

MEETING - Council Chambers , Civic Centre

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[+1 807-701-5975,,602402191#](#) Canada, Thunder Bay

Phone Conference ID: 602 402 191#

Page

1. COUNCIL MEETING

(Session No. 091) 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:

THAT the following Consent items be approved

1) Committee of the Whole items 5.2, 5.3, 5.4 and 5.5

2) Council Consent Item 2.2

2.2 CORR: Farmboy Splash Park Funding Commitment Letter to the
Town of Fort Frances

6

Motion:

Recommendation: THAT the correspondence received from the Kaleb Firth, Farmboy Real Estate, regarding their commitment of participating in the funding for a Splash Park in Fort Frances be received with appreciation

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

2.3 CORR: Community Living, Proclamation request and Flag Raising -
May as "Community Living Month"

7 - 12

Motion:

Recommendation: THAT the Community Living will be advised of Council's proclamation and flag raising

3. Approval of Council Minutes: *

3.1 Regular Council meeting Minutes Session No. 090 April 11, 2022 13 - 18

Motion:

Recommendation: THAT the minutes of the Council meeting Session No. 090 dated April 11, 2022 having been typed and distributed be approved

4. Approval of Committee of the Whole Minutes: *

4.1 Committee of the Whole Minutes Session No. 097 April 11, 2022 19 - 23

Motion:

Recommendation: THAT the report of Committee of the Whole of Council being Session No. 097 dated April 11, 2022 having been typed and distributed be approved

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

5.1 Paul S. Heayn, Town of Fort Frances Integrity Commission, re: 24 - 33
Report of Investigation into Conflict of Interest Complaint concerning
Mayor June Caul

Motion:

Recommendation: THAT Council receive the report from the Integrity Commission regarding the investigation into a Conflict of Interest concerns regarding Mayor Caul

5.2 Council Remuneration & Expenses 34 - 38

Motion:

Recommendation: THAT Council receive the report submitted by the Treasurer dated April 25, 2022 relating to the 2021 Council Remuneration and Expenses as information

5.3 Sunny Cove Camp - Request For Proposal 39 - 40

Motion:

Recommendation: THAT Council of the Town of Fort Frances requested to be consulted with respect to the previously authorized issuance of a Request for Proposal to lease the Sunny Cove Camp property; and

FURTHER THAT Council provides its input, and vision relating to the service level for the Sunny Cove Camp operation to be incorporated in a Request for Proposal.

6. By-Laws:

6.1 By-Laws to be enacted:

Motion:

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

6.2 By-Law 27-22 41

Motion:

By-Law 27-22 being a By-Law to Establish Tax Ratios for Prescribed Property Classes

6.3 By-Law 28-22 42 - 43

Motion:

By-Law 28-22 being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2022

6.4 By-Law 29-22 44 - 47

Motion:

By-Law 29-22 being a By-Law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2022

6.5 By-Law 30-22 48 - 54

Motion:

By-Law 30-22 being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 324 Victoria Avenue

6.6 By-Law 31-22 55 - 60

Motion:

By-Law 31-22 being a by law to authorize the execution of an agreement with JML Engineering re: RFP 2022-OF-04

6.7 By-Law 29-15B 61 - 93

Motion:

By-Law 29-15B , being a by law to authorize the execution of an amending agreement No. 2 (the “Amending Agreement No.2”) between Product Care Association – Municipal Industry Stewardship Plan (ISP) and the Corporation of the Town of Fort Frances for the purpose of the collection and processing of certain hazardous wastes

6.8 By-Law 10-22A 94 - 98

Motion:

By-Law 10-22A being a by law to authorize the execution of an amending contribution agreement No. 1 between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal

Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances (851-513586 Dock replacement at the Sorting Gap Marina)

7. New Items: None

8. Information Correspondence:

8.1	CORR: Invitation to Join MWA 2022 Spring Workshop to speak on Single Use Plastic Bylaw (May 25th)	99
8.2	CORR: The Township of Limerick, Resolution Gypsy Moth	100
8.3	CORR: Municipality of Grey Highlands, Resolution: HST rebate on new homes in Ontario	101 - 102
8.4	CORR: Township of Mulmur, Resolution: More Homes for Everyone Act	103
8.5	CORR: Township of Lake of Bays, Resolution: Floating Accommodations	104 - 105
8.6	CORR: Town of Bracebridge: Resolution: Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal	106
8.7	CORR: Township of Zorra, Resolution: Joint and Several Liability	107 - 111

9. Minutes of Local Boards / Committees:

9.1	Planning and Development Executive Committee Minutes of March 21, 2022	112 - 113
9.2	Administration and Finance Executive Committee Minutes of February 22, 2022	114 - 115
9.3	Administration and Finance Executive Committee Minutes of March 22, 2022	116 - 117

10. In-Camera:

10.1 Council proceeds in-Camera at _____ p.m.

Motion:

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

2022 Moffat Family Fund Grant Allocations

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

10.2 Moffat Family Fund Grant Allocation

11. **Public Session Resumes:**
12. **Resolutions Required as a result of In-Camera discussions:**
13. **ADJOURNMENT**
 - 13.1 The meeting adjourned at _____p.m.

Motion:

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

14. *** Previously distributed to Council**



April 19, 2022

Dear Faisal Anwar,
Chief Administrative Officer; and the Fort Frances Town Council,

The team at Farmboy Real Estate would like to reaffirm their commitment to participating in the funding of the splash park in Fort Frances. As previously announced, we pledge to invest \$100,000.00 into the project and are eager to continue discussing, planning, and developing what's possible.

As the project is only in its very early stages, we hope to see momentum, excitement, and partnerships built across the community, leveraging the power of both the public and private sectors.

In fact, one of the reasons why we continue to be invested in the project is because of the ease we've had in communicating and coordinating our efforts with town official Travis Rob.

We will always look forward to working with anyone who's interested in building valuable assets for the greater community.

Kaleb Firth
Farmboy Real Estate

April 21, 2022

Town of Fort Frances
Mayor and Council of the Town of Fort Frances
P.O. Box 38
Fort Frances, ON P9A 3M5

Dear Mayor and Council of the Town of Fort Frances:

Re: Proclamation May as "Community Living Month"

On behalf of Community Living Fort Frances and District, I am requesting that your council proclaim May as "Community Living Month".

You may be aware of the services Community Living Fort Frances and District provides in the Rainy River District. If not, I have enclosed 2 brochures with general information on the services we provide.

Community Living Fort Frances and District provides support to intellectual or developmental disabled individuals who require support to be able to participate in community life and live as independently as possible.

Community Living Fort Frances and District provides a range of services including residential, employment, recreational and educational supports to intellectual disabled individuals throughout the Rainy River District.

During the month of May we will be celebrating our achievements and request your support for people in your community with an intellectual or developmental disability.

Mission Statement

To ensure that all people live in a state of dignity, sharing & participating in all elements of living in the community.

Administration Office
340 Scott Street
Fort Frances, ON
P9A 3M5

24 Hour Care Supports
145 Hudson Drive
Fort Frances, ON
P9A 3P7
807-274-2427
807-274-9678

Community Support Services
336 Scott Street
Fort Frances, ON
P9A 1G9
807-274-5703

Employment Supports
340 Scott Street
Fort Frances, ON
P9A 1G9
807-274-8727

Good Impressions
342 Scott Street
Fort Frances, ON
P9A 1G9
807-274-3233
giprint@jam21.net

Transitional Services
525 Mowat Avenue
Fort Frances, ON
P9A 1Z1
807-274-5556



P.O. BOX 147
Fort Frances, Ontario P9A 3M5
Phone: (807) 274-5556 Fax: (807) 274-5009
email address: clffd@vianet.ca
www.communitylivingfortfrances.com

On behalf of Community Living Fort Frances and District I am also requesting that the Town of Fort Frances participate in a flag raising ceremony and fly the Community Living flag for the month of May 2022.

Should you agree, please have a representative contact me to make the arrangements.

Thank you.

Sincerely,

Faith Moen

Faith Moen
Communications/PR Coordinator
(807)274-5556 Ext.228
fmoen@clfortfrances.com

Mission Statement

To ensure that all people live in a state of dignity, sharing & participating in all elements of living in the community.

Administration Office 340 Scott Street Fort Frances, ON P9A 3M5	24 Hour Care Supports 145 Hudson Drive Fort Frances, ON P9A 3P7 807-274-2427 807-274-9678	Community Support Services 336 Scott Street Fort Frances, ON P9A 1G9 807-274-5703	Employment Supports 340 Scott Street Fort Frances, ON P9A 1G9 807-274-8727	Good Impressions 342 Scott Street Fort Frances, ON P9A 1G9 807-274-3233 giprint@jam21.net	Transitional Services 525 Mowat Avenue Fort Frances, ON P9A 1Z1 807-274-5556
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Technology/Local Access Coordination

Available at 338 Scott Street and is divided into three components as follows:

1. Through the use of technology, people are offered a range of experiences including sports, leisure, education and literacy, life skills, physical therapy, music therapy, and vocational skill.

2. Through the Ontario Telemedicine Network (OTN) a variety of clinical supports can be accessed. Surrey Place Centre in Toronto provides support solely to the developmentally challenged population. They coordinate the MMW Clinical Video Conference Program, which assists developmentally disabled individuals 18 years of age and older living in the North. They provide services to the individual, families and professionals in their home communities via video conference technology. There is no cost to the individual or their care providers.

The multi-discipline clinical team consists of a psychiatrist, a psychiatric nurse, psychologist, behaviour therapists, a speech language pathologist and an occupational therapist. The clinical access coordinator is responsible for processing the intake/referrals.

3. The third component deals with ongoing educational training for individuals, families and caregivers/professionals. There is a monthly schedule of training events. Phone (807) 274-5556 ext. 232 to have your name added to the list. Community members can also access our resource library that is filled with educational materials (books, DVD's, video's) on the topic of Developmental Disability, Mental Health and Dual diagnosis.

Volunteer Opportunity

◆ The function of the Volunteer Program is to provide a central coordination point for volunteer management within Community Living Fort Frances and District.

◆ It is the policy of Community Living Fort Frances and District that all volunteers are expected to exemplify by their conduct and practice, respect for and acceptance of all persons as outlined in the Vision and Mission.

◆ All volunteers must meet the requirements and follow policies and procedures of the Community Living Fort Frances and District Volunteer Program. For more information, phone (807)274-5556 and ask to speak with the Volunteer Coordinator.

MISSION

To ensure that all people live in a state of dignity, sharing and participating in all elements of living in the community.



340 Scott Street

P.O. Box 147

Fort Frances, ON

P9A 3M5

Phone: 807-274-5556

Fax: 807-274-5009

email: clffd@vianet.ca

Website:

www.communitylivingfortfrances.com



Service Areas

Community Living Fort Frances and District offers a wide variety of services and supports for individuals with a developmental challenge and their families.

Eligibility for services is determined by criteria established by the Ministry of Community and Social Services. External agencies verify eligibility.

-  24 Hour Support
-  Supported Independent Living
-  Supported Employment/Careers Unlimited
-  Good Impressions Printing
-  Transitional Services
-  Technology/Clinical Access Coordination
-  Volunteer Opportunity

24 Hour Supports

This is a comprehensive service for people with long-term and intensive support and care needs. The level of supervision is high and is geared towards each person's skills and abilities. In-home and out-of-home supports are provided in a wide variety of areas such as personal health and safety, personal care, mobility, household maintenance, transportation, cooking, handling money, shopping, decision making, social activities, legal, leisure and recreation, as well as supporting the achievement of personal life goals.

Supported Independent Living

This service is for people who need less supervision and support than 24 hour's per day. In-home and out-of-home supports are geared to the person's specific needs in a wide variety of areas, such as personal health and safety, personal care, mobility, household maintenance, transportation, cooking, handling money, shopping, decision making, social activities, legal, leisure and recreation, as well as supporting the achievement of personal life goals. Hours of service provided varies from daily to weekly or monthly.

Supported Employment /Careers Unlimited

- ◆ To develop positive work habits, job skills, industrial practices and social skills.
- ◆ To facilitate paid employment or placement with the goals and the interests of the individual in mind.
- ◆ The emphasis may not necessarily be competitive employment, but will include satisfying work alternatives.

Careers Unlimited is a service provider for the Ontario Disability Service Program (ODSP).

- ◆ If you have a disability we may be able to assist you with finding employment.

Good Impressions Printing

Good Impressions Printing provides on-the-job training in a variety of tasks such as folding, collating, stamping, stuffing, binding, photocopying, packaging, document shredding, lamination, and a variety of other printing related skills. Service users also have the opportunity to work in a customer service reception area learning office and reception skills readily transferable to community employment.

The pre-vocational component assists service users in developing the skills and habits necessary to function successfully within the work setting. This service compliments the existing structure and promotes the development of individual skills, within the structured vocational program or a more independent work setting.

Transitional Services

Transitional Services is a planning service offered to young adults and their families. Effective transitional planning begins long before the student is ready to graduate from high school. Ideally, planning should begin at the end of elementary school.

Transitional Services as an adult service provider, supports the individual, the family, and schools with developing a transitional plan. Other supports that can be accessed include the following:

- ◆ Assisting with resource funding applications as required
- ◆ Case Management
- ◆ Housing applications
- ◆ Researching education, employment and training opportunities
- ◆ Service coordination/family meetings
- ◆ Assistance with accessing community resources
- ◆ Advocating on behalf of the individual and family

If the individual has not already been referred to Developmental Services Ontario, we can provide info and assist with the referral.



**Are you concerned
about their future?**



**Introducing the Partners for Planning Resource Network,
a dynamic online resource for families caring for a child
or adult with a disability. Available for free on our website!**

It is never too early or too late to start planning for the future of a child living with a disability. Recognizing this, **Community Living Ontario, the Ministry of Community and Social Services and Partners for Planning** have collaborated to produce a **FREE**, dynamic resource hub for parents and caregivers.

www.communitylivingfortfrances.com



The Partners for Planning Resource Network provides families with helpful tools, information, and expertise on a range of topics relevant to creating a good life and a safe, secure future for your relative with a disability.

**Launch the Partners for Planning Resource Network
to gain access to many **FREE** interactive resources:**

- Live webcasts that you can easily view from home;
- Access to informative and inspiring documentaries;
- A comprehensive learning centre filled with interactive, video-based learning modules featuring key planning tools and strategies for families;
- An online directory of lawyers, financial planners, facilitators, and accountants who specialize in disability issues.

www.communitylivingfortfrances.com





SESSION NO.90

MINUTES

TOWN OF FORT FRANCES

April 11, 2022

The meeting of Council of the Town of Fort Frances was held virtually and in the Council Chambers

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

REGRETS: R. Wiedenhoeft.

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, Jeremy Hughes, Manager of Information Technology, Alyssa Hansma, Human Resources Manager, C. Vangel, CBO/Municipal Planner, T. Moffit, Fire Chief

1. COUNCIL MEETING

(Session No. 090) to immediately follow the Committee of the Whole

1.1 Call to Order / Roll Call

Mayor Caul called the meeting to order at 7:01 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 of interest with respect to 5.3 of the Committee of the Whole and 5.2 on this agenda. The general nature she is a member of the Kiwanis Club. Deputy Mayor Hallikas to assume position of Chair for this item.

2. Consent Agenda:**2.1 Items Referred from Committee of the Whole**

947 **Recommendation:** THAT the following Consent items be approved:

1) Committee of the Whole Consent Items ~~5.2~~, ~~5.3~~, 5.4, 5.5, 5.6 and 5.7

2) Council Consent Agenda Items 2.2 and 2.3

5.4 Residential In-Home Food Waste Diversion Program

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

1.The Town enter into an agreement with FoodCycle Science to undertake a 200-unit pilot project with the unbudgeted expenditure being funded out of the Waste Management Area.

2.That Council Direct Administration to start to develop partnerships for collection of the waste materials for those who may not have a place to dispose of it as well as a storefront location for the purchase of replacement filters.

5.5 Waste Transfer Agreement Renewal - MNRF

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

Page 2 of 6

- 1. The Town of Fort Frances renews its lease agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry to accept solid waste and recycle from the Municipality of Mine Centre Transfer Station. And the waste will continue to be accepted while the new agreement is developed.
- 2. That the waste be accepted at the rate as established annually in the User Fee By-Law plus the applicable non-resident markup.

5.6 Amending Agreement 2 with Product Care Association

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the second amending agreement between the Product Care Association of Canada and the Town of Fort Frances be approved and further that a by-law be prepared authorizing the Mayor and Clerk to sign the agreement on behalf of the corporation.

5.7 Award of RFT 2022-OF-04 - Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that that RFP 2022-OF-04 be awarded to JML Engineering of Thunder Bay for a total cost of \$48,400 plus applicable taxes and further that Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

2.2 Fort Frances High School Chem Free Grad Request for Donation

Recommendation: THAT the correspondence received from the Fort Frances High School Chem Free Grad regarding a donation request be referred to the Administration and Finance Executive Committee

2.3 Linda Chisick re: Request to Place a Bench at Riverview Cemetery

Recommendation: THAT the correspondence received from the Linda Chisick regarding a request to place a bench at the Riverview Cemetery be referred to the Operations and Facilities Executive Committee Committee

CARRIED

Result:	CARRIED
Mover:	Andrew Hallikas
Seconder:	Wendy Brunetta

3. Approval of Council Minutes: *

3.1 Session no 089 March 28, 2022

- 948 **Recommendation:** THAT the minutes of the Council being Session No. 089 dated March 28, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	John McTaggart

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 096 March 28, 2022

- 949 Recommendation: THAT the minutes of the Committee of the Whole of Council being Session No. 096 dated March 28, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
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Mover:	Wendy Brunetta
Second:	Andrew Hallikas

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

5.1 Fort Frances Senior Centre - Special Occasion Permit

- 950 **Recommendation: THAT** approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances amend the Municipal Alcohol Policy by removing the Sister Kennedy Seniors Centre from the list of Municipal Facilities not Eligible for Special Occasion Permits and adding it to the list of Municipal Facilities Eligible for Special Occasion Permits, thus allowing special occasion permits to be obtained by third parties.
- AND FURTHER THAT administration be authorized to charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen to rent the facility for the purpose of hosting an event with a special occasion permit.
- AND FURTHER THAT Council approves hours of closure as 10:00 p.m. for events held at the Sister Kennedy Seniors Centre.
- AND FURTHER THAT the supervision will solely be the responsibility of the individual renting the premises and pictures will be taken before and after the event to ensure that no damage has been done to the premises during the event and it is left clean and orderly.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Wendy Brunetta

- 5.2 Mayor Caul declared a conflict of interest with respect to Committee of the Whole item 5.3. being item 5.2 to this agenda. The general nature is that she is a member of the Kiwanis Club. Deputy Mayor Hallikas assumed the chair for this agenda item.
- Sunny Cove Camp

- 951 **Recommendation: THAT** approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances accepts the withdrawal of Emo-Devlin Church Group’s proposal to lease the Sunny Cove Camp and FURTHER THAT administration be authorized to issue an RFP to lease the Sunny Cove Camp property to a suitable operator. That the draft RFP be presented to Council for their review prior to being released as amended

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Second:	Douglas Judson

- 5.3 Mayor Caul assumes the chair.
- Fire Protection Services Reimbursement Transfer Payment Agreement
- WITHDRAWN**

5.4 Council Vacancies to Executive Committees

- 952 **Recommendation: THAT** approval of this report will agree with the recommendation from the Clerk that the following Councillor appointment be approved for the remainder of the Council Term to the following Executive Committees:
- Planning and Development Executive Committee - Councillor Hallikas
- Administration and Finance Executive Committee - Councillor Behan
- Economic Development Executive Committee - Councillor Brunetta

CARRIED

Result:	CARRIED
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Mover:	Wendy Brunetta
Second:	Andrew Hallikas

5.5 Amending agreement with the Federal Economic Development Agency for Northern Ontario

953 **Recommendation:** THAT approval of this report dated April 11, 2022 re: Amending agreement with the Federal Economic Development Agency for Northern Ontario will agree with the recommendation of Administration that a by-law be prepared to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Second:	John McTaggart

5.6 Award of Tender 2022-OF-06 – 2022 Mowat Avenue Road Reconstruction

954 **Recommendation:** THAT approval of this report will agree with the recommendation of Administration that Tender 22-OF-06 – 2022 Road Reconstruction Mowat Avenue, Hydrant and Valve Replacement be awarded to Bay City Contractors at an estimated cost of \$2,098,981.78 which includes HST and a contingency allowance of \$150,000.00. That the Ontario Community Infrastructure Fund surplus be allocated to the Reconstruction of Sinclair Avenue in the event that the Town’s application to the Investing in Canada Infrastructure Fund Green Stream be denied, otherwise the funds be placed in a reserve fund for future projects.
That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report, and
That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances

CARRIED

Result:	CARRIED
Mover:	Andrew Hallikas
Second:	John McTaggart

5.7 Mayor Caul declared a conflict with respect to item 5.7. The general nature the complaint involves her. Deputy Mayor Hallikas assumed the chair for this agenda item. Notice of Intent from the Integrity Commissioner

955 **Recommendation:** THAT the Integrity Commissioner for the Town of Fort Frances has provided notice that an investigation has been completed relating to a conflict of interest complaint concerning Mayor Caul and that a Report overview will be provided at the April 25, 2022 Committee of the Whole Meeting.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Second:	Michael Behan

6. **By-Laws:**
Mayor Caul assumes the chair.

6.1 By-Law Use of Corporate Resources for Election Purposes Policy

956 THAT By-Law 26-22 being a By-Law to adopt a Use of Corporate Resources for Election Purposes Policy for the Town of Fort Frances be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith

CARRIED.

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

7. New Items:

- 7.1 Councillor Judson Notice of Resignation to Executive Committees
A discussion occurred with respect to the resignation. A point of order was called by Councillor Judson for being off subject. Mayor Caul accepted the point of order.

- 957 **Recommendation:** THAT the notice of Resignation from the Executive Committees submitted by Councillor Judson dated March 30, 2022 as attached hereto be received
CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Michael Behan

- 7.2 AMO 2022 Conference City of Ottawa, August 14-17, 2022

- 958 THAT the following members of Council be authorized to attend the Association of Municipalities of Ontario August 14-17, 2022 in the City of Ottawa
Ontario:
Councillor Brunetta
On the basis as follows: travel expenses and per diem allowed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Douglas Judson

8. Information Correspondence:

The Correspondence was received.

- 8.1 CORR: Municipality of Shuniah Re: Resolution of Support - Township of Chapple Resolution from NOMA
- 8.2 CORR: Forest Biomass Action Plan
- 8.3 CORR: MFOA, Province Releases Bill 109, More Homes for Everyone Act, 2022
- 8.4 CORR: Town of Georgina, Resolution: Federal Government Sanctions imposed on Russia
- 8.5 CORR: Town of Fort Erie Resolution re: Climate Change Action
- 8.6 CORR: Municipality of Clarington, Resolution re: Comprehensive Zoning By-law Review Project, Zone Clarington

9. Minutes of Local Boards / Committees:

The minutes were received.

- 9.1 Community Services Executive Committee Minutes 07 March 2022
- 9.2 Operations and Facilities Executive Committee Minutes 23 March, 2022
- 9.3 Police Services Board Minutes February 4, 2022

- 10. In-Camera: None
- 11. Public Session Resumes: N/A
- 12. Resolutions Required as a result of In-Camera discussions: N/A
- 13. ADJOURNMENT

13.1 The meeting adjourned at 7:31 p.m.

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

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Wendy Brunetta

- 14. * Previously distributed to Council



SESSION NO. #97

TOWN OF FORT FRANCES
COMMITTEE OF THE
WHOLE

REPORT April 11, 2022

A meeting of the Committee of the Whole of Council was held virtually and in the Council Chambers

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

REGRETS: 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, Chief Building Official, J. Hughes, IT Manager, A. Hansma, HR Manager, T. Moffat, Fire Chief

1. Call to Order/Roll Call

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

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

- 2.1 Mayor Caul declared a conflict of interest with respect to Committee of the Whole item 5.3. The general nature is that she is a member of the Kiwanis Club.

3. Delegations/Deputations:

- 3.1 Public Meeting - Zoning By-Law amendment B1-2022 -1037 Third Street East
 Chair Behan provided opening remarks on the public hearing. Cody Vangel CBO\Planner provided a verbal report on the application received. Chair Behan opened up the floor to the public. There was no public comments received.

- 3.2 Public Meeting - Zoning By-Law Amendment B2-2022 - 1229 Cornwall Avenue (locally known as "Lagoon Property")
 Chair Behan provides opening remarks to the public hearing. Cody Vangel CBO\Planner provided a verbal report on the application received. Chair Behan opened up the floor to the public.
 Mitch Lepage BMI representatives Lloyd Will and Rob Coolbeck being the applicant presented in favour of the application and provided details of the proposal. Members of Council were provided an opportunity for questions.

Pam Munn 1246 Cornwall Avenue Fort Frances - contact number 807-274-5017 presented her verbal opposition to the proposed zoning by-law amendment. Concerns relating to the impact to their property value, noise and water cooling discharge were noted. Mrs. Munn would like to be notified of the decision of Council.

Jim Strachan 180 Eight Street West Fort Frances - contact number 807-274-3573, presented his verbal opposition to the proposed zoning by-law amendment. Concerns relating to the rezoning of the lands and the current state of the lagoon. Mr. Strachan would like to be notified of the decision of Council.

- 3.3 Public Meeting - 2022 Budget Presentation by D. Galusha, Treasurer

Page 2 of 5

Treasurer Galusha provided a power point presentation relating to the 2022 budget.
Chair Behan opened up the floor for questions or comments from the public there was no comments received.

4. Council Reports on Board & Committee Activity:

- 4.1 Mayor Caul - no report, Mayor Caul requested a moment of silence in memory of Mayor Avis.

Councillor McTaggart - no report

Councillor Judson - no report

Councillor Wiedenhoeft - Absent

5. Consent Agenda:

- 5.1 THAT the following Consent items be approved:

- 220 **Recommendation:** THAT the matters listed on the Consent Agenda as amended be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # ~~5.2~~, ~~5.3~~, 5.4, 5.5, 5.6 and 5.7

5.2 Fort Frances Senior Centre - Special Occasion Permit

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.

Recommendation: approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances amend the Municipal Alcohol Policy by removing the Sister Kennedy Seniors Centre from the list of Municipal Facilities not Eligible for Special Occasion Permits and adding it to the list of Municipal Facilities Eligible for Special Occasion Permits, thus allowing special occasion permits to be obtained by third parties.

AND FURTHER THAT administration be authorized to charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen to rent the facility for the purpose of hosting an event with a special occasion permit.

AND FURTHER THAT Council approves hours of closure as 10:00 p.m. for events held at the Sister Kennedy Seniors Centre.

AND FURTHER THAT the supervision will solely be the responsibility of the individual renting the premises and pictures will be taken before and after the event to ensure that no damage has been done to the premises during the event and it is left clean and orderly.

5.3 Sunny Cove Camp

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.

Recommendation: approval of this report will agree with the recommendation of the Community Services Executive Committee that Council of the Town of Fort Frances accepts the withdrawal of Emo-Devlin Church Group's proposal to lease the Sunny Cove Camp and FURTHER THAT administration be authorized to issue an RFP to lease the Sunny Cove Camp property to a suitable operator. *That the draft RFP be presented to Council for their review prior to being released*
as amended

5.4 Residential In-Home Food Waste Diversion Program

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

- 1.The Town enter into an agreement with FoodCycle Science to undertake a 200-unit pilot project with the unbudgeted expenditure being funded out of the Waste Management Area.
- 2.That Council Direct Administration to start to develop partnerships for collection of the waste materials for those who may not have a place to dispose of it as well as a storefront location for the purchase of replacement filters.

5.5 Waste Transfer Agreement Renewal - MNRF

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

- 1. The Town of Fort Frances renews its lease agreement with the Ministry of Northern Development, Mines, Natural Resources and Forestry to accept solid waste and recycle from the Municipality of Mine Centre Transfer Station. And the waste will continue to be accepted while the new agreement is developed.
- 2. That the waste be accepted at the rate as established annually in the User Fee By-Law plus the applicable non-resident markup.

5.6 Amending Agreement 2 with Product Care Association

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the second amending agreement between the Product Care Association of Canada and the Town of Fort Frances be approved and further that a by-law be prepared authorizing the Mayor and Clerk to sign the agreement on behalf of the corporation.

5.7 Award of RFT 2022-OF-04 - Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that that RFP 2022-OF-04 be awarded to JML Engineering of Thunder Bay for a total cost of \$48,400 plus applicable taxes and further that Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

CARRIED

Result:	CARRIED
Mover:	Douglas Judson
Second:	Wendy Brunetta

6. Administration and Finance Division:

6.1 Fire Protection Services Reimbursement Transfer Payment Agreement

Recommendation: approval of this report will agree with the recommendation from the Fire Chief to approve this report as presented, and to authorize the execution of an agreement between the Town of Fort Frances and Her Majesty the Queen in right of Ontario as represented by the Office of the Fire Marshall and further that a by-law be brought forward for execution by the Mayor and Clerk.
Fire Chief Moffit advised that the motion should be withdrawn at this time. Council will not move or second the motion.

6.2 Council Vacancies to Executive Committees

Recommendation: approval of this report will agree with the recommendation from the Clerk that the following Councillor appointment be approved for the remainder of the Council Term to the following Executive Committee:
Planning and Development Executive Committee: Councillor Hallikas
Administration and Finance Executive Committee: Councillor Behan
Economic Development Executive Committee: Councillor Brunetta

Page 4 of 5

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

7. Operations and Facilities Division:

- 7.1 Amending agreement with the Federal Economic Development Agency for Northern Ontario

Recommendation: approval of this report will agree with the recommendation of Administration that a by-law be prepared to authorize the Mayor and Clerk to execute the agreement on behalf of the Corporation.

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

- 7.2 Award of Tender 2022-OF-06 – 2022 Mowat Avenue Road Reconstruction

Recommendation: approval of this report will agree with the recommendation of Administration that Tender 22-OF-06 – 2022 Road Reconstruction Mowat Avenue, Hydrant and Valve Replacement be awarded to Bay City Contractors at an estimated cost of \$2,098,981.78 which includes HST and a contingency allowance of \$150,000.00. That the Ontario Community Infrastructure Fund surplus be allocated to the Reconstruction of Sinclair Avenue in the event that the Town's application to the Investing in Canada Infrastructure Fund Green Stream be denied, otherwise the funds be placed in a reserve fund for future projects.

That prior to construction start, an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain first-hand knowledge of these projects and have the opportunity to ask any questions. The exact date of the meeting is unknown at the time of writing this report, and

That the Mayor and Clerk be authorized to execute the contract documents on behalf of the Corporation of the Town of Fort Frances

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

8. General:

- 8.1 Notice of Intent from the Integrity Commissioner

Recommendation: That The Integrity Commissioner for the Town of Fort Frances has provided notice that an investigation has been completed relating to a conflict of interest complaint concerning Mayor Caul and that a Report overview will be provided at the April 25, 2022 Committee of the Whole Meeting. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

9. Information:

The following items were received.

- 9.1 2021 Annual Report - Fort Frances Wastewater Treatment Plant
- 9.2 Fort Frances Wastewater Treatment Facility February 2022 Monthly Report
- 9.3 Sewer and Water Data for 2022
- 9.4 POA Prosecutor report to Council

10. ADJOURNMENT

- 10.1 The meeting adjourned at 6:56 p.m.

221 THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances
be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Andrew Hallikas

REPORT OF AN INVESTIGATION
INTO A CONFLICT OF INTEREST COMPLAINT
CONCERNING
MAYOR JUNE CAUL
OF
THE TOWN OF FORT FRANCES
ON
OCTOBER 25, 2021
AND
NOVEMBER 8, 2021

PAUL S. HEAYN, INTEGRITY COMMISSIONER
FOR THE TOWN OF FORT FRANCES
April 25, 2022

SUMMARY

A formal application pursuant to subsection 223.4.1(2) of the Municipal Act, 2001 was filed with me on December 6, 2021 by an anonymous person (the Applicant).

The Application alleges that Mayor June Caul (the “Mayor”), a member of the Town of Fort Frances Council, contravened the Municipal Conflict of Interest Act (MCIA).

The Application alleges that the Mayor contravened the MCIA by failing to disclose a pecuniary interest, participating in discussion, and voting on two (2) matters:

- 1) **On October 25, 2021** Council considered item 10.2, *“A proposed or pending acquisition or disposition of land by the municipality or local board: Property Matter”*.

The “property matter” in question pertained to a real estate transaction where Mayor Caul was a member of a club that had an interest in the transaction. The specific property was not disclosed in the public agenda, nor were the supporting documents related to this item of business published with the public agenda.

- 2) **On November 8, 2021** the regular meetings of Committee of the Whole and Council considered item 10.3 *“Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; more specifically item 10.3 legal matter”*.

The “legal matter” in question pertained to a legal demand letter that Mayor Caul is the principal recipient of that issue.

The letter expressed concerns about quoted comments attributed to the Mayor in an issue of the Fort Frances Times. The letter states that Mayor Caul’s comments were “misleading and unfairly critical” and appears to suggest that they were defamatory. The letter appears to threaten that if the situation is not remedied, action would be taken against the Mayor.

APPOINTMENT AND AUTHORITY

The Town of Fort Frances (the Town) has appointed Paul S. Heayn, Municipal Consultant as its Integrity Commissioner for the purpose of dealing with a complaint. As Integrity Commissioner, Paul S. Heayn acts pursuant to Sections 223.4 which states:

Inquiry by Commissioner re s. 5, 5.1 or 5.2 of *Municipal Conflict of Interest Act*

223.4.1 (1) This section applies if the Commissioner conducts an inquiry under this Part in respect of an application under subsection (2). 2017, c. 10, Sched. 1, s. 21.

Application

(2) An elector, as defined in section 1 of the Municipal Conflict of Interest Act, or a person demonstrably acting in the public interest may apply in writing to the Commissioner for an inquiry to be carried out concerning an alleged contravention of section 5, 5.1 or 5.2 of that Act by a member of council or a member of a local board. 2017, c. 10, Sched. 1, s. 21.

TIMING

Section 223.4.(1)(4) of the Municipal Act, Provides that: An application may only be made within six (6) weeks after the applicant became aware of the alleged contravention. 2017, c. 10, Sched. 1, s. 21. The Application was made on December 6, 2021 for contraventions of October 25, 2021 (43 days or 6 weeks) and November 8, 2021 (29 days or 4 weeks) within the six week period. An elector, solicitor or Council had six (6) weeks after the alleged violations to apply to a judge. However, the Integrity commissioner has 180 days to complete his inquiry and has the option to apply to a judge. As of April 25th, 2022, one hundred forty one (141) days have passed.

MCIA PROVISION AT ISSUE

1. For the October 25, 2021 alleged contravention:

Section 2 of the MCIA states:

For the purposes of this Act, a member has an indirect pecuniary interest in any matter in which the council or local board, as the case may be, is concerned, if:

(a) the member or his or her nominee,

(i) is a shareholder in, or a director or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body,

that has a pecuniary interest in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter.

2. For the November 8, 2021 alleged contravention:

5 (1) Where a member, either on his or her own behalf or while acting for, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the council or local board at which the matter is the subject of consideration, the member, (a) shall, prior to any consideration of the matter at the meeting, disclose the interest and the general nature thereof;

(b) shall not take part in the discussion of, or vote on any question in respect of the matter; and

(c) shall not attempt in any way whether before, during or after the meeting to influence the voting on any such question.

(2) Where the meeting referred to in subsection (1) is not open to the public, in addition to complying with the requirements of that subsection, the member shall forthwith leave the meeting or the part of the meeting during which the matter is under consideration.

Section 223.4.(1)

(15) Upon completion of the inquiry, the Commissioner may, if he or she considers it appropriate, apply to a judge under section 8 of the *Municipal Conflict of Interest Act* for a determination as to whether the member has contravened section 5, 5.1 or 5.2 of that Act. 2017, c. 10, Sched. 1, s. 21.

REVIEW OF MATERIALS AND INQUIRY

In order to undertake my inquiry into the Application and make a determination on the alleged contravention of the MCIA, I have undertaken the following steps:

- Review of Application and all materials referred to therein;
- Review of relevant MCIA reports and Court Cases related or similar to this complaint;
- Review of the Mayor's response, dated March 25, 2022, and all attachments and materials referred to therein;
- Review of the reply submissions of the Applicant, dated March 28, 2022;
- Review of relevant Council materials, including agendas, minutes, and staff reports and presentations;
- Review of the Town of Fort Frances I.C. Inquiry Protocol

BACKGROUND

1) October 25, 2021 Meeting – The Applicant Alleges:

During the closed session of Council on this date, Council considered item 10.2, "*A proposed or pending acquisition or disposition of land by the municipality or local board: Property Matter*".

The "property matter" in question pertained to a real estate transaction where Mayor Caul was a member of a club that had an interest in the transaction. The specific property was not disclosed in the public agenda, nor were the supporting documents related to this item of business published with the public agenda.

The matter under consideration for this item included whether to sell the property. The report from administration which appeared in the closed session agenda package specifically included options to sell or otherwise dispose of the property, including to "move forward with a sale of the property and be released from any operating, capital, or other requirements now and in the future."

The property was transferred to the Town during a prior term of Council by the local club. It is understood that:

- (i) the Town's agreement with the club gives the club a first right of refusal should the Town decide to sell the property and
- (ii) the property is also managed by the Town in accordance with operating restrictions set by the club. A written agreement to this effect is on file at the Town administration and has been discussed at various Council meetings.

The Applicant believes that Mayor Caul is an officer, director, and/or a member of the club.

2) November 8, 2021 Meeting: - The Applicant Alleges:

On November 8, 2021, the regular meetings of Committee of the Whole and Council was held. During the closed session of Council on this date, Council considered item 10.3, *“Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; more specifically item 10.3 legal matter”*.

The “legal matter” in question pertained to a legal demand letter that Mayor Caul is the principal recipient of that issue. Copies of the letter went to each Council member and the CAO.

The letter dated November 3, 2021 expressed concerns about quoted comments attributed to the Mayor in the issue of the Fort Frances Times. The letter states that Mayor Caul’s comments were “misleading and unfairly critical” and appears to suggest that they were defamatory. The letter appears to threaten that if the statements were not retracted by November 12, 2021, action would be taken against the Mayor.

Based on the Applicant’s understanding of the Municipal Act, the Mayor and individual members of Council are not synonymous with Council or the Town. Likewise, the correspondence is a legal threat directed at Mayor Caul, and not the Town. It is plainly addressed to only the Mayor, and it was concerned about her comments.

Another reason this was evident to the Applicant was because of prior correspondence sent to Mayor Caul (which was also copied to members of Council). In this earlier prior letter it took issue with the Mayor’s earlier public comments which they felt impugned members of their organization, which they describe as “defamatory allegations”. Both letters pertain to the Mayor’s public comments on the same subject matter.

The comments at issue in this current demand letter are not comments which were authorized by Council nor are they consistent with or reflective of Council’s views about the organization. Council has never adopted a resolution or otherwise issued a statement casting aspersions about the organization or anyone associated with it.

To the contrary, resolution number 813, adopted by Council after the closed session meeting on November 8, 2021, states as follows:

Resolution 813: Judson-McTaggart (Added Motion called by Councillor Judson)

THAT Council of the Town of Fort Frances expresses its appreciation for and confidence in the advice and guidance it has received from ‘the subject organization’ – the advisors and consultants.

Carried. (By recorded vote: passed unanimously [Councillor Brunetta absent] Mayor voting ‘Yea’)

MATTERS ALLEGED TO GIVE RISE TO PECUNIARY INTEREST**1) October 25, 2021 Closed Session of Council**

The Applicant believes that Mayor Caul is an officer, director, and/or a member of the club.

In support of these allegations, the Applicant enclosed:

- a. a copy of an article from the Fort Frances Times, dated October 10, 2018, in which Mayor Caul states that she is “a director of the local club”,
- b. a copy of her biography from the Town’s website, in which she states that she is a member of the “club”, and
- c. a copy of an article from the Toronto Star, dated February 3, 2021, which states that Mayor Caul has been a member of the “club” for eight years.

The Mayor did not declare an interest in the real estate item of business or recuse herself from the meeting during the consideration of this item. She also continued to chair the meeting during consideration of this item.

The minutes of the Regular Session of Council held on October 25, 2021. These minutes contain no indication that Mayor Caul declared an interest in item 10.2 or recused herself from the discussion on item 10.2.

2) November 8, 2021 Closed Portion of the Council of the Whole Meeting

Mayor Caul did not declare an interest in item 10.3 or recuse herself from the November 8, 2021 meeting during its consideration. The Applicant alleges that the meeting ought to have been open to Council to discuss the Town’s interest in this item and any damage caused to its relationship with the subject organization in the absence of, and without the presence, influence, and chairing of the person who has a pecuniary interest in the subject organization’s legal claims.

The minutes of November 8, 2021 contain no indication that Mayor Caul declared an interest in item 10.3 nor that she recused herself from the discussion on item 10.3.

Resolution number 813, also appears in these minutes.

Councillor Judson commented on the Mayor’s conflict in the open session of this meeting before going into the closed session, without identifying the Mayor in his remarks. He had hoped that this might have caused the Mayor to declare a conflict; however, the Mayor still failed to declare an interest prior to moving into closed session.

Once in closed session, the Mayor denied that she had a conflict. She claimed that because members of Council were “cc’d” on the demand letter, she was not in conflict. She did not specify any basis for this conclusion. She also continued to chair the meeting during consideration of this item of business – again, being a legal demand she had personally received from a third party.

The Mayor stated at the outset of Council’s discussion of this item in closed session that she was not going to say much and was going to listen to others, which the Applicant understood as a tacit acknowledgement of her interest in this item.

POSITION OF THE PARTIES

March 25, 2022 – the Mayor’s Response:

1) October 25, 2021 Closed Session of Council – Property Matter

The Respondent advised that she is a member of the club in question but “certainly do not have a pecuniary interest either for the Town’s or club’s perspective”.

Mayor Caul also advised that she was a director at “that time” and that subsequently “All directorships have been discontinued. “I really cannot fathom how I was in conflict regarding the club.”

1) November 8, 2021 Closed Portion of the Council of the Whole Meeting Item 10.3 Legal Matter

When I pointed out to the Mayor that during Council’s discussion of item 10.3 (the legal demand letter) that she did not declare a Conflict of Interest she replied that “No. There was a concern from some Councillors and the CAO and they thought it should be put on the agenda for discussion as to how to deal with it. The discussion was just for Council to decide how this should be handled. This is another item that has already been dealt with by our lawyers and I thought it was done with. The insert in the article from the newspaper that mentioned the ‘organization’ was written in by the reporter as an assumption, not said by me. I have checked with the reporter to see if I had used that name during my interview and she said ‘No’, that she assumed that’s what I meant. I did not think I needed to declare anything because of the general discussion as to how the Town and I would need to handle it. “And I do not remember Councillor Judson suggesting I declare a conflict in regard to this complaint. I do know that I never participated in that conversation”.

FINDINGS

2) October 25, 2021 Closed Session of Council – Property Matter

The Municipal Conflict of Interest Act Section 2 Applies to Mayor Caul’s membership in the ‘club’:

(2) For the purposes of this Act, a member has an **indirect pecuniary interest in any matter** in which the council or local board, as the case may be, is concerned, if,

(a) the member or his or her nominee,

(i) is a shareholder in, or a **director** or senior officer of, a corporation that does not offer its securities to the public,

(ii) has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public, or

(iii) is a member of a body,

that has a **pecuniary interest** in the matter; or

(b) the member is a partner of a person or is in the employment of a person or body that has a pecuniary interest in the matter. R.S.O. 1990, c. M.50, s. 2.

During the October 25, 2021 Closed session of Council, Mayor Caul admits that she was a Member and a director of the club. Therefore, in accordance with Section (2) above, Mayor Caul had an obligation to declare a Conflict of Interest. Mayor Caul did not declare a conflict of interest in this matter because she felt that she did not have a pecuniary interest as a Council member or as a member of the club. This is in strict contrast to the MCIA Section (2) that provides that the Mayor had an ‘indirect pecuniary

interest' simply because the club itself had a pecuniary interest in the property that was being discussed by Council.

Although Mayor Caul did not mention the 'Exceptions' listed in Subsection 4 of the Act, I examined each of the exceptions and the closest fit to Mayor Caul's situation would be exception (k) which says:

(k) by reason only of an interest of the member which is so remote or insignificant in its nature that it cannot reasonably be regarded as likely to influence the member.

The Act is very clear in its purpose. The Province of Ontario endorses the following principles:

1. The importance of integrity, independence and accountability in local government decision-making.
2. The importance of certainty in reconciling the public duties and pecuniary interests of members.
3. Members are expected to perform their duties of office with integrity and impartiality in a manner that will bear the closest scrutiny.

I looked at some court cases where conflict of interest was dealt with in the Courts and the case of Gammie v. Turner was close to the situation where a Member of Council for Town of South Bruce Peninsula that provided a fifty thousand dollar grant (\$50,000) to the Wiarton Chamber of Commerce for the "Warton Willie Festival", a three-day festival marking Groundhog Day, and the largest winter event in Bruce County. Jim Turner was a businessman and a member of the Chamber of Commerce and a Councillor for the Town of South Bruce Peninsula.

Craig Gammie maintained that Councillor Turner had a direct pecuniary interest as a business owner in the municipality and an indirect pecuniary interest as a member of the Chamber of Commerce.

As quoted in the Gammie v. Turner case:

The MCIA is important legislation. It seeks to uphold a fundamental premise of our governmental regime. Those who are elected and, as a result, take part in the decision-making processes of government, should act, and be seen to act, in the public interest. **This is not about acting dishonestly or for personal gain; it concerns transparency and the certainty that decisions are made by people who will not be influenced by any personal pecuniary interest in the matter at hand. It invokes the issue of whether we can be confident in the actions and decisions of those we elect to govern. The suggestion of a conflict runs to the core of the process of governmental decision-making. It challenges the integrity of the process.**

The exemption like the one in s. 4(k), (pecuniary interests so remote as unlikely to affect a councillor's vote), can be regarded as involving circumstances in which an informed person, viewing the matter realistically and practically, and having thought the matter through, would conclude that the pecuniary interest would not affect the councillor's ability to make an impartial decision.

There is no evidence that Mayor Caul would derive a financial benefit from the decision of Council to offer the sale of the property to the club.

I find that Mayor Caul had an indirect pecuniary interest in Item 10.2 on the Council agenda of October 25, 2021 and should have erred on the side of caution and declared a conflict. I cannot presume what a court will conclude or if exemption 4(k) would be an effective defence.

3) November 8, 2021 Closed Portion of the Council of the Whole Meeting Item 10.3 Legal Matter

Item 10.3 concerned a demand letter to Mayor Caul dated November 3, 2021 and pertained to a legal demand that Mayor Caul had personally received from the law firm, on behalf of their client. The letter was expressing concerns about quoted comments attributed to the Mayor in the Fort Frances Times. The letter states that Mayor Caul's comments were "misleading and unfairly critical" and appears to suggest that they were defamatory of the organization. The letter concluded by saying: *"We trust that you will retract these statements by November 12th, otherwise our client will consider taking further action"*.

The fact that the demand letter was addressed to Mayor Caul about comments attributed to her in the local newspaper and the request for her to retract these statements by November 12th clearly indicate that this matter has a personal attachment to Mayor Caul.

Mayor Caul has a direct pecuniary interest in the Item 10.3 on the November 8th agenda and as such should have declared a conflict of interest. The fact that Mayor Caul did not name the organization accusing that agency of withholding information; she had a duty to respond to the demand letter regarding their allegations and provide a defense or clarification on their allegations rather than letting Council deal with the matter on her behalf.

CONCLUSION

I have concluded that there was **indirect pecuniary** interest in the matter considered at the Council Meeting of October 25, 2021 because the matter being discussed by Council in-camera regarding the disposition of the property and the obligation of the Town to afford the club the first right of refusal if the Town were to sell the property, and Mayor Caul simply by being a member of the Kiwanis Club (which had a pecuniary interest) therefore had an indirect pecuniary interest in the matter. Consequently, Mayor Caul should have declared a Conflict and removed herself from the meeting while the matter was discussed.

I have concluded that there was **direct pecuniary** interest in the matter considered at the Council Meeting of November 8, 2021 because the matter being discussed by Council in-camera regarding a legal demand letter was expressly concerned about quoted comments attributed to the Mayor in the Fort Frances Times. Mayor Caul should have declared a Conflict and removed herself from the meeting while the matter was discussed.

Pursuant to section 6.13 of the Inquiry Protocol, I will not apply to a judge to determine if there has been a violation of the MCIA, as I believe an elector, a Solicitor or Council themselves had six (6) weeks after the alleged violations to apply to a judge and had not. Each would have been better qualified to apply to a judge in this case to determination whether the Mayor had contravened sections 5, 5.1 or 5.2 of the MCIA .

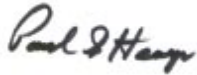
In accordance with Section 9 of the Municipal Conflict of Interest Act, the Judge has the following powers:

Power of judge

9 (1) If the judge determines that the member or former member contravened section 5, 5.1 or 5.2, the judge may do any or all of the following:

1. Reprimand the member or former member.
2. Suspend the remuneration paid to the member for a period of up to 90 days.
3. Declare the member's seat vacant.
4. Disqualify the member or former member from being a member during a period of not more than seven years after the date of the order.
5. If the contravention has resulted in personal financial gain, require the member or former member to make restitution to the party suffering the loss, or, if the party's identity is not readily ascertainable, to the municipality or local board, as the case may be. 2017, c. 10, Sched. 3, s. 7

Respectfully submitted by:



Paul S. Heayn,
Integrity Commissioner

BRIEFING REPORT

Subject: Council Remuneration & Expenses
Date: 2022-04-25
To: Committee of the Whole
From: Dawn Galusha, Treasurer
File Number: TRE2022-19



As per the Municipal Act, c.25, Section 284, S.O. 2001, attached please find an itemized statement of remuneration and expenses paid to each member of Council in respect to services as a member of Council for 2021.

Also attached are statements of remuneration from the Fort Frances Power Corporation and the Rainy River District Social Services Administration Board for members of Council in 2021.

TOWN OF FORT FRANCES
Council Remuneration & Expenses
2021

2 Expenses - Members of Council
(The Municipal Act, c. 25, Section 283(2), S.O. 2001)

NAME	DATE	PURPOSE	COST	PER DIEM
Caul, June				
		TOTAL	-	0.00
Brunetta, Wendy	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	14-Oct-20	NOMA Executive Board (2020 exp paid in 2021)	-	80.00
	17-Mar-21	NOMA Executive Board	-	80.00
	Apr 28-30, 2021	NOMA Executive Board, Conference & AGM	-	400.00
	23-Jun-21	NOMA Executive Board	-	80.00
	11-Aug-21	NOMA Executive Board	-	80.00
	Oct 6-7, 2021	NOMA Executive Board & Strategic Planning	-	320.00
		TOTAL	-	1,120.00
McTaggart, John	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	320.00
Halikas, Andrew				
		TOTAL	-	0.00
Judson, Douglas	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	400.00
Behan, Michael	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
	Aug 16-18, 2021	AMO 2021 Conference	-	480.00
		TOTAL	-	800.00
Wiedenhoeft, Rick	16-Jan-21	RRDMA Annual General Meeting - Virtual	-	80.00
	Apr 28-30, 2021	NOMA Conference & AGM	-	320.00
		TOTAL	-	400.00

TOWN OF FORT FRANCES
Council Remuneration & Expenses
2021

NAME	BASE SALARY	GROSS SALARY	CONFERENCE EXPENSES	TOTAL EXPENSE & REMUNERATION
Caul, June per diems Police Services	28,211.82 - 1,850.00	30,061.82	-	30,061.82
Brunetta, Wendy per diems	14,719.38 1,120.00	15,839.38	-	15,839.38
McTaggart, John per diems Police Services Pay	14,719.38 320.00 2,030.00	17,069.38	-	17,069.38
Halikas, Andrew per diems	16,558.62 -	16,558.62	-	16,558.62
Judson, Douglas per diems	14,719.38 400.00	15,119.38	-	15,119.38
Behan, Michael per diems	14,719.38 800.00	15,519.38	-	15,519.38
Wiedenhoeft, Rick per diems	14,719.38 400.00	15,119.38	-	15,119.38
Hamilton, Linda Police Service Pay	1,850.00	1,850.00		1,850.00
Rogozinski, Gary Police Service Pay	1,850.00	1,850.00		1,850.00
Total		128,987.34	0.00	128,987.34



March 31, 2022

Ms. Dawn Galusha
Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9

Re: 2021 Remuneration of Board Member

Please find below an itemized Statement of Remuneration and Expenses for the board member representing your Municipality on the Fort Frances Power Corporation's Board:

Board Member: June Caul

Total Remuneration: \$4,802.20

If you have any questions regarding this statement, please do not hesitate to contact me at 807-274-9291 extension 2102 or by email mtrivers@ffpc.ca.

Sincerely,

Marah Trivers

Marah Trivers
Finance and Regulatory Officer



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

April 1, 2022

Ms. Dawn Galusha
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Dear Dawn,

RE: 2021 Remuneration of Board Member

Please find below an itemized Statement of Remuneration and Expenses for the board member representing your Municipality on the Rainy River District Social Services Administration Board:

Board Member: **Andrew Hallikas**

Honorarium	\$3,150.00
Per Diem	0.00
Travel & Training	228.96
Mileage	<u>0.00</u>

Total Remuneration \$3,378.96

If you have any questions regarding this statement, please do not hesitate to contact me at 807-274-5349 extension 245 or by e-mail at leluik@rrdssab.on.ca.

Sincerely,

for Leanne Eluik, CPA, CGA
Director of Finance & Asset Management

/jp

cc. Board Files

ADMINISTRATIVE REPORT

Subject: Sunny Cove Camp - RFP
Date: 2022-04-25
To: Committee of the Whole
From: Faisal Anwar, CAO
File Number:



ISSUE

- (1) Obtain Council's input that can be incorporated in the Request for Proposal (RFP) for the Sunny Cove Camp.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Council of the Town of Fort Frances requested to be consulted with respect to the previously authorized issuance of a Request for Proposal to lease the Sunny Cove Camp property; and

FURTHER THAT Council provides its input, and vision relating to the service level for the Sunny Cove Camp operation to be incorporated in a Request for Proposal.

STRATEGIC IMPACT

- *Objective 13. Maintain / Enhance Levels of Service*

OPTIONS & ALTERNATIVES

- (1) Council provides another direction to administration.

HISTORY

In 2009 the Council at the time entered into an agreement to Purchase Kiwanis Sunny Cove Camp from the local Kiwanis Club. The Club was unable to continue to operate the camp due to the increasing costs and new drinking water requirements coming into effect.

The Town agreed to operate Sunny Cove Camp within the rules set out in the agreement with the Kiwanis Club. The Town has in the past used Sunny Cove as a part of its summer programming with overnight camps. Due to staffing concerns and ESA regulations, it is no longer feasible for the Town to offer programming at Sunny Cove.

In the regular meeting of Council on July 13, 2020, RFP No. 20-CS-05 was awarded to Emo-Devlin United Church Group to enter a multi-year lease agreement to run the Sunny Cove Camp. Due to the COVID pandemic and the nature of the camp, there had been several setbacks in finalizing a lease for the property.

SUNNY COVE CAMP - RFP

In the regular meeting of Council on April 11, 2022, the withdrawal of Emo-Devlin Church Group's proposal to lease the Sunny Cove Camp was accepted, and administration was authorized to issue a new RFP.

ANALYSIS

The administration had already consulted Kiwanis Club regarding the use of the property and will incorporate their input in the RFP.

The purpose of this report is to obtain Council's perspective on the vision of this property which will determine its use, sustainability, and the services that could be offered to the citizens by the lessee/operator of the Sunny Cove Camp.

CONSULTATION

- Kiwanis Club

SUPPORTING DOCUMENTS

- (1) N/A



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

(A By-Law to Establish Tax Ratios for Prescribed Property Classes).

WHEREAS the Corporation of the Town of Fort Frances is required to establish tax ratios pursuant to s.308 of the *Municipal Act*, 2001, as amended;

AND WHEREAS the tax ratios determine the relative amount of taxation to be borne by each property class;

AND WHEREAS the property classes have been prescribed pursuant to Section 7 of the *Assessment Act*, R.S.O. 1990, c.A.31, and Part II of O.Reg. 282/98 (optional large industrial class has been adopted);

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

1. That for the taxation year 2022, the tax ratio for property in:
 - a) the residential/farm property class is 1;
 - b) the new multi-residential property class is 1;
 - c) the multi-residential property class is 2.250615;
 - d) the commercial occupied property class is 1.943520;
 - e) the commercial vacant/excess property class is 1.943520;
 - f) the industrial occupied property class is 2.616491;
 - g) the industrial vacant/excess property class is 2.616491;
 - h) the large industrial occupied property class is 4.663262;
 - i) the large industrial vacant/excess property class is 4.663262;
 - j) the pipelines property class is 2.543254;
 - k) the farmlands property class is 0.250000;
 - l) the managed forests property class is 0.250000.

This By-Law shall come into force and take effect on final passing.

Enacted and passed this 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW XX/22

(Being a By-Law to adopt the estimates of all sums required for all municipal purposes during the year 2022).

WHEREAS Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body.

AND WHEREAS on March 7, 2022, Council consented to the 2022 budget being brought forward in by-law form for consideration;

AND WHEREAS, notice was advertised pursuant to By-Law No. 64/02 (the Notice By-Law) that a by-law to approve the 2022 budget would be considered at the April 11, 2022 Council meeting.

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

- 1. That Schedule “A” attached hereto and forming part of this by-law setting out the estimates of all revenues to be received by the Municipality during the year 2022 and all estimates of expenditures to be made for municipal purposes during the year 2022 is hereby adopted.

Enacted and passed this 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

2022 Budget Summary
By-Law No. /22 - Schedule "A"

General Division	Revenue	Expenditure	Budget Deficit
Corporate	(\$17,697,669)	\$6,858,757	(\$10,838,912)
Administration & Finance	(348,540)	1,771,251	1,422,711
Emergency Services	(631,294)	3,912,388	3,281,094
Community Services	(943,896)	3,337,462	2,393,566
Operations & Facilities	(2,129,477)	5,615,479	3,486,002
Planning & Development	(303,436)	558,975	255,539
	(22,054,312)	22,054,312	-
Capital Budget	(17,570,975)	17,570,975	-
Water Operating Budget	(3,003,281)	3,003,281	-
Sewer Operating Budget	(2,791,235)	2,791,235	-
	(5,794,516)	5,794,516	-
	(\$45,419,803)	\$45,419,803	-

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW XX/22

(Being a By-Law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2022).

WHEREAS pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, (“the Act”) as amended, Council on April 25, 2022, passed By-Law No. XX/22 to adopt a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body;

AND WHEREAS Section 312 of the Act, as amended provides that the Council of the Town of Fort Frances shall pass a by-law levying a separate tax rate on the assessment in each property class.

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

1. There shall be levied and collected upon the assessable lands and buildings, within the limits of the Town of Fort Frances, those rates more particularly set forth in Schedule “A” forming part of this By-Law in the manner set forth in the said Schedule “A”.
2. The said taxes and all local assessments, and other rates payable as taxes for the year 2022 including school taxes at a rate determined by the Province (hereinafter collectively referred to as “municipal taxes”) as set forth in Schedule “A” shall be payable into the office of the Treasurer of the Corporation in the manner as set out herein:

The Municipal Taxes as shown on Schedule “B” are to be payable in 2 installments, the first being fifty (50)% of the total taxes levied and the second being the remaining balance of said taxes with due dates for payment as follows:

First Installment: July 29, 2022

Second Installment: August 31, 2022

3. THAT the Treasurer is hereby empowered to accept part payment from time to time on account of taxes due.
4. THAT all taxes which are in default on the day after the due date a penalty of 1.25 percent shall be added and thereafter a penalty of 1.25 percent per month will be added on the first day of each and every month the default continues, until December 31, 2022.
5. On all taxes in default on January 1st, 2023, interest shall be added at the rate of 1.25 percent per month for each month the default continues.
6. Penalties and interest added in default shall become due and payable and shall be collected as if the same had originally been imposed and formed part of such unpaid tax levy.
7. The Tax Administrator shall mail or cause the same to be mailed to the residence or place of business of such person indicated on the last revised assessment roll, a written or printed notice specifying the amount of taxes payable.
8. THAT taxes may be paid through the following facilities:

Town of Fort Frances Civic Centre – 320 Portage Ave. Fort Frances, ON
Telebanking and Internet Services through any major financial institution
Preauthorized Payment Plan
Mail Service via Canada Post
Night Depository, Civic Centre – 320 Portage Ave., Fort Frances, ON
By cash, cheque, money order or interac service.

This By-Law shall come into force and take effect on final passing.

Enacted and **passed** this 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

2022 Tax Rates Summary

By-Law No. __/22- Schedule "A"

	Residential	New Multi-residential	Multi-residential	Commercial			Industrial	Large Industrial	Pipelines	Farm
				No Band	Low Band	High Band				
Tax Ratios	1.000000	1.000000	2.250615	1.943520			2.616491	4.663262	2.543254	0.250000
Education- New Construction				0.00880000	0.00848436	0.01414061	0.00880000	0.00880000		
Fort Frances Town, 5912										
Education Rate	0.00153000	0.00153000	0.00153000	0.00880000	0.00848436	0.01414061	0.00880000	0.00880000	0.00880000	0.00038250
Municipal Rate	0.01850739	0.01850739	0.04048879	0.03596948	0.03487323	0.05812205	0.04774767	0.08509868	0.04706899	0.00462685
Total Tax Rate	0.02003739	0.02003739	0.04201879	0.04476948	0.04335759	0.07226266	0.05654767	0.09389868	0.05586899	0.00500935

TOWN OF FORT FRANCES
2022 Tax Rates/Levy
By-Law No. ___/22- Schedule "B"

Property	Class	2022 Assessment	2022 Municipal Tax Rates	2022 School Tax Rates	Total Tax Rate	MUNICIPAL TAXES	SCHOOL TAXES	TOTAL TAXES
General								
Farmland	FTEP	221,000	0.00462685	0.00038250	0.00500935	1,022.53	84.53	1,107.07
Residential	RTEP	372,448,770	0.01850739	0.00153000	0.02003739	6,893,054.64	569,846.62	7,462,901.26
No-support	RTEP	75,300	0.01850739	0.00153000	0.02003739	1,393.61	115.21	1,508.82
	RTES	63,791,930	0.01850739	0.00153000	0.02003739	1,180,622.13	97,601.65	1,278,223.78
Multi-Residential	RTFP	522,000	0.01850739	0.00153000	0.02003739	9,660.86	798.66	10,459.52
	RTFS	1,439,500	0.01850739	0.00153000	0.02003739	26,641.39	2,202.44	28,843.82
	MTEP	13,720,315	0.04048879	0.00153000	0.04201879	555,518.95	20,992.08	576,511.03
	MTES	881,131	0.04048879	0.00153000	0.04201879	35,675.93	1,348.13	37,024.06
	MTFP	62,854	0.04048879	0.00153000	0.04201879	2,544.88	96.17	2,641.05
New MultiResidential	NT	428,000	0.01850739	0.00153000	0.02003739	7,921.16	654.84	8,576.00
Commercial - Low Band	CT	59,991,468	0.03487323	0.00848436	0.04335759	2,092,096.26	508,989.21	2,601,085.47
	High Band	CT	3,902,435	0.05812205	0.01414061	0.07226266	55,182.81	282,000.33
		CM	2,075,000	0.03487323	0.03487323	72,361.95	0.00	72,361.95
		CH	445,000	0.03487323	0.00980000	0.04467323	4,361.00	19,879.59
Parking Lot	DT	905,355	0.03487323	0.00848436	0.04335759	31,572.65	7,681.36	39,254.01
	GT	184,000	0.03487323	0.00848436	0.04335759	6,416.67	1,561.12	7,977.80
New Construction	XT	2,099,200	0.03487323	0.00848436	0.04335759	73,205.88	17,810.37	91,016.25
Excess Land - Low Band	CU	610,435	0.03487323	0.00848436	0.04335759	21,287.84	5,179.15	26,466.99
	High Band	CU	2,565	0.05812205	0.01414061	0.07226266	36.27	185.35
Vacant Land - Low Band	CX	1,826,600	0.03487323	0.00848436	0.04335759	63,699.44	15,497.53	79,196.97
	High Band	CX	0	0.05812205	0.01414061	0.07226266	0.00	0.00
Industrial	IT	1,188,600	0.04774767	0.00880000	0.05654767	56,752.88	10,459.68	67,212.56
HYDRO/FFPC	IH	437,200	0.04774767	0.00980000	0.05754767	20,875.28	4,284.56	25,159.84
Excess Land	IU	252,942	0.04774767	0.00880000	0.05654767	12,077.39	2,225.89	14,303.28
Vacant Land	IX	1,430,800	0.04774767	0.00880000	0.05654767	68,317.37	12,591.04	80,908.41
HYDRO - EXCESS LAND	IK	71,800	0.04774767	0.00980000	0.05754767	3,428.28	703.64	4,131.92
Large Industrial	LT	1,778,300	0.08509868	0.00880000	0.09389868	151,330.98	15,649.04	166,980.02
Pipeline	PT	3,175,000	0.04706899	0.00880000	0.05586899	149,444.04	27,940.00	177,384.04
Sub-total		533,967,500				11,779,408.21	1,383,893.00	13,163,301.21
Payment-In Lieu								
Residential	RPEP	6,255	0.01850739	0.00153000	0.02003739	115.76	9.57	125.33
	RPES	1,245	0.01850739	0.00153000	0.02003739	23.04	1.90	24.95
Commercial	CF	4,135,200	0.03487323	0.00980000	0.04467323	144,207.78	40,524.96	184,732.74
	CG	6,182,700	0.03487323		0.03487323	215,610.72	0.00	215,610.72
	CP	455,900	0.03487323	0.00848436	0.04335759	15,898.71	3,868.02	19,766.73
Industrial- Vacant Land	IZ	0	0.04774767	0.00848436	0.05623203	0.00	0.00	0.00
	Sub-total	10,781,300				375,856.01	44,404.45	420,260.47
Exempt		71,264,000						
TOTALS		616,012,800				12,155,264.22	1,428,297.46	13,583,561.67

Education Portion not shared with School Boards

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

(Being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 324 Victoria Avenue)

WHEREAS The Corporation of the Town of Fort Frances has identified a laneway matter in need of rectifying;

AND WHEREAS to rectify, the Town of Fort Frances requires an easement over part of 324 Victoria Avenue, the part being legally described as PIN 56018-0128 (LT); PART OF PCL 244-1 SEC ALBTP; PART OF LT 244 TOWN PLOT ALBERTON; DESIGNATED AS PART 1, PL 48R4636; FORT FRANCES;

AND WHEREAS Council of the Town of Fort Frances at its meeting August 9, 2021 approved a report from the Chief Building Official permitting this easement agreement.

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

1. That the acknowledgement and direction to Paul E. Brunetta and to Clare Allan Brunetta Law Firm re Transfer Easement, in the form of Schedule “A” attached hereto and forming part of this by-law be approved.
2. That Reference Plan of Survey 48R-4636 in the form of Schedule “B” attached hereto and forming part of this by-law be approved.
3. That in token of this approval, the Mayor and Clerk be authorized to execute on behalf of the Corporation of the Town of Fort Frances said acknowledgement and direction and any other document(s) necessary to complete the granting of said easement.
4. This By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 25th day of April 2022.

J.Caul, Mayor

G. Lecuyer, Clerk

ACKNOWLEDGEMENT AND DIRECTION

TO: Paul E. Brunetta, Barrister and Solicitor
(insert lawyer's name)

AND TO: Clare Allan Brunetta Law Firm
(insert firm name)

RE: Transfer Easement
("the transaction")

This will confirm that:

- I/we have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale therein.
- The effect of the documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.

This document and all attached hereto have been reviewed, understood, and approved. I/We hereby give the authority to Clare Allan Brunetta Law Firm per: Paul Ernest Brunetta to register the Transfer Easement herein.

The Document(s) described in the Acknowledgment and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- A Transfer of the land described above.
- A Charge of the land described above.
- Other documents set out in Schedule "A" attached hereto.

Dated this ____ day of April, 2022.

WITNESS
(As to all signatures, if required)

Witness: The Corporation of the Town of Fort Frances

per: _____
June Caul, Mayor

per: _____
Gabrielle Lecuyer, Clerk

I/We have the authority to bind the Corporation.

This document has not been submitted and may be incomplete.

Properties			
PIN	56018 - 0128	LT	Interest/Estate Fee Simple <input checked="" type="checkbox"/> Add Easement
Description	PART OF PCL 244-1 SEC ALBTP; PART OF LT 244 TOWN PLOT ALBERTON; DESIGNATED AS PART 1, PL 48R4636; FORT FRANCES		
Address	324 VICTORIA AVENUE FORT FRANCES		

Consideration	
Consideration	\$0.00

Transferor(s)	
The transferor(s) hereby transfers the easement to the transferee(s).	
Name	RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD Acting as a company
Address for Service	450 Scott Street Fort Frances, ON P9A 1H2
A person or persons with authority to bind the corporation has/have consented to the registration of this document. This document is not authorized under Power of Attorney by this party.	

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	THE CORPORATION OF THE TOWN OF FORT FRANCES	
Address for Service	Acting as a company 320 Portage Avenue Fort Frances, ON P9A 3P9	

Statements	
Schedule: See Schedules	

Calculated Taxes	
Provincial Land Transfer Tax	\$0.00

-LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 56018 - 0128 PART OF PCL 244-1 SEC ALBTP; PART OF LT 244 TOWN PLOT ALBERTON; DESIGNATED AS PART 1, PL 48R4636; FORT FRANCES

BY: RAINY RIVER DISTRICT SOCIAL SERVICES ADMINISTRATION BOARD

TO: THE CORPORATION OF THE TOWN OF FORT FRANCES

1. JUNE CAUL, MAYOR, AND GABRIELLE LECUYER, CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for _____ described in paragraph(s) () above.
- ☒ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF FORT FRANCES described in paragraph(s) (c) above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price) (ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$0.00

4.

Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

5. The land is not subject to an encumbrance

6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
 - (b) This is not a conveyance of "designated land".
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument:	Transfer Easement		
	LRO 48	Registration No.	Date:
B. Property(s):	PIN 56018 - 0128	Address 324 VICTORIA AVENUE FORT FRANCES	Assessment - Roll No
C. Address for Service:	320 Portage Avenue Fort Frances, ON P9A 3P9		
D. (i) Last Conveyance(s):	PIN 56018 - 0128	Registration No.	
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not known <input type="checkbox"/>			

SCHEDULE

INTEREST/ESTATE TRANSFERRED - EASEMENT IN GROSS

THE TRANSFEROR hereby grants and transfers to the Corporation of the Town of Fort Frances (herein called the "Transferee"), its successors and assigns, the perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along and upon the lands described in the Properties section of the Transfer Easement to which this Schedule is attached (the "Easement Lands"):

1. to erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and remove at any time and from time to time:
 - a. electrical power and/or transmission line or lines and communication line or lines, including without limitation, all necessary, guys, conduits, conduit structures, markers, poles, anchors, maintenance holes, fixtures, equipment, braces, wires, cables, pad-mount equipment, if applicable, cable, and/or appurtenances thereto and/or associated material and equipment;
 - b. storm, sanitary, sewer(s), watermain(s), drains, water supply and/or service line(s), and including without limitation all lines, pipes, anchors, maintenance holes, accesses, hydrants, service boxes, conduits, fixtures, equipment braces, catch basis, and/or appurtenances thereto and/or associated material and equipment;
 - c. telecommunications facilities or any part thereof forming part of continuous lines between the Transferee's lands and other lands including, without limitation, all necessary buried cable and wires, conduits, conduit structures, maintenance holes, appropriate foundations containing all components connecting to the Transferee's network, underground vaults, cabinets, grounding wells, markers, fixtures, equipment, and all appurtenances thereto;
 - d. pipelines and all works, appurtenances, attachments, apparatus, appliances, markers, fixtures and equipment which the Transferee may deem necessary or convenient thereto;
 - e. watercourses, ditches, land drainage works, or other public utilities;(all or any of which items or works are herein called the "Facilities").

Including without limitation, all necessary buried and/or above ground Facilities.
2. to mark the location of any Facilities by suitable markers;
3. to enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for

and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material, and equipment of all purposes.

4. to remove, clear, trim, sever, and fell any obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities;
5. to grade, maintain the Easement Lands at the discretion of the Transferee as if they were public lands;
6. to move snow from and move snow about the Easement Lands;
7. to free and unimpeded access at all times to the Easement Lands from and over abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted;
8. to conduct engineering, legal, and other surveys in, on and over the Easement Lands; and
9. to authorize utility and other service providers to do anything that is permitted by the Transferee under this agreement, including but not limited to the Fort Frances Power Corporation, Enbridge Inc., Bell Canada Enterprises and their respective officers, employees workers, permittees, servants, agents, contractors and subcontractors.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate in, on, and/or within the Easement Lands.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

METRIC
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471

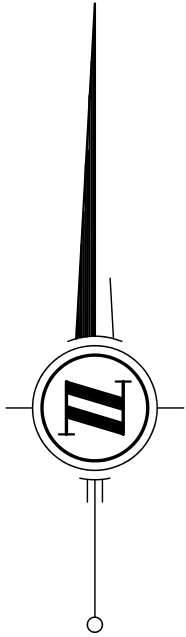
NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, HAVING A BEARING OF N89°49'20"W BY REAL TIME KINEMATIC (RTK) OBSERVATIONS, UTM ZONE 15, NAD83 (CSRS)(2010).

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999562.

ROTATIONS APPLIED TO PLAN BEARINGS FOR BEARING COMPARISONS	
PLAN	ROTATION
P2	0°04'20" COUNTER-CLOCKWISE

COORDINATES BELOW ARE DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE AND ARE REFERRED TO UTM ZONE 15, NAD83 (CSRS)(2010).		
COORDINATES COMPLY WITH URBAN ABSOLUTE ACCURACY PER SEC.14(2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
A	5 383 946.93	471 068.28
B	5 383 946.30	471 269.34
C	5 383 999.57	471 118.62
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		



PLAN 48R-4636

Received and deposited

November 19th, 2021

Linda Bursey

**Representative for the
Land Registrar for the
Land Titles Division of
Rainy River (No.48)**

PARTS SCHEDULE

PART	LOT	PIN	AREA
1	PART OF LOT 244, ALBTP	PART OF 56018-0128	83.21 m ²
2	PART OF LOT 245 ALBTP	PART OF 56018-0129	21.50 m ²

PLAN OF SURVEY OF
PART OF LOTS 244 & 245
TOWN PLOT OF ALBERTON
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE — 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250

LEGEND

□	DENOTES A PLANTED SURVEY MONUMENT
■	DENOTES A FOUND SURVEY MONUMENT
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
PB	DENOTES PLASTIC BAR
748	DENOTES D.F. WALTON, O.L.S.
998	DENOTES G. WEGMAN, O.L.S.
1011	DENOTES H.A. SMITH, O.L.S.
1391	DENOTES B. MASKELL LTD.
MEAS	DENOTES MEASURED
P1	DENOTES TOWN PLOT OF ALBERTON
P2	DENOTES REFERENCE PLAN 48R-2501
ALBTP	DENOTES ALBERTON TOWN PLOT
PIN	DENOTES PROPERTY IDENTIFICATION NUMBER
PROP	DENOTES PROPORTION
OU	DENOTES ORIGIN UNKNOWN
WIT	DENOTES WITNESS
AUW	DENOTES AERIAL UTILITY WIRE
//	DENOTES NOT TO SCALE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 26th DAY OF AUGUST, 2021.

2021/11/09
DATE
PETER de HAAN
PETER de HAAN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-17883.



TBT ENGINEERING
CONSULTING GROUP

TBT SURVEYORS INC. - A WHOLLY OWNED SUBSIDIARY OF TBT ENGINEERING LIMITED

255 SCOTT STREET, FORT FRANCES, ON P9A 1G8
T: (807) 274-4504 F: (807) 624-5161 www.tbte.ca

DRAWN BY: H.W. CHECKED BY: PdeH DATED 2021/11/09

DWG No.: Y:\Projects\2021\21-499 TOWN FF\Microsurvey\21-499 TOWN FF.dwg

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

(Being a by law to authorize the execution of an agreement with JML Engineering re: RFP 2022-OF-04).

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 April 11, 2022 Council received a report from the Manager of Operations and Facilities to award the Request for Proposal for Detailed Engineering Design of the Portage Avenue Underpass Superstructure Rehabilitation (RFP 2022-OF-04);

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with JML Engineering.

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 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer Clerk

M.E.A./C.E.O.**CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS
SHORT FORM (2011)****MEMORANDUM OF AGREEMENT BETWEEN****THE CORPORATION OF** the Town of Fort Frances **(Client)****And**JML Engineering Ltd. **(Consultant)****Dated** April 21, 2022

WHEREAS the Client intends to (describe project generally):
JML Engineering will review the Town of Fort Frances' Portage Avenue

Underpass Bridge superstructure and develop a rehabilitation plan, including
detailed design drawings and tender specifications.

and has requested the Consultant to furnish professional services in connection
therewith.

1. The Client hereby retains the services of the Consultant in connection with the Project and the Consultant hereby agrees to provide the services set out in section 2. below.
2. The services ("Services") to be provided by the Consultant shall consist of the following:
As per JML Engineering proposal 52669 dated March 11, 2022.

3. The Client shall pay the Consultant either on a lump-sum fee basis or on a time basis, as stipulated in the letter of engagement.
4. **Time-Based Compensation:** In order to provide data for the calculation of fees on a time basis, the Consultant shall keep a detailed record of the hours worked by staff employed for the Project. The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement. The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

When requested by the Client, the Consultant shall provide, for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services.

- (b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- (c) A Staff list showing the number, classifications and hourly rate rates for staff, Principals and Executives, for which the Consultant will seek payment on a time basis. The Consultant shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Consultant's staff who is to be the liaison person between the Consultant and the Client.

Fees calculated on a time basis shall be exclusive of reimbursable expenses, and shall be exclusive of HST.

5. **Lump Sum Fee Compensation:** The agreed lump sum fee shall be as set out in the letter of engagement. The lump sum fee shall be exclusive of reimbursable expenses, and shall be exclusive of HST.
6. **Reimbursable Expenses:** In addition to the fee (either time based or lump sum), the Consultant shall be reimbursed at cost plus an administrative charge of 5%, for all expenses properly incurred by him in connection with the Project, including but not limited to: vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, chemical and physical tests.
7. The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Unless otherwise set out in the letter of engagement, payment shall be due 30 days following date of invoice.

-
8. The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.
9. The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.
- (a) Comprehensive General Liability and Automobile Insurance
The Insurance Coverage shall be \$ 5,000,000 per occurrence and in the aggregate for general liability and \$ 2,000,000 for automobile insurance. When requested the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.
- (b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of \$ 2,000,000 per claim and in the aggregate. When requested, the Consultant shall provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.
10. Unless otherwise provided in this Agreement, where the work of the Consultant is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Consultant, but shall be submitted through the offices of the Client and unless authorized by the Client in

writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the consultant.

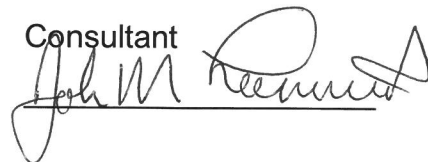
11. The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The signatories shall have the authority to bind their corporation, company or firm, as the case may be, for purposes of this agreement

Client

Dated _____

Consultant



Dated APRIL 21 2022

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW 29/15-B

(Being a by law to authorize the execution of an amending agreement No. 2 (the “Amending Agreement No.2”) between Product Care Association – Municipal Industry Stewardship Plan (ISP) and the Corporation of the Town of Fort Frances for the purpose of the collection and processing of certain hazardous wastes)

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 April 11, 2022 Council received a report from the Manager of Operations & Facilities per the recommendation of the Operations and Facilities Executive Committee to approve a second amending agreement between Product Care Association – Municipal Industry Stewardship Plan (ISP) and the Town of Fort Frances for the purpose of the collection and processing of certain hazardous wastes

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an amending agreement No. 2 with Product Care Association – Municipal Industry Stewardship Plan (ISP)

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 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer Clerk

**AMENDING AGREEMENT NO. 2 TO THE
PRODUCT CARE ASSOCIATION – MUNICIPAL INDUSTRY STEWARDSHIP PLAN (ISP)
MATERIALS SERVICES AGREEMENT**

THIS AMENDING AGREEMENT NO. 2 (the “Amending Agreement No. 2”) is made effective as of the 1st day of October, 2021.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “Municipality”)

- and -

PRODUCT CARE ASSOCIATION OF CANADA
 (“PCA”)

RECITALS:

- A. The Municipality and PCA (together, the “Parties”) entered into the Product Care-Municipal Industry Stewardship Plan (ISP) Materials Services Agreement (the “Agreement”) made as of the 30th day of June, 2015 for the provision of certain services by the Municipality to PCA concerning Phase 1 materials, which were paints and coatings and the containers in which they are contained, as defined by the Industry Stewardship Plan for Paints and Coatings (the “ISP”) pursuant to section 34 of the *Waste Diversion Act, 2002*, SO 2002, c 6, which was in force at the time, but which has since been repealed as of November 30, 2016.
- B. The Agreement has been amended by Amending Agreement No. 1 effective the 1st of April 2016, which forms part of the Agreement, to add services for pesticides, solvents and fertilizers and the containers in which they are contained, as defined by the ISP.
- C. The Municipal Hazardous or Special Waste Program operated by Stewardship Ontario (“SO”) and the ISP program will cease operations on the 30th of September 2021. As of the 1st of October 2021, Ontario Regulation 449/21 (Hazardous and Special Products; the “HSP Regulation”) under the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, *Sched. 1 (the “RRCEA”)* will come into effect and replace repealed legislation regarding resource recovery and waste diversion.
- D. The Resource Productivity and Recovery Authority (“RPRA”) was created by the Government of Ontario to support the transition and oversee waste diversion programs. RPRA’s authority is received from the RRCEA and the *Waste Diversion Transition Act, 2016*, SO 2016, c 12, *Sched. 2 (the “WDTA”)*. The purpose of the WDTA includes promoting the orderly winding up of waste diversion programs and industry funding organizations, such

AMENDING AGREEMENT NO. 2

as SO, in order to allow for governance under the RRCEA, or otherwise.

- E. The HSP Regulation makes producers of Hazardous and Special Products (“HSP”) responsible for the products once they reach end of life and are disposed of, sets mandatory requirements for HSP collection systems and gives producers choices with respect to resource recovery services. PCA is registered as a Producer Responsibility Organization (“PRO”) with RPRA and has entered into agreements with several producers with the purpose of carrying out one or more of the responsibilities related to HSP.
- F. The Municipality will provide or arrange for certain services with respect to HSP Materials, which includes collecting, sorting, transporting (hauler), processing and post-collection services as understood in the Agreement. PCA will compensate the Municipality or the Municipality’s service provider for these certain services in order to fulfil their contractual obligations as a PRO, and the requirements of the HSP Regulation.
- G. The Parties wish to make certain amendments to the Agreement for the second time as contemplated in Section 13 of the Agreement, and in accordance with the terms and conditions set out herein as Amending Agreement No. 2.

NOW THEREFORE in consideration of the terms and provisions set out in this Amending Agreement No. 2, the sufficiency of which is acknowledged, the Parties agree as follows:

- 1. The above recitals are true.
- 2. Except for the Title, Recitals and the specific sections replaced by this Amending Agreement No. 2, the following defined terms in Column A shall be replaced by the terms in Column B due to the reason described in Column C, in the Agreement:

A: Previous Term(s)	B: New Term(s)	C: Purpose of the New Term(s)
“Product Care Association”	“Product Care Association of Canada”	The current legal name of PCA.
“Municipal Hazardous or Special Waste” or “MHSW”	“Hazardous and Special Products” or “HSP”	To be consistent with the term used to identify all the materials able to be processed under the HSP Regulation.
“ISP Materials”	“HSP Materials”	To be consistent with the new terminology in the HSP Regulation.
“ISP Program” or “ISP”	“HSP Program”	To be consistent with new terminology in HSP Regulation.
“ISP Services”	“HSP Services”	To be consistent with new terminology in HSP Regulation.
“Waste Diversion Ontario” or “WDO”	“Resource Productivity and Recovery Authority” or “RPRA”	The current regulatory authority overseeing waste diversion in Ontario.

- 3. Section 1.0 of the Agreement providing the Definitions and Interpretation for the Agreement is deleted in its entirety and replaced with Section 1.0 provided as Appendix 1

AMENDING AGREEMENT NO. 2

to this Amending Agreement No. 2.

4. Section 2.0 of the Agreement specifying the HSP Services contracted for under the Agreement is deleted in its entirety and replaced with Section 2.0 provided as Appendix 2 to this Amending Agreement No. 2.
5. Subsection 3.4 of the Agreement specifying that the Municipality will not charge residential Generators for the collection of HSP Materials is deleted in its entirety and replaced with the following:

3.4 The Municipality will not charge Generators at its Depots or Events that it is authorized to receive HSP Materials from.
6. Section 4.0 of the Agreement specifying the Term and initiation of the Lab Pack Audit Methodology Review is deleted in its entirety and replaced with Section 4.0 provided as Appendix 3 to this Amending Agreement No. 2.
7. Section 5.0 of the Agreement with respect to Title and Compliance with Laws is deleted in its entirety and replaced with Section 5.0 provided as Appendix 4 to this Amending Agreement No. 2.
8. Section 10.0 of the Agreement with respect to Notices is deleted in its entirety and replaced with Section 10.0 provided as Appendix 5 to this Amending Agreement No. 2.
9. A new Section 29.0 is added to the Agreement with respect to Promotion as follows:

29.0 Promotion

- 29.1 PCA shall not, except with the prior written consent of the Municipality, or as required to provide any services to the Municipality as outlined under the Agreement, release information relating to this Agreement or make use of its association with the Municipality or use the Municipality's name, including the use of the Municipality's logo or other identifiable insignia, for advertising, promotional, or technical purposes or otherwise give it publicity in any manner.
10. Schedule "A" of Agreement is deleted in its entirety and replaced with Schedule "A" provided as Appendix 6 to this Amending Agreement No. 2.
 11. Schedule "B" of Agreement is deleted in its entirety and replaced with Schedule "B" provided as Appendix 7 to this Amending Agreement No. 2
 12. Schedule "C" of Agreement is deleted in its entirety and replaced with Schedule "C" provided as Appendix 8 to this Amending Agreement No. 2.
 13. Schedule "D" of Agreement is deleted in its entirety and replaced with Schedule "D"

AMENDING AGREEMENT NO. 2

- provided as Appendix 9 to this Amending Agreement No. 2
14. Schedule “E” of Agreement is deleted in its entirety and replaced with Schedule “E” provided as Appendix 10 to this Amending Agreement No. 2.
 15. All capitalized terms which are used in this Amending Agreement No. 2, if not otherwise defined here, shall have the defined meaning set out in the Agreement.
 16. Except as set out in this Amending Agreement No. 2, all other terms and conditions of the original Agreement remain in force and are unchanged, and unmodified.
 17. The Municipality acknowledges that some Ontario municipalities have participated in the drafting of a template version of this Amending Agreement No. 2. The Municipality acknowledges and agrees that the participation of these municipalities in drafting the template Amending Agreement No. 2 does not constitute these municipalities’ endorsement or verification of the (i) Amending Agreement No. 2, (ii) Agreement, (iii) PCA, or (iv) services provided by PCA under the Agreement, and that the Municipality cannot rely on these other municipalities’ involvement when entering into the Amending Agreement No. 2 or the Agreement. The Municipality acknowledges having reviewed this Amending Agreement No. 2 and having been made aware of its right to obtain independent legal advice and has either obtained said legal advice or has chosen not to obtain legal advice and enter into this Amending Agreement No. 2 willingly and of its own accord.
 18. Regardless of the date on which the parties execute this Amending Agreement No. 2, upon this Amending Agreement No. 2 having been fully executed by PCA and the Municipality, PCA shall, retroactive to October 1, 2021, make the payments that PCA is required to make to the Municipality under the Agreement, as modified by this Amending Agreement No. 2.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

19. This Amending Agreement No. 2 may be executed in any number of counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Amending Agreement No. 2 electronically in legible form is equally effective as delivery of a manually executed counterpart of this Amending Agreement No. 2. The form of execution may be subject to the Municipality's temporary document execution process, in place during COVID-19 restrictions. Should this Amending Agreement No. 2 be executed during such restrictions, the Parties agree that execution can be effected through the use of the Municipality's 'Temporary Electronic Approval Template', provided that such a template exists.

IN WITNESS WHEREOF the duly authorized signing officers of the Parties have executed this Amending Agreement No. 2 effective as of the date first written above.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____

Name:

Title:

Date: March____,2022

I/We have authority to bind the Corporation.

PRODUCT CARE ASSOCIATION OF CANADA

Per: _____

Name: Mark Kurschner

Title: President

Date:

I/We have authority to bind the Corporation.

Appendix 1

1.0 Definitions and Interpretation

- 1.1. Terms beginning with capital letters and used herein without definition shall have the meanings given to them in either the *Waste Diversion Act, 2002*, SO 2002, c 6 (Ontario), the *Municipal Act, 2001*, SO 2001 c 25 (Ontario), the *Waste Diversion Transition Act, 2016*, SO 2016, c 12 (Ontario), or the *Resource Recovery and Circular Economy Act, 2016*, SO 2016, c 12, Sched. 1 (Ontario) as the case may be unless otherwise specified.
- 1.2. In this Agreement:
- (a) **“Agreement”** means this Agreement and includes all schedules, appendices, and amendments thereto;
 - (b) **“Business Day”** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario or, if the Municipality is an upper-tier or single-tier municipality, that the Municipality has elected to be closed for business. The Parties acknowledge that the Municipality may operate Collection Services at its Depots outside of a “Business Day” and that this definition of “Business Day” is not intended to constrain the operating hours of the Municipality’s Depots;
 - (c) **“Claims Submission”** means submission to PCA of data required to validate claim for payment;
 - (d) **“Collection Services”** means all the activities agreed upon under this Agreement, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring HSP Materials onto transportation vehicles, including the manifesting of the HSP Materials prior to transportation away from the Event or Depot;
 - (e) **“Collection Site(s)”** means the HSP Depot(s) named under Schedule “B”;
 - (f) **“Commingled Materials”** means the HSP Materials listed in Schedule E that can be and are safely packed together for transportation as per the Packing Standards;
 - (g) **“Current Price”** means the price for Post Collection Services for Commingled Materials in effect as of October 1, 2021 and, for subsequent years commencing from and after January 1, 2023, the price for Post Collection Services for Commingled Materials in effect as of January 1 of the applicable year, subject to an annual increase for each of those subsequent years by a percentage amount equal

to the percentage change in the Statistics Canada Consumer Price Index (All Items, Not Seasonally Adjusted) which occurred during the previous twelve (12) month period in the province of Ontario;

- (h) **“Depot”** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving HSP Materials from Generators that the Municipality is authorized to receive HSP Materials from, and transferring same to transporters for processing or recycling;
- (i) **“Diversion Report”** means invoices, HSP Materials tonnage reports, or other such documents as may reasonably be required by PCA from time to time for the validation of Claims Submissions;
- (j) **“Effective Date”**
 - i. means June 30, 2015 for the ISP;
 - ii. means April 1, 2016 for Amendment No. 1 to the ISP to add services for pesticides, solvents and fertilizers; and
 - iii. means October 1, 2021 for the HSP Program where PCA is now a PRO for certain producers pursuant to the HSP Regulation;
- (k) **“End Processor”** means a Service Provider that processes collected HSP Materials;
- (l) **“Event”** means a one-day or other collection event, operated by or on behalf of the Municipality to collect, pack, transport, weigh, and process HSP Materials from Generators that the Municipality is authorized to receive HSP from;
- (m) **“FOB”** means free on board;
- (n) **“Generator”** means the final user who generates waste which will be reused, recycled or disposed;
- (o) **“Industry Stewardship Plan” or “ISP”** means the now discontinued PCA Paints and Coatings waste diversion program dated May 23, 2014 as it applied to Phase 1 materials approved by Waste Diversion Ontario on December 10, 2014 which commenced on the Effective Date, pursuant to section 34 of the *Waste Diversion Act, 2002* (Ontario), including any amendments thereto and replacements thereof, and terminated or will terminate on the 30th of September 2021;
- (p) **“HSP”** has the same definition as “hazardous and special product” or “HSP” under the HSP Regulation;

- (q) **"HSP Materials"** means the HSPs designated by the Parties in Schedule "C", for the purposes of this Agreement;
- (r) **"HSP Program"** means the PCA waste diversion program with the Effective Date of October 1, 2021 as it applies to HSP Materials;
- (s) **"HSP Regulation"** means Ontario Regulation 449/21 (Hazardous and Special Products) under the *Resource Recovery and Circular Economy Act, 2016*, as amended;
- (t) **"HSP Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider for the HSP Materials;
- (u) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by the Parties with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by PCA as set out in this Agreement;
- (v) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Ontario Regulation 347: General – Waste Management, made under the *Environmental Protection Act* (Ontario);
- (w) **"Member Associations"** has the meaning set out in Section 4.3;
- (x) **"Minister"** means the Minister of the Environment Conservation and Parks for the Province of Ontario;
- (y) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be and are packed separately for transportation as per the Packing Standards;
- (z) **"Non-Designated HSP"** means products that are hazardous or special that are not designated as an HSP under the HSP Regulation;
- (aa) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E", as amended by PCA from time to time;
- (bb) **"PCA Portal"** means PCA's online system for uploading Claims Submissions;

- (cc) **“Producer Responsibility Organization” or “PRO”** includes PCA where PCA has registered as a PRO with RPRA and entered into an agreement with a producer(s) for the purposes of carrying out one or more of the producer responsibilities as prescribed by the HSP Regulation, but does not include a processor retained solely for the purposes of processing HSP;
- (dd) **“Post-Collection Services”** means the management of HSP Materials after delivery of such HSP Materials to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of HSP Materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities; and
- (ee) **“Service Provider”** means the Municipality and/or a commercial party that provides HSP Services to PCA or, in the case of the Municipality receiving HSP Services, means the commercial party providing HSP Services to the Municipality.

Appendix 2

2.0 HSP Services

- 2.1. Schedule “A” to this Agreement sets out schematically three (3) different service location types for the provision of HSP Services by the Municipality to PCA. These are as follows:

- (a) Depot
- (b) Event
- (c) Event (and transportation to Depot)

For the purpose of this Agreement, PCA and the Municipality have agreed that the service location types marked with an “X” below will be the ones under which the Municipality will provide HSP Services to PCA.

- ☐ Depot
- ☒ Event
- ☐ Event (and transportation to Depot)

- 2.2. PCA and the Municipality may agree in writing at any time to change the service location type under which the Municipality is providing HSP Services to PCA herein to the other service location type listed above and described in Schedule “A” hereto or to add another service location type, and this Agreement shall be deemed to have been amended accordingly.
- 2.3. The Parties recognize that there may be changes to this Agreement which may include the addition or removal of HSP Materials covered in the HSP Program. In the event of such changes, either Party may request appropriate amendments to this Agreement to reflect those changes, and the Parties will negotiate same in good faith, failing which, the matter will be resolved by arbitration in accordance with the provisions hereof. Notwithstanding, either Party may give written notice within a reasonable time to the other Party to remove any of the HSP materials from the Municipality’s list of HSP Materials included in Schedule “C” of the Agreement (“Notice of Removal”), and such change shall take effect not sooner than ninety (90) days from which the Notice of Removal was given. Neither the Notice of Removal nor the removal of an HSP from the Municipality's list of HSP Materials shall affect the validity, legality, or enforceability of any other provision of this Agreement. For greater clarity, where an HSP is removed from the Municipality's list

of HSP Material(s) under Schedule “C” pursuant to the Notice of Removal then PCA shall have no further right or claim whatsoever to the removed HSP Material(s) from the date on which the removal takes effect.

- 2.4. In the event that PCA registers with the RPRA for other HSPs, then PCA shall provide to the Municipality, at least ninety (90) days before the effective date of the new registration, a proposal for an amendment to this Agreement. The Municipality may, in its sole and absolute discretion, choose whether or not to contract with PCA for the provision of additional HSP Services with respect to the other HSPs for which PCA has newly registered. This discretionary authority applies to any and all HSPs for which PCA has registered even if before the effective date of this Agreement.
- 2.5. The Depot locations for which the Municipality will collect HSP Materials from its residents are provided in Schedule “B”. These are the locations for which HSP Services will be provided by the Municipality to PCA, in accordance with Section 5, for the service location types identified above, as applicable, and PCA agrees to accept HSP Services for all locations identified in Schedule “B”.

Appendix 3

4.0 Term and Lab Pack Audit Methodology Review

- 4.1. The term of the Agreement commenced or will commence on the Effective Date and, unless otherwise extended or terminated earlier in accordance with the provisions of this Agreement, shall end on December 31, 2022 (the “Term”).
- 4.2. At the expiry of the Term, this Agreement will automatically renew for successive renewal term (a “Renewal Term”) of twelve (12) months unless written notice of termination is provided by either Party to the other Party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the “Term” of this Agreement.
- 4.3. At least one hundred and fifty (150) days prior to the expiration of the then current Renewal Term (as applicable) PCA or the Municipality will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the “Member Associations”) to meeting(s) hosted by PCA with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule “B” and Schedule “C” respectively. PCA’s position on changes to Schedule “B” and Schedule “C” following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable). The Parties shall each have access to the data used to design the Lab Pack Audit methodology and the data supplied to any third party to conduct the Lab Pack Audit and the Parties acknowledge that other municipalities participating in the Lab Pack Audit will also have access to the same data.

Appendix 4

5.0 Title and Compliance with Laws

5.1 To the extent permitted by applicable laws, the Party or Service Provider with physical possession of the HSP Materials shall have and retain title to the HSP Materials for the duration for which they are in the physical possession of the HSP Materials until such time as they are transferred to the physical possession of another Party or Service Provider, including the End Processor, in accordance with the Processor Standards outlined in Schedule “E”, as amended. Any contract the Parties may enter into with any Service Provider or End Processor shall provide the same. Notwithstanding who has the title of the HSP Materials and to the extent it is within the reasonable control of the Municipality, the Municipality transfers the exclusive right to PCA to claim the Collection Site(s) or Events and/or the weight of recovered resources for the HSP listed in the Municipality's list of HSP Materials, insofar as the right to claim the Collection Site(s) or Events and/or the weight of recovered resources are required to fulfill PCA's PRO responsibilities under the HSP Regulation for the HSP Materials.

5.2 In performing the HSP Services hereunder, the Parties represent and warrant that they will at all times, and will require their Service Providers to, have all Certificates of Approval/Environmental Compliance Approval and any other approvals required and that they will otherwise comply at all times and require their Service Providers to comply, with all applicable laws, regulations and requirements of any governmental authority having jurisdiction, including without limitation the Ontario Ministry of the Environment, Conservation and Parks, the Ontario Ministry of Labour, sections 22 and 23 of the HSP Regulation regarding the requirements for HSP Collection Site(s) or HSP Collection Event(s) to qualify under the HSP Regulation, and section 30 of the HSP Regulation regarding the processing and disposal of the collected HSP Materials, and Ontario's *Municipal Freedom of Information and Protection of Privacy Act*, *Personal Health Information Protection Act, 2004*, and Canada's *Personal Information Protection and Electronic Documents Act*, as amended and as applicable.

Appendix 5

10.0 Notices

Any notice, request, demand or other instrument or communication herein provide, permitted or required to be given by either PCA or the Municipality, will be in writing and sufficiently given if delivered personally, by e-mail, or other electronic means of written communication tested and agreed upon prior to transmission to the extent such testing is available (unless otherwise expressly provided herein) or if sent by registered mail to the following respective address hereinafter set out, namely:

Notices to PCA will be delivered to:

President
Product Care Association of Canada
420-2238 Yukon Street,
Vancouver, BC, V5Y 3P2
Facsimile: 604-592-2982
Email: contact@productcare.org

Notices to the Municipality will be delivered to:

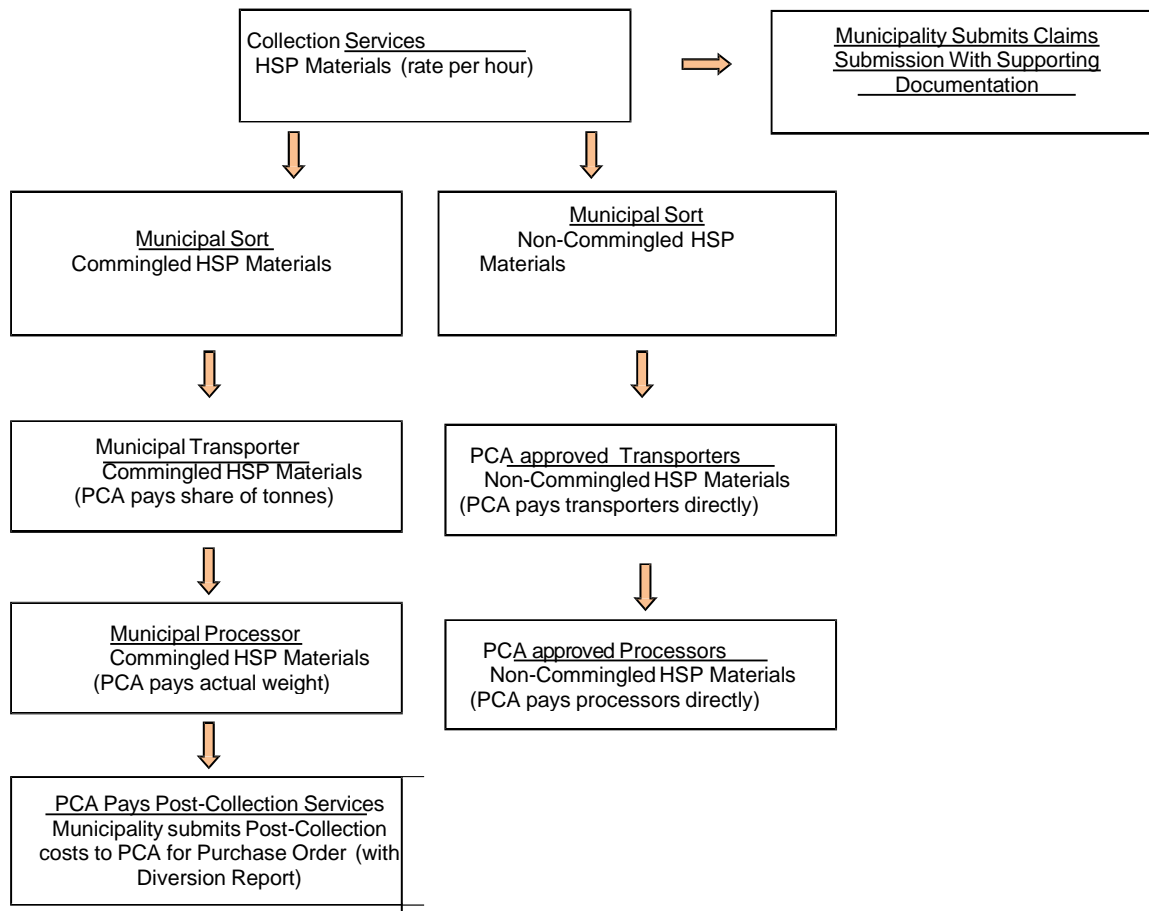
Operations & Facilities Manager
THE CORPORATION OF THE TOWN OF FORT FRANCES
320 Portage Avenue, Fort Frances, ON, Canada, P9A 3P9
Email: dbrown@fort-frances.com

Any such notice if delivered personally, by e-mail or by other electronic means will be conclusively deemed to have been given on the day of personal delivery or the transmission of e-mail or other tested and agreed upon electronic communication (and if after 5 p.m. E.T. the next following Business Day), or if mailed as aforesaid, will be conclusively deemed to have been received on the fifth (5th) business day following the day on which such notice is mailed as aforesaid (except during a postal strike in which case such notice shall be delivered via courier). Either Party may, at any time, give written notice to the other of any change of address (postal and/or email) of the Party giving such notice and from and after the giving of such notice the address therein specified shall (in the absence of knowledge to the contrary) be deemed to be the address of such Party for the giving of notices thereafter.

Appendix 6

SCHEDULE “A” – HSP SERVICES

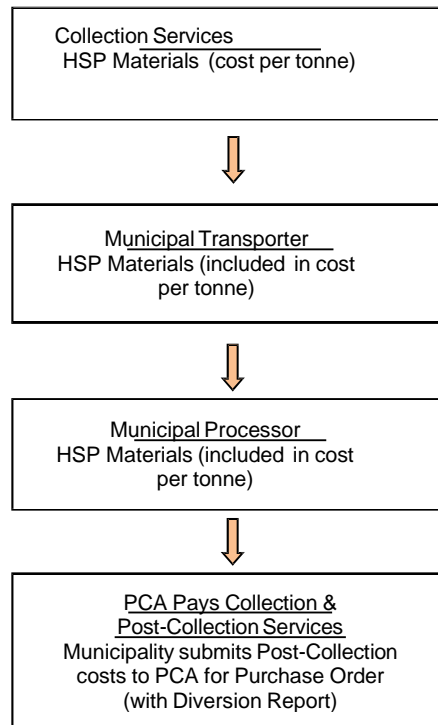
DEPOT



The Municipality or the Municipality’s Service Provider provides Depot Collection Services to PCA for HSP Materials. PCA pays the Municipality an hourly rate for the Collection Services.

Commingled HSP Materials may be packed in transportation containers with other Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP Materials, the Municipality is to contract for transportation and processing of such Commingled HSP Materials and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.

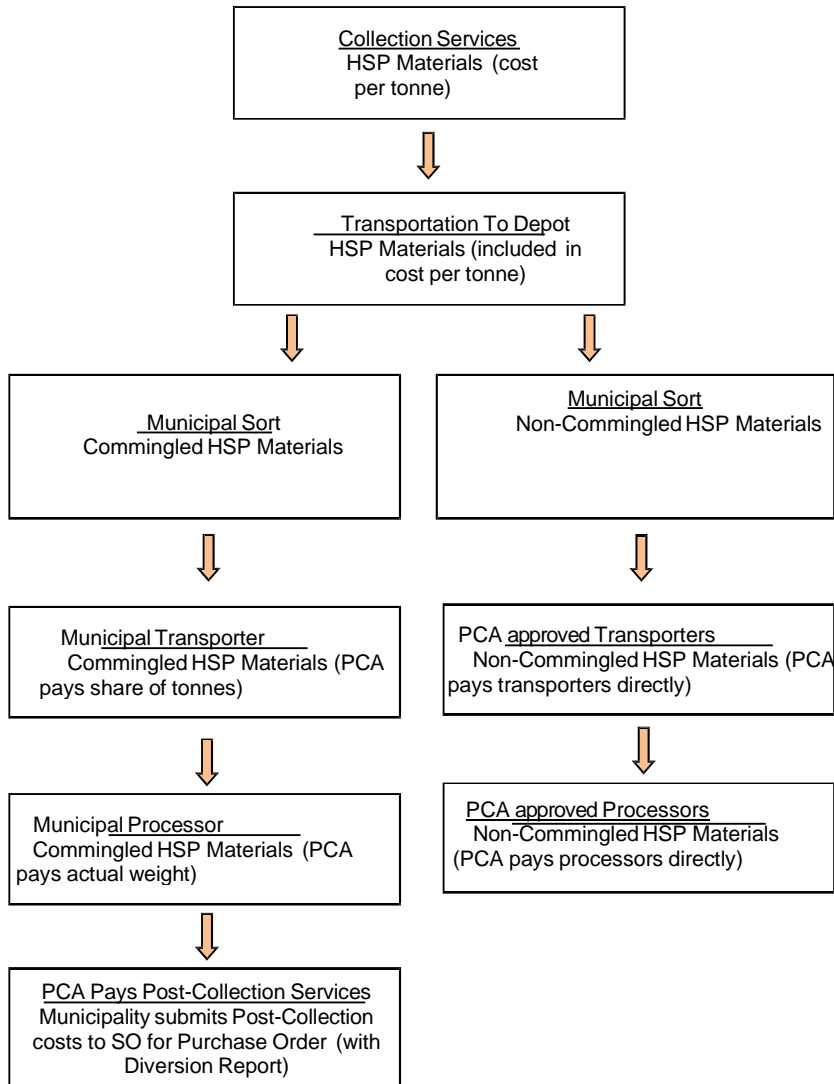
Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by approved PCA transporters.

EVENT

The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials. The Municipality may combine Events with other activities, including collection of other HSP and Non-Designated HSP. PCA pays the Municipality a cost per tonne of HSP Materials as per Schedule "C" for the Collection and Post-Collection Services.



EVENT (and transportation to Depot)



The Municipality or the Municipality's Service Provider provides Event Collection Services for HSP Materials and transports the collected HSP Materials to a Depot. PCA pays the Municipality a cost per tonne.

Commingled HSP Materials may be commingled with other HSP or Non-Designated HSP at municipal Depots as per Packing Standards. For Commingled HSP, the Municipality is to contract for transportation and processing of such Commingled HSP and PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the Commingled HSP Materials.

Non-Commingled HSP Materials are to be separately sorted by material as per Packing Standards by the Municipality at its Depots and made ready for pick-up by an approved PCA transporter.



Appendix 7

SCHEDULE "B" – COLLECTION SERVICES

Municipality will collect HSP Materials from its residents according to the following Collection Services.

Depots

HSP Depot Name	Address	Days & Hours of Operation	Total Reimbursable hours
			-

Events:

Municipality will use commercially reasonable efforts to submit Event Schedules to PCA for approval by March 31st of the calendar year in which the Events will be held, and in all cases will submit Event Schedules not less than sixty days prior to the next planned Event. Once approved by PCA, the updated information on Event Schedules will be deemed to be incorporated into this Agreement.

INITIALLED BY MUNICIPALITY: _____

Appendix 8

SCHEDULE “C” – HSP MATERIALS INCLUDED AND PAYMENT FOR COLLECTION SERVICES

The HSP Materials which are the subject of this Agreement are those which are selected in the table below:

HSP Materials Selection and Rates:

	HSP Materials included in this Agreement are marked with an “X”	HSP Regulation Category	Hourly rate	\$/tonne rate
Paint and Coatings	X	B	N/A	\$2,400
Pesticides	X	B	N/A	\$2,400
Solvent	X	B	N/A	\$2,400
Pressurized containers – non-refillable	X	A	N/A	\$2,400
Pressurized containers - refillable propane	X	E	N/A	\$65

PCA will pay the Municipality for HSP Materials Collection Services as follows:

For HSP Services – Depot, PCA will pay the Municipality the Hourly Rates set out in the HSP Materials Selection and Rates table in this Schedule “C” plus applicable taxes for the Total Reimbursable Hours set out in Schedule “B”, to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

For HSP Services – Event, PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For HSP Services – Event (and transportation to Depot), PCA will pay the Municipality the “\$/tonne rate” set out in the HSP Materials Selection and Rates table in this Schedule “C” per tonne of HSP Materials plus applicable taxes.

For Commingled HSP Materials, PCA will pay its proportionate share of the transportation (by weight as determined by Lab Pack Audit) and processing (by actual weight) costs for the HSP Materials.



Appendix 9

SCHEDULE "D" – PROMOTION & EDUCATION

The Municipality will actively promote the collection of HSP Materials and the Product Care Recycling brand through municipal publications, events and activities that support the Municipality's waste management strategy. The Municipality will not charge PCA for any promotion or education activities unless PCA has agreed to such charges in advance in writing. PCA's decision not to pay for specific promotion and education activities does not discharge the Municipality from its obligation to inform the Municipality's residents of its Collection Accessibility Schedules (see Schedule "B").

If the Municipality has a waste management webpage then the Municipality may post the Collection Accessibility Schedules, the Product Care Recycling logo and a link to <http://www.productcare.org/> on the aforementioned webpage at no cost to PCA.

The Municipality must submit to PCA draft copies of all publications using PCA trademarks and logos for approval, which PCA may withhold for any reason.

The Municipality, its employees and Service Providers will not engage in any activity that may cause or perceive to cause harm to Product Care Association or any brand owned by PCA, such as Product Care Recycling.

The Municipality will periodically educate its residents about the BUDS message:

- Buy only what you need
- Use it all up
- Divert
- Safely dispose of the rest



Appendix 10

SCHEDULE "E" – PCA STANDARDS

Ontario Hazardous and Special Products (HSP)

Collection Site Standards

Effective: October 1, 2021

To the extent that there is any conflict between these Product Care Association (PCA) HSP Material Collection Site Standards and the requirements of applicable laws and regulations, the requirements of applicable laws and regulations apply. The collection site operator is required to comply with the requirements of the applicable laws and regulations. For greater certainty, in the event that the PCA standards impose requirements that are more stringent or additional to the requirements of applicable laws and regulations but do not conflict with such laws and regulations, the collection site operator is required to comply with the PCA standards as well as with applicable laws and regulations

Background

The HSP Regulation came into effect October 1, 2021. The HSP Regulation and product definitions can be viewed at this website [O. Reg. 449/21: HAZARDOUS AND SPECIAL PRODUCTS \(ontario.ca\) https://www.ontario.ca/laws/regulation/r21449](https://www.ontario.ca/laws/regulation/r21449)

PCA is registered with the Resource Productivity and Recovery Authority (RPRA) as a Producer Responsibility Organization (PRO) under the HSP Regulation.

PCA operates as a Producer Responsibility Organization for certain HSP Materials to ensure they are collected and recycled or otherwise safely disposed of in an environmentally appropriate way.

Purpose

The HSP Collection Site Standards define the minimum operating requirements to qualify as a PCA collection site for HSP Materials. All locations wishing to act as a collection site on behalf of PCA must be approved by PCA.

PCA reserves the right to review and revise these standards on an ongoing basis. PCA shall provide notification of revisions to these standards to active collection sites. . This notice shall be provided as soon as practicable, and the active collection site shall not be responsible for complying with the revised standards until such time as reasonable notification has been



provided and the active collection site has been given reasonable time to comply. PCA acknowledges that the reasonable time frame to comply may vary depending on the actual change being implemented and, in any event, will be no less than thirty (30) days after notification has been made.

Who These Standards Apply to:

For the purposes of these standards, a *Collection Site Operator* means the operator of a PCA approved collection site from which a transporter will pick up HSP Materials and transport them to an approved PCA HSP Materials processor. These standards apply to the following two types of collection sites:

1. **Type 1 sites:** Sites that receive HSP Paints and Coatings and other HSP Materials, and
2. **Type 2 sites:** Sites that collect only: HSP Paints and coatings

Enforcement of these Standards

Collection site operators shall:

- Provide PCA with all reasonable information relating to these standards or any matter that relates to HSP Regulation or procedures of PCA;
- Acknowledge that PCA has a right of access to any and all such information during normal business hours and on 24 hours' notice.

Moreover, PCA may verify compliance information provided by collection site operators, either directly or through a third party acting on its behalf. Please note that all parties retained by PCA to verify compliance are acting on behalf of PCA and shall be bound by strict confidentiality agreements.

1. General Requirements

All HSP Materials collection site operators shall:

- 1.1 Possess a valid business licence if they are a commercial operation.
- 1.2 Either self-insure, or possess comprehensive or commercial general liability insurance, including coverage for bodily injury, property damage, complete operations and contractual liability.
- 1.3 Identify and comply with all applicable legislation and approvals, including but not limited to:

Type 1 collection sites shall be:

- In possession of and in compliance with all terms in their Ministry of



Environment, Conservation and Parks (MECP) Environmental Compliance Approval (ECA) or Certificate of Approval, as the case may be;

- In compliance with O. Reg. 449/21: Hazardous and Special Products;
- Registered with the MECP's Hazardous Waste Information Network (HWIN);
- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with the federal *Transportation of Dangerous Goods Act* (TDGA);
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

Type 2 collection sites shall be:

- In compliance with the Ontario *Environmental Protection Act, 1990* (including R.R.O. 1990, O. Reg. 347, General – Waste Management);
- In compliance with O. Reg. 449/21: Hazardous and Special Products;
- In compliance with the federal *Transportation of Dangerous Goods Act* ;
- In compliance with applicable municipal zoning bylaws or other bylaws, such as fire codes, parking and hours of operation.

- 1.4 Meet the HSP Regulation requirements for Collection Site or Collection Event including those set out in s. 22 and s. 23 of the HSP Regulation.
- 1.5 Maintain a documented process to identify, assess and ensure compliance with this standard and all applicable legislative and regulatory requirements, including but not limited to:
 - Environmental regulations, including permits or certifications for operating, air emissions, or other discharges;
 - Occupational health and safety regulations;
 - Hazardous waste management regulations (storage, handling).
- 1.6 Implement and maintain an emergency response plan to prepare for and respond to emergency situations including fires, spills and medical events.
- 1.7 Maintain all records for a minimum of two (2) years or longer as required by law, including manifests, bills of lading and waste records.
- 1.8 Provide notice to PCA of any fines or regulatory orders in the previous five (5) years that relate to HSP Materials collected under agreement with PCA and, going forward, within sixty (60) days of any new fine or regulatory order as it relates to HSP Materials collected under agreement with PCA.



2. Occupational Health and Safety

All collection site operators shall:

- 2.1 Identify and comply with all applicable Ontario health and safety legislation, including but not limited to:
 - *Employment Standards Act, 2000*;
 - *Occupational Health and Safety Act, 1990*; and
 - *Workplace Safety and Insurance Act, 1997*.
- 2.2 Possess workers' compensation coverage through either a provincial (e.g., WSIB) program or a private insurance policy.
- 2.3 Be compliant with the Workplace Hazardous Materials Information System (WHMIS), including training requirements.
- 2.4 Maintain an occupational health program that includes processes to safeguard the health and safety of employees by:
 - Providing regular documented health and safety training;
 - Providing and enforcing the correct use of personal protection equipment; and
 - Safeguarding hazardous mechanical processes.

3. Staff Training

All collection site operators shall:

- 3.1 Train staff on their emergency response plan.
- 3.2 Train staff to identify and pack HSP Materials in its appropriate waste class according to Waste Packing Protocols (refer to Appendix A below).
- 3.3 Train staff to differentiate between HSP Materials that are eligible for collection services under the HSP Regulation and those that are not (refer to Appendix A below).
- 3.4 Update staff training based on any changes made to the Collection Site Standards.
- 3.5 Document and maintain records of staff training.



4. Waste Packing Protocols

All collection site operators shall:

- 4.1 Pack waste according to the MECP's waste classes and PCA Waste Packing Standards as outlined in Appendix A below.
- 4.2 Ensure that HSP Materials are handled and stored as follows:

For Type 1 collection sites:

In accordance with the conditions laid out in their respective Environmental Compliance Approval (ECA) or Certificate of Compliance, as the case may be, and all applicable laws and regulations.

For Type 2 collection sites:

- Have the ability to receive waste paint from the public in a controlled manner (direct supervision or monitored) in a customer drop-off area;
- Have reasonable infrastructure to shelter material from inclement weather in a consolidation storage area;
- Have sufficient space to receive, sort, store and prepare transportation containers for shipment:
 - Paints and coatings: minimum of one 205 L drum or one PCA tubskid, one standard UN gaylord boxes or one metal paint collection bin at each collection site;
- As applicable, have material-handling equipment with the ability to move containers onto transport vehicles;
- Be accessible to transport vehicles for pick-up of HSP Materials ; and
- Have reasonable security measures in place to prevent HSP Materials from being tampered with by anyone at the site or using the collection facility at unauthorized times.

- 4.3 All waste must be packed in an approved UN container¹, a Transport Canada Equivalency Certificate or PCA approved containers and all materials transported must be contained in accordance with *Transportation of Dangerous Goods Act* (TDGA) requirements.
- 4.4 Transportation containers must be filled to capacity, except if this practice contravenes either a ministry order or the Collection Site Operator's Environmental Compliance Approval or Certificate of Compliance Storage Requirements. Transportation containers used at event days should be filled to capacity and it is understood the last container filled of the day may not be filled to capacity and it may be partially filled.
- 4.5 If applicable, make use of vermiculite in sufficient quantity to cover and protect the waste material from breakage when there is a potential for spillage or breakage of containers in a lab pack during transport.



- 4.6 Place large pails (18 to 30 litres) on skids and shrink wrap to prevent shifting of waste during transport. Alternatively, gaylord boxes may be used placing large pails on the bottom layer.
- 4.7 Contamination allowances
- The maximum contamination allowance is 5%. This is a weight-based allowance assessed on individual drums for a given waste class.
 - Contamination levels in transport containers (mis-packed HSP Materials, non-program wastes as identified in Appendix A below) will be monitored by PCA or by its authorized agent through random sampling. HSP Materials collection site operators will be required to take corrective action if contamination allowances are exceeded. PCA reserves the right to revoke the collection site's approval status if corrective action is not taken as reasonably requested by PCA.

¹ Refers to containers that meet the requirements established by the United Nations Committee of Experts on the Transportation of Dangerous Goods; these requirements provide a uniform international system for identifying and packaging Class 3, 4, 5, 6.1, 8 and 9 dangerous goods for transport.

Appendix A –HSP Materials Packing Standards

Please note: This table references all HSP Materials as listed in the HSP Regulation. PCA requires that waste materials in each individual row (as numbered in the first column on the left) be packed separately (even though they may be packed under the same waste class)

#	Waste Class / UN#	Sorting Requirement	Examples of Inclusions	Examples of Exclusions	Instructions
1	Aerosols - 331 UN 1950	Commingled¹	<ul style="list-style-type: none"> Includes paints and coatings, pesticides and solvents managed through PCA's HSP program and waste not managed through PCA's HSP program that are packaged under pressure in a non-refillable self-closing container that contains a propellant in gaseous form. 	<ul style="list-style-type: none"> Pressurized containers (refillable or non-refillable) Fire extinguishers (including in aerosol format) Inhalers Hair Spray Insect Repellent 	
2	Miscellaneous Waste Organic Chemicals - 263 (for pails: 211, 212, 213) UN 1992, 1993	Commingled¹	<ul style="list-style-type: none"> Includes HSP solvents managed through PCA's HSP program and may include other chemical wastes that are not managed through PCA's HSP program. Note: Solvents include such items as turpentine, alcohols (methanol, isopropanol, ethanol), ketones (acetone, methyl ethyl ketone), xylene, toluene, mineral spirits, linseed oil, naphtha, methylene chloride and products marketed as paint thinners, lacquer thinners, automotive body resin solvents, contact cement thinners, paint strippers and degreasers. 	<ul style="list-style-type: none"> Paints and coatings Driveway and roof sealants HSP solvents supplied in a container that is greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.

#	Waste Class / UN#	Sorting Requirements	Examples of Inclusions	Examples of Exclusions	Instructions
3	Non-Refillable Pressurized Containers 331 UN 1978	Non-Commingled ²	<ul style="list-style-type: none"> • A pressurized container that is used for the supply of a gas product, including propane, but cannot be refilled 	<ul style="list-style-type: none"> • An aerosol container • A fire extinguisher • A pressurized container that has a capacity greater than 109 litres 	<ul style="list-style-type: none"> • Collection sites must store and ship compressed gases based on content (gas) and not cylinder type

4	Paints, Stains and Coatings - 145	Non-Commingled²	<ul style="list-style-type: none"> • Latex, oil or solvent-based architectural coatings and includes paints and stains, whether tinted or untinted, non-pesticide marine paints and aerosol paints for automotive, craft and industrial applications <p>Note: Architectural coatings means paint or coating intended for interior or exterior surfaces of residential, commercial, institutional or industrial structures, including any components of or attachments to those structures, such as driveways, indoor or outdoor furniture, appliances, floors, cabinets and doors</p>	<ul style="list-style-type: none"> • Non-aerosol paints intended for automotive or industrial applications or crafts • Paints or wood preservatives that are registered as a pesticide under the <i>Pest Control Products Act</i> (Canada), • Stuccos and spackling compounds, • Polishes and waxes, • Caulking and sealants, or • Paints and coatings that are supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Collection/transport containers should be packed with larger paint containers at the bottom, any spaces filled with smaller containers, and smaller paint containers on top. Paint and coating containers must be stacked upright in the collection/transport containers.
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5	Pesticides - 242 UN 2902,2903, 2588.	Commingled ¹	<ul style="list-style-type: none"> • A pesticide, fungicide, herbicide or insecticide that is registered under the <i>Pest Control Products Act</i> (Canada), that is designated as “DOMESTIC” class under the Pest Control Products Regulations (SOR/2006-124) and is required to bear the signal word “DANGER” or “WARNING” and the signal word “POISON” together with the related precautionary symbols set out in Schedule 3 of that Regulation 	<ul style="list-style-type: none"> • Insect repellents intended for personal use. • Sanitizers, disinfectants and antimicrobial products. • Pool chemicals. • Diatomaceous earth. • Pet products. • Ant traps. • Products regulated under the Food and Drugs Act (Canada). • Insecticidal soaps. • Commercial, agricultural and restricted classifications registered under the Pest Control Products Act (Canada). • Product supplied in a container that has a capacity greater than 30 litres or 30 kilograms 	<ul style="list-style-type: none"> • Vermiculite must be used in sufficient quantity to cover and protect the waste if there is a potential for breakage (i.e., glass containers) or spillage during transport. Alternatively, and to save on space and vermiculite, glass containers can be placed into secondary containers or pails which can be filled with vermiculite and then placed in drum.
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6	Refillable Propane Container 331 UN 1978	Non-Commingled²	<ul style="list-style-type: none"> • A pressurized container that can be refilled, has a water capacity of 109 litres or less and is used only for propane 	<ul style="list-style-type: none"> • A refillable non-Propane container 	<ul style="list-style-type: none"> • It is acknowledged that collection sites must store and ship compressed gases based on content (gas) and not cylinder type
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1 - Commingled refers to waste managed under Product Care Association's program that are packed with waste that is not managed by Product Care Association because separating them at the collection site is not possible or practical. Product Care Association uses allocation models derived from audits conducted on its behalf to calculate its financial obligations to collectors and its collection performance for reporting purposes.

2 - Non-Commingled refers to the sorting of waste such that only wastes managed under Product Care Association's program are packed in the same shipping container.

INITIALED BY MUNICIPALITY: _____

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. 10 / 22 A

(Being a by law to authorize the execution of an amending contribution agreement No. 1 between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances (851-513586 Dock replacement at the Sorting Gap Marina)

WHEREAS *Section 8.1 of the Municipal Act, 2001, c. 25 as amended*, authorizes Councils of local municipalities to pass by-laws to enter into agreements

AND WHEREAS on February 14, 2022 Council enacted By-Law 10-22 (851-513586) for the purpose of funding for the Dock replacement at the Sorting Gap Marina

AND WHEREAS on April 11, 2022 Council received a report from the Manager of Operations and Facilities with respect to an amending agreement No.1 for additional funding

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an amending contribution agreement with the Federal Economic Development Agency for Northern Ontario

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 25th day of April 2022.

J. Caul, Mayor

G. Lecuyer, Clerk



Government
of Canada

Gouvernement
du Canada

Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

April 6, 2022

Project Number: 851-513586

Mr. Travis Rob
Manager of Operations and Facilities
Corporation of The Town Of Fort Frances (o/a Town of Fort Frances)
320 Portage Avenue
Fort Frances ON P9A 3P9

Dear Mr. Rob:

**Re: Sorting Gap Marina Upgrades
Amendment Number: 1**

As a result of increase in project costs and in response to your request dated March 21, 2022, FedNor is prepared to amend our Contribution agreement of December 20, 2021 as follows:

Delete: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 22.5% of the incurred Eligible & Supported Costs of \$550,530 of the Project outlined in Annex 1, and
- b) \$124,994.

Substitute: Clause 3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 31.33% of the incurred Eligible & Supported Costs of \$626,983 of the Project outlined in Annex 1, and
- b) \$196,427.

- 2 -

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$124,994
- Supported	\$555,530	Other Federal	
- Not Supported		Provincial	\$376,995
Ineligible Costs	\$160,234	Municipal	
		Financial Institution	
		Recipient	\$213,775
		Other	
Total	<u>\$715,764</u>		<u>\$715,764</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Dock Upgrades 2022	\$400,530		\$400,530
Electrical, Lighting, and Security Upgrade	\$145,000		\$145,000
Site Drainage Upgrades	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	<u>\$555,530</u>		<u>\$555,530</u>
<u>Ineligible Costs:</u>			
Dock Upgrades 2021			\$160,234
TOTAL INELIGIBLE COSTS			<u>\$160,234</u>
TOTAL PROJECT COSTS			<u>\$715,764</u>

- 3 -

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$196,427
- Supported	\$626,963	Other Federal	
- Not Supported		Provincial	\$376,995
Ineligible Costs	\$160,234	Municipal	
		Financial Institution	
		Recipient	\$213,775
		Other	
Total	<u>\$787,197</u>		<u>\$787,197</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Dock Upgrades 2022	\$471,963		\$471,963
Electrical, Lighting, and Security Upgrade	\$145,000		\$145,000
Site Drainage Upgrades	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	<u>\$626,963</u>		<u>\$626,963</u>
<u>Ineligible Costs:</u>			
Dock Upgrades 2021			\$160,234
TOTAL INELIGIBLE COSTS			<u>\$160,234</u>
TOTAL PROJECT COSTS			<u>\$787,197</u>

- 4 -

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Jeffrey O'Brien toll-free at 1-877-333-6673 ext. 8730 or 844-805-8730 in our Thunder Bay office.

Yours sincerely,

Lucie Perreault
Program Director
Federal Economic Development Agency for Northern Ontario (FedNor)

Corporation of The Town Of Fort Frances (o/a Town of Fort Frances)

Project Number: 851-513586

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

Gabrielle Lecuyer

From: Mike Hager <mike@municipalwaste.ca>
Sent: Monday, April 11, 2022 1:16 PM
To: Gabrielle Lecuyer
Cc: Town
Subject: [External] Invitation to Join MWA 2022 Spring Workshop to speak on SUP Bylaw (May 25th)

[EXTERNAL]

Dear Fort Francis Mayor & Members of Council,
 Attn: Municipal Clerk Gabrielle Lecuyer

My name is Mike Hager, I'm the Membership Coordinator at the Municipal Waste Association. We work with over 80 municipalities across Ontario to facilitate knowledge sharing and advocacy to support waste diversion programs.

I'm reaching out to congratulate the Town of Fort Frances on your Single-Use Plastics Bylaw and invite you to join the MWA at our [Spring Workshop](#) on May 24-26 in Huntsville, Ontario.

The workshop takes place over 3 days, in-person and online, and provides the municipal waste and circular economy sectors with an opportunity to learn and network together.

Would you be interested in attending and presenting as part of a panel on the topic of SUP Bylaws? We have the City of Guelph and the City of Toronto presenting their approaches and we would love to include your perspective from a smaller northern community.

Let me know if you'd like to chat further about this. We're hoping to finalize details as soon as possible.

Take care and talk to you soon,

Mike Hager (he/him)
 Membership Coordinator
 Municipal Waste Association (MWA)
 Tel: 519-837-6863
www.municipalwaste.ca

Join us at the [2022 MWA Spring Workshop](#)!

2022
MWA 
Spring Workshop

Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

371 Weslemkoon Lake Road
GILMOUR, ON K0L 1W0
clerk@tudorandcashel.com
www.tudorandcashel.com



AGENDA ITEM #8.2
LIBBY CLARKE, MAYOR
NANCY CARROL, CLERK-TREASURER
613-474-2583 (Phone)
613-474-0664 (Facsimile)

TOWNSHIP OF TUDOR AND CASHEL

April 11, 2022

BY EMAIL ONLY TO: clerk@township.limerick.on.ca

THE TOWNSHIP OF LIMERICK

89 Limerick Lake Road
Gilmour, On K0L 1W0

ATTENTION: Mayor Carl Stefanski

Dear Sir:

At the regular meeting of council held on March 01, 2022, members reviewed your Resolution dated January 17, 2022. The following resolution was adopted:

MOTION NO.: 2022-066

MOVED BY: BOB BRIDGER

SECONDED BY: ROY REEDS

RESOLVED, THAT Council supports Limerick Township request for increased consideration and more accurate reporting methods in the interpretation of the geographic areas that will be benefiting from spraying to combat Gypsy moth infestations as populations for reporting are not as dense in some areas although the devastation is severe.

Carried: LIBBY CLARKE, Head of Council

Sincerely,

Nancy Carrol
Clerk-Treasurer
Enclosure



April 06, 2022

Sent via email

Office of the Prime Minister
80 Wellington Street
Ottawa, ON
K1A 0A2

Dear Mr. Trudeau:

Re: Resolution # 2022-241 – HST rebate on new homes in Ontario

Please be advised that the following resolution was passed at the April 06, 2022 meeting of the Council of the Municipality of Grey Highlands.

2022-241

Paul Allen, Dane Nielsen

Whereas attainable housing has been a concern of hopeful homeowners for many years; and

**Whereas attainable housing is a priority of all levels of government; and
Whereas the Government of Ontario will rebate a portion of the provincial part of HST paid for a house to a maximum of \$24,000 if HST was paid on the land, or \$16,080 if HST was not paid on the land regardless of the fair market value of the house; and**

Whereas the Government of Canada will rebate a portion of the federal part of HST paid for a house only if the fair market value is under \$450,000; and

Whereas the average fair market value of a new home in Ontario is well above the \$450,000 threshold; now

Therefore be it resolved that the Municipality of Grey Highlands requests that the Federal government remove or increase the \$450,000 fair market value threshold to reflect today's housing costs; and

That council direct staff to circulate this resolution to Prime Minister Justin Trudeau, Premier Doug Ford, MP Alex Ruff, MPP Bill Walker, Provincial and Federal Finance Ministers, The Ministry of Municipal Affairs and Housing, AMO, Grey Bruce Home Builders and Trades Association, Ontario Home Builders Association and all Municipalities in Ontario.

CARRIED.

The Municipality of Grey Highlands

206 Toronto Street South, Unit One - P.O. Box 409 Markdale, Ontario N0C 1H0
519-986-2811 Toll-Free 1-888-342-4059 Fax 519-986-3643
www.greyhighlands.ca info@greyhighlands.ca

If you require anything further, please contact this office.

Sincerely,

Amanda Fines-VanAlstine

Amanda Fines-VanAlstine
Council & Committee Coordinator
Municipality of Grey Highlands

cc. Premier, Doug Ford
MP, Alex Ruff
MPP, Bill Walker
Federal Minister of Finance, Chrystia Freeland
Provincial Minister of Finance, Peter Bethlenfalvy
Ministry of Municipal Affairs and Housing
Association of Municipalities Ontario
Grey Bruce Home Builders' Association
Ontario Home Builders' Association
All Municipalities in Ontario



758070 2nd Line E
Mulmur, Ontario
L9V 0G8

Local **(705) 466-3341**
Toll Free from 519 only **(866) 472-0417**
Fax **(705) 466-2922**

April 12 2022

RE: MORE HOMES FOR EVERYONE ACT

At the meeting held on April 6, 2022, Council of the Township of Mulmur passed the following resolution regarding the More Homes for Everyone Act.

Moved by Clark and Seconded by Hawkins

WHEREAS Council supports removing red tape and expediting the creation of affordable housing through the proper review and approval

AND WHEREAS Council values citizen input, professional planning recommendations and elected Official decision making;

NOW THEREFORE, Council provides the following comments on Bill 109:

1. Final Decision making should rest with elected officials
2. Planner's recommendations should be subject to public input and local expertise
3. Ratepayers should not be subsidizing development applications through refunds to application fees intended to cover the cost of processing applications
4. That a definition of minor rezoning has not been established
5. Planners should not be put in a position of having to be experts and decision makers over all other disciplines
6. Delegating authority for site plans and creating penalties for site plan and minor rezonings will not solve housing crisis, as the proposed legislation targets single lot developments opposed to large scale residential development

AND FURTHER THAT a copy of this resolution be forwarded to the Province of Ontario, Ministry of Municipal Affairs and Housing, Environmental Registry, the County of Dufferin and all Ontario municipalities.

CARRIED.

Sincerely,

Tracey Atkinson

Tracey Atkinson, CAO/Clerk/Planner
Township of Mulmur



T 705-635-2272
 TF 1-877-566-0005
 F 705-635-2132

TOWNSHIP OF LAKE OF BAYS
 1012 Dwight Beach Rd
 Dwight, ON P0A 1H0

April 12, 2022

Via email: TC.MinisterofTransport-MinistredesTransports.TC@tc.gc.ca

Minister of Transport Canada
 5th Floor
 777 Bay St.
 Toronto, ON
 M7A 1Z8

Dear Hon. Omar Alghabra,

RE: Notice of Motion – Floating Accommodations

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted motion was presented at the last regularly scheduled Council meeting on April 12, 2022 and the following resolution was passed.

“Resolution #8(a)/04/12/22

WHEREAS floating accommodations have become a growing concern in that they will affect the environment, character, tranquillity and the overall enjoyment of Lake of Bays and regulating these floating accommodations is a top priority for the Township of Lake of Bays;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby requests that Transport Canada amend the Canada Shipping Act 2001 by adding the following to the Act:

- **All vessel greywater be discharged into a holding tank and disposed of as per Provincial regulations for new vessels; and**
- **All floating accommodations are required to conform to all Provincial and municipal regulations and by-laws.**

...2



T 705-635-2272
 TF 1-877-566-0005
 F 705-635-2132

TOWNSHIP OF LAKE OF BAYS
 1012 Dwight Beach Rd
 Dwight, ON P0A 1H0

Page 2

AND FURTHER THAT the Council of the Corporation of the Township of Lake of Bays hereby requests that Northern Development, Mines, Natural Resources and Forestry (NDMNRF) amend Ontario Regulation 161/17 to include the following:

- **Post signs to restrict floating accommodation/camping on the water in southern Ontario (Muskoka south) and that a permit from the NDMNRF is required and a permit will not be granted without the consent of the local municipality;**
- **Camping is reduced from 21 days to 7 days;**
- **Not permit any camping on the water within 300m of a developed lot or within a narrow water body of 150m; and**
- **Should a municipality have more restrictive by-laws related to camping, these by-laws would apply.**

AND FURTHER, THAT Council hereby directs the Clerk to forward this resolution to the Minister of Transport Canada, the Premier of Ontario, Scott Aitchison, MP, Norm Miller, MPP, Minister of Northern Development, Mines, Natural Resources and Forestry (NDMNRF), Association of Municipalities of Ontario and all municipalities in Ontario.

Carried.”

In accordance with Council’s direction, I am forwarding you a copy of the resolution for your reference.

Please do not hesitate to contact me should you have any questions or require clarification in this regard.

Sincerely,

Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
 Director of Corporate Services/Clerk

CS/lv

Copy to: Premier of Ontario
 Member of Parliament,
 Local member of Provincial Parliament
 Minister of Northern Development, Mines, Natural Resources & Forestry
 Association of Municipalities
 Municipalities in Ontario



April 19, 2022

Re: Item for Discussion – Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal

At its meeting of March 30, 2022, the Council of the Corporation of the Town of Bracebridge ratified motions 22-PD-040, regarding the Item for Discussion – Request for AMO to Review Challenges to Development in Relation to the Ontario Land Tribunal, as follows:

“That WHEREAS the appeals to the Ontario Land Tribunal (OLT) are often delayed as a result of significant administrative challenges despite statutory timeframes for decision making at the municipal level;

AND WHEREAS the OLT hears and decides appeals and matters related to land use planning, environmental and natural features and heritage protection, land valuation, land compensation, municipal finance, and related matters;

AND WHEREAS the Association of Municipalities of Ontario (AMO), through its mandate, provides a mechanism to develop policy positions and reports on issues of general interest to municipal governments; and conducts ongoing liaison with provincial government elected and non-elected representatives, among other activities;

NOW THEREFORE BE IT RESOLVED THAT The Corporation of the Town of Bracebridge requests the Association of Municipalities of Ontario (AMO) to review the administrative processes of the Ontario Land Tribunal (OLT) and advocate for all Ontario Municipalities to resolve the challenges to development in Ontario related to the OLT mandate;

AND FURTHER THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario, and all Ontario municipalities.”

In accordance with Council's direction I am forwarding you a copy of the resolution for you reference.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,

Lori McDonald
Director of Corporate Services/Clerk

1000 Taylor Court
Bracebridge, ON
P1L 1R6 Canada

telephone: (705) 645-5264
corporate services and finance fax: (705) 645-1262
public works fax: (705) 645-7525
planning & development fax: (705) 645-4209



CORPORATION OF THE TOWNSHIP OF ZORRA

274620 27th Line, PO Box 306 Ingersoll, ON, N5C 3K5
Ph. 519-485-2490 • 1-888-699-3868 • Fax 519-485-2520

Item 9(a)

Date: April 20, 2022

43-04-2022

Moved by Paul Mitchell

Seconded by Steve MacDonald

WHEREAS the Township of Zorra has experienced annual cost of premium increase of 17%, 24% and 20% in the last three years for insurance coverage for the municipality;

THEREFORE the Township of Zorra supports resolution 22-6-064 entitled "Request to the Province of Ontario for a Plan of Action to Address Joint and Several Liability," passed by the City of Barrie;

AND THAT the Township of Zorra supports resolution 080-22 passed by the Municipality of Mississippi Mills, regarding the Association of Municipalities of Ontario (AMO) submission entitled "Towards a Reasonable Balance: Addressing Growing Municipal Liability and Insurance Costs;"

AND THAT this motion of support and the two resolutions list above, be forwarded to Premier Doug Ford, Minister of Finance Peter Bethlenfalvy, Minister of Municipal Affairs and Housing Steve Clark, MPP for Oxford Ernie Hardeman, AMO and all Ontario municipalities.

☒ Carried

☐ Defeated

☐ Recorded Vote

☐ Deferred

Recorded Vote:

	Yea	Nay
Mayor Ryan		
Councillor Forbes		
Councillor Davies		
Councillor Mitchell		
Councillor MacDonald		

Mayor



March 17, 2022

File: C00

The Honourable Doug Ford, MPP
Premier of Ontario
 Premier's Office, 1 Queen's Park
 Legislative Building, Room 281
 Toronto ON M7A 1A1
premier@ontario.ca

Dear Premier Ford:

Re: REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION TO ADDRESS JOINT AND SEVERAL LIABILITY

On behalf of the Council of The Corporation of the City of Barrie, I wish to advise that on March 7, 2022, City Council adopted the following resolution regarding a Plan of Action to Address Joint and Several Liability:

22-G-064 REQUEST TO THE PROVINCE OF ONTARIO FOR A PLAN OF ACTION TO ADDRESS JOINT AND SEVERAL LIABILITY

WHEREAS the cost of municipal insurance in the Province of Ontario has continued to increase with especially large increases going into 2022; and

WHEREAS Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault; and

WHEREAS these increases are unsustainable and unfair and eat at critical municipal services; and

WHEREAS the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:

1. That the Provincial Government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.

5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims and deductible limit changes which support its own and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

NOW THEREFORE BE IT RESOLVED that the Council for the Corporation of the City of Barrie call on the Province of Ontario to immediately review these recommendations despite COVID-19 delays, as insurance premiums will soon be out of reach for many communities and

BE IT FURTHER RESOLVED that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario and MPP for Barrie-Springwater, the Honourable Andrea Khanjin, MPP for Barrie-Innisfil, and all Ontario municipalities.

If you have any questions, please do not hesitate to contact the undersigned, wendy.cooke@barrie.ca or (705) 739.4220, Ext. 4560.

Yours truly,



Wendy Cooke
City Clerk/Director of Legislative and Court Services

WC/bt

Cc:

- The Honourable Peter Bethlenfalvy, Minister of Finance
- The Honourable Doug Downey, Attorney General and MPP for Barrie-Springwater
- The Honourable Andrea Khanjin, MPP for Barrie-Innisfil
- All Ontario municipalities



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 080-22

Title: Information List #05-22 Town of Bracebridge Resolution re: Joint and Several Liability Reform

Date: Tuesday, March 15, 2022

Moved by Councillor Holmes

Seconded by Councillor Dalgity

WHEREAS municipal governments provide essential services to the residents and businesses in their communities; and

WHEREAS the ability to provide those services is negatively impacted by exponentially rising insurance costs; and

WHEREAS one driver of rising insurance costs is the legal principle of “joint and several liability”, which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it; and

WHEREAS the Government of Ontario has the authority and responsibility for the legal framework of “joint and several liability”; and

WHEREAS the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs; and

WHEREAS the Provincial Review was conducted in 2019 with AMO and municipalities fully participating; and

WHEREAS the results of the Provincial Review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter; and

WHEREAS the Association of Municipalities of Ontario (AMO) on behalf of municipal governments has provided recommendations in their document “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to align municipal liability with the proportionate responsibility for incidents and capping awards; and

WHEREAS The Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) has written to the Attorney General in support of the abovementioned recommendations provided by AMO;

NOW THEREFORE BE IT RESOLVED THAT THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS RESOLVES AS FOLLOWS:

1. That the Municipality of Mississippi Mills calls on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address “joint and several liability” before the end of the government’s current term.
2. That the Municipality of Mississippi Mills supports the seven (7) recommendations contained in the AMO submission “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to re-establish the priority for provincial action on this issue.
3. That a copy of this resolution be forwarded to Attorney General, the Honourable Doug Downey; the Minister of Municipal Affairs and Housing, the Honourable Steve Clark; AMO President, Jamie McGarvey, AMCTO President, Sandra MacDonald; and all Municipalities in Ontario.

CARRIED

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.



Casey Munro, Deputy Clerk



TOWN OF FORT FRANCES

MINUTES

March 21, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on March 21, 2022 from 8:30 AM 8:30 a.m. to 9:20 a.m.

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO/Planner, P. Briere, K. Haney, Deputy Clerk, P. Briere, By-Law Enforcement Officer

REGRETS: D. Judson

1. Call to Order - Session no 20 - Roll Call

1.1 Councillor McTaggart called the meeting @ 0830 hrs

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

3.1 Session no 19 - 07 March 2022 - Approved as presented

4. Items Referred from Council

4.1 North Air Re: Taxi Rates - Correspondence received to Council and subsequently forwarded to PDEC for consideration. Request from company to raise rates due to inflation. Limousine rates to remain the same. Nothing noted re dial a ride. By-law provided a summary of his report. Committee supportive of increase considering insurance/fuel costs. Recommendation from Committee that item return to Council to support increases as requested.

5. New Business

- 5.1 B1-2022 Zoning By-law Amendment - 1037 Third Street East - Chief Building Official provided an overview of his report. No decisions to be made until after public meeting scheduled for April 11th. Item to return to PDEC if concerns/objections received via way of public meeting. If no comments/enquires received via public meeting, Committee recommends item move forward to following Council meeting.
- 5.2 B2-2022 Zoning By-law Amendment - 1229 Cornwall Avenue (Lagoon Property) - Chief Building Official provided an overview of his report. Public meeting slated for April 11th. Committee of Adjustment agreed to 3,4,5 and 6. 1 and 2 approved subject to a noise mitigation study. Comparable to Fort Frances Power with respect to noise levels. Committee agrees good use of property and supportive of moving to next step of public hearing. Concerns/objections to be brought back to PDEC for discussion. Monday, April 18th meeting to bring concerns/objections. Bring to Council 25th for decision. If approved by-law potential of Council meeting of May 9th.

6. Outstanding Items - none

7. Information

7.1 OLT Case No. 21-001133 Final Order of the Tribunal - DSSAB to begin operation re design works. Contingent fund subject to approval of grant funding. External consultant to be hired for the plan. Further by-law by council to adopt pre-existing order passed by council.

8. In-Camera - none

9. Adjourn @ 0920 hrs / Next Meeting Date - 04 April 2022

Executive Committee Chair

Secretary, Planning & Development Executive
Committee



TOWN OF FORT FRANCES

MINUTES

February 22, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on February 22, 2022 from 12:01 p.m. to 12:27 p.m.

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

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, J. Hughes, IT Manager, G. Lecuyer, Municipal Clerk, K. Haney, Deputy Clerk

REGRETS:

1. Session # 20 - Call to Order

2. Disclosure of pecuniary interest and the general nature thereof

- 2.1 Councilor Brunetta disclosed an interest in item 5.1 below at this is her per diem claim for her attendance at the virtual ROMA Conference held on January 24th and 25th.

3. Approval of Previous Committee Minutes

- 3.1 Session no 19 - 08 February 2022 - Accepted as presented

4. Items Referred from Council

5. New Business

- 5.1 2209 W Brunetta - Councilor Brunetta disclosed an interest in item 5.4 below at this is her per diem claim for her attendance at the virtual ROMA Conference held on January 24th and 25th. Councilor Hallikas assumed position as chair for this item. Item to move ahead to Council meeting of 28 February 2022.
- 5.2 2208 M Behan RRDMA per diem - Accepted as presented.
- 5.3 Collaborative Sourcing - IT Manager provided an overview of this item. Committee accepted recommendation and item will move forward to Council meeting of 28 February 2022.
- 5.4 MNRF Forest Management Agreement Report 2022 - The Fire Chief provided an overview of this report. Committee accepts recommendation. Item will move forward to Council meeting of 29 February 2022
- 5.5 Council meeting changes re elections - Committee agrees to move forward with the recommendation. Looking to have embedded in the procedural by-law moving forward. Item to move forward to Council meeting of 28 February 2022.

6. Outstanding Items

- 6.1 Delegation by Council to CAO of certain authorities due to Lane Duck - The Clerk provided discussion further to that of last meeting and presented a draft by-law. Committee recommends item move forward to Council meeting of 28 February 2022.

6.2 Use of Corporate Resource Policy - The Clerk provided a summary of updates made.
Clerk to provide further feedback re notations made by Committee and bring back policy
to next meeting for Committee final approval.

- 7. **Information - none**
- 8. **In-Camera - none**
- 9. **Adjourn @ 1227 hrs / Next Meeting Date 08 March 2022**

Executive Committee Chair

F. Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

March 22, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on March 22, 2022 from 12:00 p.m. to 12:15 p.m.

PRESENT: Acting Chairperson A. Hallikas and Mayor J. Caul (ex-officio)

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, J. Hughes, IT Manager, A. Hansma, Human Resources Manager, K. Haney, Deputy Clerk, G. Lecuyer, Municipal Clerk

REGRETS: Chairperson W. Brunetta, Councillor D. Judson

1. Call to Order - Session no 22

Lack of quorum was identified. The Committee sat for the required 15 minutes until 12:15 at which the meeting was adjourned by Acting Chairperson Councilor Hallikas.

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

3.1 Session no 20 - 22 February 2022

4. Items Referred from Council - none

5. New Business

5.1 Council Report - Vaccination Policy - March 2022

5.2 Approved 2022 Capital Budget - Purchase of Network Switches [2022-AFEC-1006]

5.3 2213-2021 Capital Financing

5.4 2214 - 2022 BIA Budget

5.5 2215 - 2021 Contribution to Reserve Funds

5.6 2216 - PSAB 3150 OReg 284 09 Report for 2022 Budget

5.7 2211 D Judson RRDMA Per Diem (Addendum)

5.8 2212 W Brunetta NOMA Per Diem (Addendum)

6. Outstanding Items

6.1 Use of Corporate Resources Policy for AFEC (Addendum)

7. Information - none

8. In-Camera - none

9. **Adjourn 1215 hrs / Next Meeting Date - 05 April 2022**

Executive Committee Chair

F. Anwar, CAO