



## REGULAR COUNCIL MEETING AGENDA

June 13, 2022 5:30 PM

MEETING - Council Chambers , Civic Centre

Microsoft Teams meeting

**Join on your computer or mobile app**

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**Or call in (audio only)**

[+1 807-701-5975,,802169213#](#) Canada, Thunder Bay

Phone Conference ID: 802 169 213#

Page

### 1. COUNCIL MEETING

(Session No. 094) 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

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

1) Committee of the Whole Consent Items: 5.2 & 5.3

2) Council Consent Items: 2.2 & 2.3

5 - 7

- 2.2 CORR: Fort Frances Canadian Bass Championship July 20-July 23, 2022

**Recommendation:** THAT Council refer the Correspondence submitted by the Fort Frances Canadian Bass Championship scheduled for July 20-23, 2022 to the Administration & Finance Executive Committee for recommendation with input from all other Executive Committees

8

- 2.3 CORR: Knox United Church Express Gratitude and Appreciated to the Town of Fort Frances Public Works

**Recommendation:** THAT Council receive the correspondence from the Knox United Church with appreciation

### 3. Approval of Council Minutes: \*

- 9 - 16            3.1      Regular Council Meeting Minutes Session No. 093 May 24, 2022

**Recommendation:** THAT the meeting minutes of Council Meeting Session No. 093 dated May 24, 2022 having been typed and distributed be approved.

**4. Approval of Committee of the Whole Minutes: \***

- 17 - 21           4.1      Committee of the Whole meeting minutes Session No. 100 May 24, 2022

**Recommendation:** THAT the report of Committee of the Whole being Session No. 100 dated May 24, 2022 having been typed and distributed be approved

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

- 22                5.1      John Beaton, Peggy Loyie, Hugh Dennis - Safe Communities Rainy River District

**Recommendation:** THAT Council of the Town of Fort Frances receive the deputation from the Safe Communities Rainy River District with appreciation

- 23 - 27           5.2      Councillor D Judson NOMA Honorarium

**Recommendation:** THAT Council approve Schedule "F" Travel Statement-Mayor/Council Honorarium per diem claim in the amount of \$240.00 as submitted by Councillor Douglas Judson for attendance at the NOMA Annual Meeting and Conference held April 28-29, 2022

- 28 - 30           5.3      Appointment of Closed Meeting Investigator and Integrity Commissioner

**Recommendation:** THAT Council receive Report number AR-22-0009 from the Municipal Clerk, regarding the appointment of the Town of Fort Frances Municipal Integrity Commissioner, and Closed Meeting Investigator;

AND THAT Council direct Staff to proceed with (1) one Request for Proposals (RFP) in order to start the process for the appointment of a Integrity Commissioner and Closed Meeting Investigator for the Town of Fort Frances; and

AND FURTHER Council direct Staff that upon the close of the Request for Proposal that Staff bring forward a report to Council for decision to provide an overview and recommendation for the appointment of a Integrity Commissioner and Closed Meeting Investigator for the Town of Fort Frances

- 31 - 35           5.4      Hard Drive Shredding

**Recommendation:** THAT Council of the Town of Fort Frances authorize the Mayor and Clerk to execute a Repetitive Services Agreement with The Electronics Recycling Association of Alberta.

**6. By-Laws:**

6.1 By-Law to be enacted:

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:

36 - 37 6.2 By-Law 42-22 BIA Levy

Being a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act, 2001, S.O. 2001, c.25, Sections 204 – 215

38 - 39 6.3 By-Law 03-14 AB repeal 03-14AA Amend Zoning By-Law 1037 Third Street East

Being a By-Law to amend Zoning By-Law #03/14, as amended – 1037 Third Street East

40 - 41 6.4 By-Law 03-14 AC Amend Zoning By-Law 03-14 1229 Cornwall Avenue

Being a By-Law to amend Zoning By-Law #03/14, as amended – 1229 Cornwall Avenue (Lagoon Property)

42 - 50 6.5 By-Law 43-22 indemnification By-Law

Being a By-Law to provide Indemnification for Members of Council, Boards and Employees with respect to certain Actions or Proceedings arising from their Duties

51 - 66 6.6 By-Law 44-22 agreement with WSP Canada Inc. for the development of a new Official Plan and Comprehensive Zoning By-law

Being a By-Law to approve an agreement with WSP Canada Inc. for the development of a new Official Plan and Comprehensive Zoning By-law

67 - 69 6.7 By-Law 45-22 to authorize the execution of an agreement with Hatch Ltd – Bay City Contractor

Being a by law to authorize the execution of an agreement with Hatch Ltd – Bay City Contractor re: RFT 2022-OF-06(A) – 2022 Road Reconstruction Mowat Avenue Hydrant & Valve Replacement

**7. New Items:**

70 - 79 7.1 Shared information from Integrity Commissioner and Per Diem Claims - Councillor Wiedenhoeft

**8. Information Correspondence:**

80 8.1 CORR: Allan Dustak Re: Boat Slip / Flood

81 - 83 8.2 CORR: City of Cambridge Resolution Motion – Ontario Must Build it Right the First Time

84 8.3 CORR: Municipality of Shuniah - Resolution Community Schools Alliance Action Plan

- |         |     |   |
|---------|-----|---|
| 85      | 8.4 | CORR: Municipality of Shuniah - Resolution Support for Infrastructure   |
| 86 - 87 | 8.5 | CORR Nomination 2022-2024 AMO Board of Directors                        |
| 88 - 89 | 8.6 | CORR: Municipality of Chatham-Kent Resolution - Retirement Home Funding |
| 90 - 93 | 8.7 | CORR: Order in Council - International Falls Bridge                     |
| 94      | 8.8 | CORR: Shadow Minister for Rural Economic Development                    |

**9. Minutes of Local Boards / Committees: None**

**10. In-Camera:**

- 10.1 Council proceeds in-Camera at \_\_\_\_\_ p.m.

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

1. **Land Inquiry**

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2. **CAO Performance Appraisal**

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

- 10.2 Land Inquiry

- 10.3 CAO Performance Appraisal

- 10.4 Review Closed Meeting Minutes May 24, 2022

**11. Public Session Resumes:**

- 11.1 Report out of the Close Session

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

- 12.1 Closed Council Meeting Minutes Session No. 093 May 24, 2022

**Recommendation:** THAT the Closed meeting minutes of Council Session No. 093 dated May 24, 2022 having been typed and distributed be approved.

**13. ADJOURNMENT**

- 13.1 The Council Meeting adjourned at \_\_\_\_\_ p.m.

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

**14. \* Previously distributed to Council**

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

## Fort Frances



Canadian  
Bass Championship Inc.  
P.O. Box 531  
Fort Frances, ON  
P9A 3M8

May 19, 2022

Mayor and Town Council

Town of Fort Frances  
P.O. Box 38  
Fort Frances, Ontario  
P9A 3M5

Re: Fort Frances Canadian Bass Championships and Teen Dance (July 20th - July 23<sup>rd</sup>, 2022)

Dear Mayor and Councillors:

The FFCBC directors sincerely appreciate your significant contributions to facilitate the 2022 event. The Town of Fort Frances is a valued sponsor of the FFCBC since its creation in 1995.

We respectfully request the following support from the Town of Fort Frances:

- 1) Designate, in writing, the "Fort Frances Canadian Bass Championship Live Release Tournament" as a significant municipal festival & event.
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 3) Supply the FFCBC with the necessary documents to facilitate closing road to accommodate tent. Requesting road closure at the Sorting Gap Marina for the period of July 15th to July 25th inclusive.

- 4) We submit a request to the Town of Fort Frances for the use of four barricades for the use at the Sorting Gap.
- 5) The FFCBC will be filling out a building permit application for the erection of the tent, we ask the town look at any charges associated.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 21st to 23rd . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.
- 11) Requesting assistance from the Town of Fort Frances with the setting up of the Tent on July 15<sup>th</sup> and the taking down of the Tent on July 25<sup>th</sup>.

We look forward to discussing our request in greater detail at your convenience and invite any Town Councillor to any FFCBC board meeting.

Respectfully,



Wayne Allen, Co-Chairman

Jim Cuthbertson, Co-Chairman

## 2022 FFCBC Board of Directors

Wayne Allen	Co-Chair/Bar Operations
Wayne Allen	Teen Dance
Tom Ward	Director
Jim Cuthbertson	Co-Chair/Site & Facilities
Greg Gustafson	Treasurer/Angler Registrations
Paul Jewiss	Anglers' Representative
Russ Doman	Director
Paul Cousineau	Weigh Master
Robin Reid	Director



## Knox United Church

340 Church Street, Fort Frances, ON P9A 1E1

Tel. 807-274-4543 E-mail: [knoxknet@bellnet.ca](mailto:knoxknet@bellnet.ca)

[www.facebook.com/knoxfortfrances](http://www.facebook.com/knoxfortfrances)

*An Affirming Ministry within the United Church of Canada*

*Minister: Rev. Schalk Naudé*

May 27, 2022

Town of Fort Frances, Council and Public Works;

We would like to express our sincere gratitude to the Town of Fort Frances and the Public Works crew that repaired the water system on Church Street on May 25th & 26th, 2022.

Late on the afternoon of May 25th, what was thought to be a main water break occurred on Church Street, almost in front of the Knox United Church. We spoke to the crew and expressed concern as we had a large funeral scheduled for the next day including a luncheon to follow. A no-water situation was going to be a challenge. They did what they could at that time so we still had water to 'stockpile' for the next day. We went into full survival mode!

The following morning, the administrative assistant arrived at 7:00 am and the crew was already working. We spoke to the crew and were told that they would do their best to get things repaired before the funeral at 1:00 pm.

It turned out to be a smaller issue than originally thought and the water was back on by approximately 10:30 am! One of the crew came in and let us know immediately. Then the crew filled the hole, smoothed it out and had the street sweeper clean up the water and debris so we could have parking on the street and easy access to the building! All done ahead of the funeral!

Both Knox and the family really appreciated the professionalism and understanding of the crew.

Thank you,

*Ellen Anderson*

Ellen Anderson

Chair of Knox United Church Council





SESSION NO.093

MINUTES

## TOWN OF FORT FRANCES

May 24, 2022

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

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

REGRETS: Councillor D. Judson

ALSO PRESENT: CAO, F. Anwar, Municipal Clerk, G. Lecuyer, IT Manager, J. Hughes, Treasurer, D. Galusha, Manager of Operations & Facilities, T. Rob, HR Manager, A. Hansma, T. Young Recreations & Culture Manager and CBO/Municipal Planner, C Vangel

**1. COUNCIL MEETING**

To immediately follow the Committee of the Whole

## 1.1 Call to Order / Roll Call

Mayor Called called the meeting to order at 7:18 p.m.

## 1.2 Territorial Acknowledgement

## 1.3 Moment of Meditation

## 1.4 Disclosure of pecuniary interest and the general nature thereof.

Councillor Brunetta declares an interest on agenda item 5.4. The general nature this is her pier diem.

Councillor McTaggart declares an interest on agenda item 5.5. The general nature this is his pier diem.

Councillor Wiedenhoeft declares an interest on agenda 5.3. The general nature this is his pier diem.

Councillor Behan declares an interest on agenda item 5.6. The general nature this is his pier diem.

**2. Consent Agenda:**

## 2.1 Items Referred from Committee of the Whole

988 THAT the following Consent items be approved:

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

5.3 CORR: Northwestern Ontario Sports Hall of Fame Annual Membership and Fundraising Campaign

**Recommendation:** approval of this report will agree with the recommendation from the Administrative and Finance Executive Committee that Council of the Town of Fort Frances approve the Business/Organization Membership Fee in the amount of \$60.00 for the Northwestern Ontario Sports Hall of Fame.

5.4 Award of Tender 2022-OF-08

**Recommendation:** approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee relating to Tender 2022-OF-08 Airport Gate due to the substantial cost exceedance compared to budget.

5.5 5th Street Lift Station PLC Upgrade

**Recommendation:** approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee that Council approve the process control system in the 5th Street Lift Station to be upgraded to Delta – V by Lakeside Process Controls FURTHER THAT the funding shortfall be funded by the Wastewater Treatment Plant Miscellaneous Capital Upgrades Budget

2) Council Consent Items 2.2, 2.3, 2.4, 2.5, 2.6 and 2.7

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	John McTaggart
<b>Second:</b>	Michael Behan

2.2 CORR: BIA request to reduce speed limit Scott Street

**Recommendation:** THAT the Communication from the BIA regarding the request to reduce speed limit on Scott Street be received and that the correspondence be referred to the Operations and Facilities Executive Committee with input from the Traffic Safety Committee for a recommendation.

CARRIED

2.3 CORR; BIA Request Christmas Tree - Market Square

**Recommendation:** THAT the Communication from the BIA regarding the request for a Christmas Tree at Market Square be received and that the correspondence be referred to the Operations and Facilities Executive Committee for a recommendation.

CARRIED

2.4 CORR: Royal Canadian Legion " Military Recognition Book"

**Recommendation:** THAT the communication from the Royal Canadian Legion re: Military Recognition Book be received and that the correspondence be referred to the Administration and Finance Executive Committee for a recommendation

CARRIED

2.5 CORR: Resident 916 Armit Avenue Request re: Fence Height

**Recommendation:** THAT the letter from a resident of 916 Armit Avenue be received and that the correspondence be referred to the Planning and Development Executive Committee for a recommendation.

CARRIED

2.6 CORR: Resignation Letter from Debbie Ballard re: Museum Advisory Committee

**Recommendation:** THAT Council of the Town of Fort Frances receive the letter of resignation from Debbie Ballard re: Museum Advisory Committee

CARRIED

2.7 CORR: Rainy River Veterinary Services Committee - Vet Assistance Trust Fund

**Recommendation:** THAT the communication from Rainy River Veterinary Services re: Vet Assistance Trust Fund be received and that the correspondence be referred to the Administration and Finance Executive Committee for a recommendation

CARRIED

3. Approval of Council Minutes: \*

989 **Recommendation:** THAT the meeting minutes of Council Meeting Session No. 092 dated May 9, 2022 having been typed and distributed be approved.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Second:</b>	Wendy Brunetta

4. Approval of Committee of the Whole Minutes: \*

4.1 Committee of the Whole meeting minutes Session No. 099 May 9, 2022

990 **Recommendation:** THAT the report of Committee of the Whole being Session No. 099 dated May 9, 2022 having been typed and distributed be approved

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Michael Behan
<b>Second:</b>	John McTaggart

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

5.1 BDO Canada LLP, Town of Fort Frances 2021 Audited Financial Statements

991 THAT the presentation of the Draft 2021 Audited Financial Statements from BDO Canada LLP be received  
AND THAT the Corporation of the Town of Fort Frances Draft consolidated Financial Statement for the year ending December 31, 2021 as prepared by BDO Canada LLP be hereby approved as attached hereto and forming part of this resolution.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Wendy Brunetta
<b>Second:</b>	Andrew Hallikas

5.2 ~~B2-2022 Planning Report – PDEC – May 16, 2022~~ Award Recommendation for RFP 22-PD-07 – New Official Plan and Comprehensive

992 **THAT** approval of this report will agree with the recommendation of the Planning and Development Executive Committee that Council award RFP 22-PD-07 for the development of a new Official Plan and Comprehensive Zoning By-law for the Town of Fort Frances to WSP Canada Inc. for the cost of \$136,435.00 plus the municipal portion of HST;  
AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the corporation;  
AND THAT an additional \$5,000 be carried for public engagement internal expenses;  
AND FURTHER THAT the budget shortfall be captured in the 2022 capital budget and covered through the Corporate Projects Reserve Funds.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Wendy Brunetta
<b>Second:</b>	Rick Wiedenhoeft

5.3 Councillor R. Wiedenhoeft NOMA Honorarium  
Councillor Wiedenhoeft declares an interest on agenda 5.3. The general nature this is his pier diem.

993 **Recommendation:** THAT approval of this report will agree with the recommendation from the Administrative and Finance Executive Committee that Council of the Town of Fort Frances approve Schedule “F” Travel Statement- Mayor/Council Honorarium per

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diem claim in the amount of \$320.00 as submitted by Councillor Rick Wiedenhoeft for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Seconder:</b>	John McTaggart

- 5.4 Councillor W. Brunetta NOMA Honorarium  
Councillor Brunetta declares an interest on agenda item 5.4. The general nature this is her pier diem.

- 994 **Recommendation:** THAT approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$400.00 as submitted by Councillor Wendy Brunetta for attendance at the NOMA Board Meeting, Annual Meeting and Conference held April 27-29, 2022.
- CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Michael Behan
<b>Seconder:</b>	Andrew Hallikas

- 5.5 Councillor J McTaggart NOMA Honorarium  
Councillor McTaggart declares an interest on agenda item 5.5. The general nature this is his pier diem.

- 995 **Recommendation:** THAT approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$320.00 as submitted by Councillor John McTaggart for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.
- CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Rick Wiedenhoeft
<b>Seconder:</b>	Michael Behan

- 5.6 Councillor M Behan NOMA Honorarium  
Councillor Behan declares an interest on agenda item 5.6. The general nature this is his pier diem.

- 996 **Recommendation:** THAT approval of this report will agree with the recommendation from the Administration and Finance Executive Committee that Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$320.00 as submitted by Councillor Michael Behan for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.
- CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Wendy Brunetta
<b>Seconder:</b>	John McTaggart

- 5.7 B2-2022: Zoning By-law Amendment – 1229 Cornwall Avenue (Lagoon Property)

- 997 **Recommendation:** THAT Council agree with the recommendation of the Committee of Adjustment and the Planning and Development Executive Committee:  
THAT the 150MW Solar Farm including the transmission of electricity, electric substation, and battery energy storage system site-specific uses be approved;  
AND THAT the property be designated as a Site Plan Control Area which will require a site plan agreement prior to any further development taking place on the property; and

AND THAT the following conditions and criteria be applied to the Industrial-Scale computing use and associated components:  
THAT a noise mitigation study and noise mitigation plan among other potential studies for the development be required as part of the site plan control agreement; and  
THAT the sea-cans, if approved, not be allowed to stack on top each other; and THAT the structures, associated components and operations associated with the industrial-scale computing be located not closer than 300m to any surrounding residential use or residential zoned properties, and further that these be located not closer than 850m to McIrvine Road and Eighth Street West; and  
THAT the proponent provide documentation from the MOECP stating whether an Environmental Compliance Approval will be necessary for this project aspect as a requirement of the site plan control agreement; and  
THAT the site plan control agreement outline requirements for compliance with all regulatory body guidelines, statutes and regulations including but not limited to those specifying recommended noise mitigation levels as indicated within this report; and  
THAT the site plan control agreement contain verbiage and requirements for ongoing noise monitoring as well as enforcement provisions to ensure compliance with regulatory requirements; and  
THAT the noise mitigation consultant hired by the applicant consult with the Town of Fort Frances; and  
THAT all costs associated with the site plan control agreement, development, studies and other be at the cost of the applicant

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Seconder:</b>	John McTaggart

5.8 Indemnification By-Law

- 998 **Recommendation:** THAT Council receive the draft Indemnification By-Law  
AND THAT Council directs Administration to bring forward the Indemnification By-Law for passage and enactment

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Michael Behan
<b>Seconder:</b>	Rick Wiedenhoeft

5.9 Award of the tender for the 2022 Capital Budgeted Road works

- 999 THAT Council of the Town of Fort Frances award tender 2022-OF-09 to George Armstrong Company for a total tender price of \$2,846,962 including a \$150,000 contingency allowance, plus applicable taxes and;  
FURTHER THAT Prior to construction start an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain firsthand knowledge of these projects and have the opportunity to ask questions. The exact date of the meeting is unknown at the time of writing this report, and;  
FURTHER THAT the Mayor and Clerk be authorized to execute the contracts on behalf of the Corporation of the Town of Fort Frances

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	John McTaggart
<b>Seconder:</b>	Andrew Hallikas

6. By-Laws:

6.1 By-Law to be enacted:

- 1000 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:

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- By-Law 03-14 AA, being a By-Law to amend Zoning By-Law #03/14, as amended – 1037 Third Street East
- By-Law 36-22, being a by law to authorize the execution of an agreement with Bell Canada re: Next Generation 9-1-1 Service Agreement
- By-Law 37-22, being a By-law of the Town of Fort Frances to adopt a Disconnecting from Work Policy
- By-Law 38-22, being a By-Law to adopt a Chief Administrative Office Performance Appraisal Policy for the Town of Fort Frances
- By-Law 39-22, being a by law to authorize the execution of an agreement with SkyMark Refuelers re: RFT 2022-OF-03 – Supply and Delivery of a New Aircraft Refueler Truck
- By-Law 40-22, being a by law to authorize the execution of an agreement with Tom Jones Corporation re: RFT 2022-OF-05 – Fire Suppression Sprinkler System Installation in 52 Canadians Arena
- By-Law 41-22, being a by law to authorize the execution of an agreement with Caliber Sport Systems Inc re: RFT 2022-OF-06 – Supply and Installation of new Sport Flooring at the Fort Frances Memorial Sports Centre

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Michael Behan
<b>Second:</b>	Wendy Brunetta

7. Minutes of Local Boards / Committees:

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

- 7.1 Planning & Development Executive Committee Session no 21 - 18 April 2022 (Amended)
- 7.2 Planning & Development Executive Committee Session no 22 - 02 May 2022
- 7.3 Administration & Finance Executive Committee Session no 22 - 19 April 2022 (Amended)
- 7.4 Administration & Finance Executive Committee Session no 23 - 03 May 2022
- 7.5 Operations and Facilities Executive Committee, Minutes from the previous meeting on May 4, 2022.
- 7.6 CORR: BIA - AGM & Board of Management Meeting Minutes March 8, 2022

8. In-Camera:

- 8.1 Council proceeds in-Camera at 7:41p.m.

1001 THAT Council now meet in-camera in order to address a matter pertaining to:

1. Land Inquiry

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;

2. By-Law enforcement matter

- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

3. RTR and Point Park Litigation

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- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Second:</b>	Wendy Brunetta

- 8.2 Land Inquiry  
Staff members present: F. Anwar, CAO, G. Lecuyer, Clerk, and C. Vangel, Transportation Superintendent, CBO/Planner  
Council received a confidential report from the Clerk relating to Land Inquiry. Council provided direction to administration.
- 8.3 By-Law enforcement matter  
Agenda item 8.3 in closed session was deferred to a later date due to ongoing emergency situation relating to flooding.
- 8.4 RTR and Point Park Litigation  
Staff members present: F. Anwar, CAO, G. Lecuyer, Clerk Council was provided a confidential report from the CAO relating to the RTR and Point Park Litigation as information.
- 8.5 RTR and Point Park Litigation  
Staff members present: F. Anwar, CAO, G. Lecuyer, Clerk and Municipal Lawyers: Clare Brunetta and Jerome Morse  
Council was provided a confidential report from the CAO relating to the RTR and Point Park Litigation. Mr. Brunetta and Mr. Morse verbally provided information to Council a discussion was held. Council provided administration direction.
- 8.6 Review closed meeting minutes May 9, 2022  
Council received the draft minutes without comment to be approved in open session.

9. Public Session Resumes: at 9:25 p.m.

- 9.1 Mayor Caul reported out of the closed session as follows:
  - 1. The Land inquiry was discussed and direction was provided to Administration
  - 2. The By-Law enforcement matter was deferred
  - 3. The RTR and Point Park Litigation was discussed and direction was provided to Administration

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

- 10.1 Approval of Closed Meeting Minutes of May 9, 2022
- 1005 THAT the closed meeting minutes of the Council dated May 9, 2022 having been typed and distributed be approved

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Second:</b>	Michael Behan

11. ADJOURNMENT

- 11.1 The Council Meeting adjourned at 9:27 p.m.

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1006 THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

- 12.    **\* Previously distributed to Council**
- 13.    **\*\* Items can be viewed by contacting the Clerk**





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Mayor Caul welcomes Tyler Young new Manager of Recreation and Culture for the Town of Fort Frances. Participated in a ribbon cutting ceremony for the new owners of the bridge, provided an update relating to the flooding situation in the Town of Fort Frances.

Councillor Behan - Verbal Update relating to the RRDMA meeting attended.

Councillor Brunetta - Verbal Update relating to the Fort Frances Community Clinic Meetings attended the, Board of Health meeting and Doctor Recruitment and Retention and the Fort Frances non profit housing Board.

Councillor Hallikas - Verbal Update None

5. Consent Agenda:

5.1 Approval of Consent Agenda

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

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Wendy Brunetta
<b>Seconders:</b>	Rick Wiedenhoeft

5.2 ~~B2-2022 Planning Report – PDEC – May 16, 2022~~ Award Recommendation for RFP 22-PD-07 – New Official Plan and Comprehensive

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 Planning and Development Executive Committee that Council award RFP 22-PD-07 for the development of a new Official Plan and Comprehensive Zoning By-law for the Town of Fort Frances to WSP Canada Inc. for the cost of \$136,435.00 plus the municipal portion of HST;  
AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the corporation;  
AND THAT an additional \$5,000 be carried for public engagement internal expenses;  
AND FURTHER THAT the budget shortfall be captured in the 2022 capital budget and covered through the Corporate Projects Reserve Funds.

5.3 CORR: Northwestern Ontario Sports Hall of Fame Annual Membership and Fundraising Campaign

**Recommendation:** approval of this report will agree with the recommendation from the Administrative and Finance Executive Committee that Council of the Town of Fort Frances approve the Business/Organization Membership Fee in the amount of \$60.00 for the Northwestern Ontario Sports Hall of Fame.

5.4 Award of Tender 2022-OF-08

**Recommendation:** approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee relating to Tender 2022-OF-08 Airport Gate due to the substantial cost exceedance compared to budget.

## 5.5 5th Street Lift Station PLC Upgrade

**Recommendation:** approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee that Council approve the process control system in the 5th Street Lift Station to be upgraded to Delta – V by Lakeside Process Controls FURTHER THAT the funding shortfall be funded by the Wastewater Treatment Plant Miscellaneous Capital Upgrades Budget

## 6. Administration and Finance Division:

### 6.1 Councillor R. Wiedenhoeft NOMA Honorarium

Councillor Wiedenhoeft declares an interest on agenda 6.1. The general nature this is his pier diem.

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 from the Administrative and Finance Executive Committee that Council of the Town of Fort Frances approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$320.00 as submitted by Councillor Rick Wiedenhoeft for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.

### 6.2 Councillor W. Brunetta NOMA Honorarium

Councillor Brunetta declares an interest on agenda item 6.2. The general nature this is her pier diem.

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 from the Administration and Finance Executive Committee that Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$400.00 as submitted by Councillor Wendy Brunetta for attendance at the NOMA Board Meeting, Annual Meeting and Conference held April 27-29, 2022.

### 6.3 Councillor J McTaggart NOMA Honorarium

Councillor McTaggart declares an interest on agenda item 6.3. The general nature this is his pier diem.

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 from the Administration and Finance Executive Committee that Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$320.00 as submitted by Councillor John McTaggart for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.

### 6.4 Councillor M Behan NOMA Honorarium

Councillor Behan declares an interest on agenda item 6.4. The general nature this is his pier diem. Chair Behan stepped down as the chair and Councillor Brunetta assumed the duties of the Chair during this agenda item.

Page 4 of 5

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 from the Administration and Finance Executive Committee that Council approve Schedule "F" Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$320.00 as submitted by Councillor Michael Behan for attendance at the NOMA Annual Meeting and Conference held April 27-29, 2022.

#### 6.5 Indemnification By-Law

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

**Recommendation:** THAT Council receive the draft Indemnification By-Law AND THAT Council directs Administration to bring forward the Indemnification By-Law for passage and enactment

### 7. Planning and Development Division:

#### 7.1 B2-2022: Zoning By-law Amendment – 1229 Cornwall Avenue (Lagoon Property)

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

**Recommendation:** THAT Council agree with the recommendation of the Committee of Adjustment and the Planning and Development Executive Committee:

THAT the 150MW Solar Farm including the transmission of electricity, electric substation, and battery

energy storage system site-specific uses be approved;

AND THAT the property be designated as a Site Plan Control Area which will require a site plan agreement prior to any further development taking place on the property; and

AND THAT the following conditions and criteria be applied to the Industrial-Scale computing use and associated components:

THAT a noise mitigation study and noise mitigation plan among other potential studies for the development be required as part of the site plan control agreement; and

THAT the sea-cans, if approved, not be allowed to stack on top each other; and THAT the structures, associated components and operations associated with the industrial-scale computing be located not closer than 300m to any surrounding residential use or residential zoned properties, and further that these be located not closer than 850m to McIrvine Road and Eighth Street West; and

THAT the proponent provide documentation from the MOECP stating whether an Environmental Compliance Approval will be necessary for this project aspect as a requirement of the site plan control agreement; and

THAT the site plan control agreement outline requirements for compliance with all regulatory body guidelines, statutes and regulations including but not limited to those specifying recommended noise mitigation levels as indicated within this report; and

THAT the site plan control agreement contain verbiage and requirements for ongoing noise monitoring as well as enforcement provisions to ensure compliance with regulatory requirements; and

THAT the noise mitigation consultant hired by the applicant consult with the Town of Fort Frances; and

THAT all costs associated with the site plan control agreement, development, studies and other be at the cost of the applicant

### 8. Operations and Facilities Division:

- 8.1     Award of the tender for the 2022 Capital Budgeted Road works  
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

THAT Council of the Town of Fort Frances award tender 2022-OF-09 to George Armstrong Company for a total tender price of \$2,846,962 including a \$150,000 contingency allowance, plus applicable taxes and;  
FURTHER THAT Prior to construction start an open house public meeting is scheduled to ensure all property owners abutting the construction projects obtain firsthand knowledge of these projects and have the opportunity to ask questions. The exact date of the meeting is unknown at the time of writing this report, and;  
FURTHER THAT the Mayor and Clerk be authorized to execute the contracts on behalf of the Corporation of the Town of Fort Frances

- 8.2     Verbal Update on Capital Projects  
The Manager of Operations and Facilities provided the first verbal annual capital project update: Pre construction road work meetings scheduled and update relating to the Memorial Sports Centre roofing, squash room 52 Canadian roof and flooring, HVAC and sprinkler system.

9.       **General: None**

10.     **Information:**  
The following items were received. Council was provided an opportunity for clarification and questions relating to all information items.

- 10.1     PDEC April report (Addenda)
- 10.2     2022 Q1 to Council - reserve funds.
- 10.3     Fire Rescue Service April 2022 Report

11.     **ADJOURNMENT**

- 11.1     The meeting adjourned at 7:14 p.m.
- 227     THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	John McTaggart
<b>Seconder:</b>	Andrew Hallikas

Appendix E

Application for Delegation / Deputation

**REQUEST FOR DELEGATION / DEPUTATION BEFORE  
COUNCIL OF THE TOWN OF FORT FRANCES**

**ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN  
SUBMISSION PRIOR TO THE AGENDA DEADLINE:**

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk's Office by 12:00 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power Point, Microsoft Word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: June 13, 2022

I am requesting a delegation / deputation to speak:

- a) ☐ On my own behalf
- b) ☒ On behalf of a group / organization / association (if b) please state name of group below

Safe Communities Arny River District

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

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

John Beaton, Peggy Loyie, Hugh Dennis

Subject of Presentation - Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council mandate / strategic priorities. All material needs to be provided to the Clerk by 12:00 noon on the Thursday prior to the meeting. (use a separate sheet of paper if not enough space allowed here)

We will provide a brief overview of the history, & contributions of Safe Communities R.R. Dist. We will also discuss the implications involved in dissolving R.R. Safe Communities

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

Safe Communities R.R. Dist have made significant contributions to the safety & function of Fort Frances and District. Council's decision to discontinue funding has significant impacts.

Date of Request: May 24, 2022

Signature of Speaker: Peggy Loyie

Address: [REDACTED]

Telephone/Fax no: [REDACTED]

Email address: [REDACTED]

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

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

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office.

Clerk's Office Contact:

Gabrielle Lecuyer, AOMC, Clerk  
320 Portage Avenue  
Fort Frances, ON P9A 3P9  
1-807-274-5323 ext 1215  
glecuyer@fortfrances.ca

# ADMINISTRATIVE REPORT

**Subject:** Councillor D Judson NOMA Honorarium  
**Date:** 2022-06-13  
**To:** Committee of the Whole of Council  
**From:** Dawn Galusha, Treasurer  
**File Number:** TRE2022-28



## ISSUE

Attached is a copy of Schedule “F” Travel Statement – Mayor/Council Honorarium per diem in the amount of \$240.00 to attend the NOMA Annual Meeting and Conference held in Fort Frances April 28-29, 2022 as submitted by Councillor Douglas Judson.

## ADMINISTRATIVE RECOMMENDATION

It is the recommendation of the Administration:

**THAT Council approve Schedule “F” Travel Statement- Mayor/Council Honorarium per diem claim in the amount of \$240.00 as submitted by Councillor Douglas Judson for attendance at the NOMA Annual Meeting and Conference held April 28-29, 2022.**

## OPTIONS & ALTERNATIVES

- (1) Authorize payment to Councillor Douglas Judson in the amount of \$240.00
- (2) Deny the request.

## ANALYSIS

The per diem claim is in compliance with Town of Fort Frances By-Law 02/10-E Schedule ‘A’.


## SUPPORTING DOCUMENTS

- (1) Schedule “F” Travel Statement-Mayor/Council Honorarium
- (2) 2022 NOMA Annual Meeting & Conference Agenda

**TOWN OF FORT FRANCES - SCHEDULE "F"**  
**TRAVEL STATEMENT - MAYOR/COUNCIL HONORARIUM**

Attendee	<i>Douglas Judson</i>
Conference / Seminar Attended	<i>Northwestern Ontario Municipal Association Conference and Annual General Meeting</i>
Location	<i>Fort Frances Curling Club / Virtual</i>
Dates	<i>April 28-29, 2022</i>

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date				<i>Apr. 28</i>	<i>Apr. 29</i>			<i>2 days</i>
Amount				\$160	\$80			\$240

Name (Please Print) <i>Douglas W. Judson</i>	Signature 
Approved	Date <i>June 5, 2022</i>

To be submitted to Payroll for processing when approved by Council



# 2022 NOMA Annual Meeting & Conference Agenda

AGENDA ITEM #5.2

**Wednesday, April 27, 2022 Location: Fort Frances Curling Club**

- 1:30 pm      **Registration Opens**
- 2:00 pm (CST)      **Conference Welcome & Opening Remarks**  
*Agency One Drumming Group*  
*Call to Order*  
*O'Canada Performance by Callahan and Cassandra Armstrong*  
*Greetings from Mayor Wendy Landry, NOMA President*  
*Roll Call*  
*Greeting from the Town of Fort Frances - Mayor June Caul*  
*Greeting from Couchiching First Nation - Chief Brian Perrault*  
*Greeting from ROMA - Councillor Janet Hager, Zone 10 Rep*  
*Greeting from FONOM - Councillor Danny Whalen, President*
- 2:30 pm      **Leader Addresses**  
*Steven Del Duca, Leader of Ontario Liberal Party*  
*Andrea Horwath, Leader of NDP*  
*Mike Schreiner, Leader of Green Party*
- 3:00 pm      **AMO Update**  
*Presented by: Jamie McGarvey, AMO President & Brian Rosborough, Executive Director*
- 3:30 pm      **Keynote: Truth and Reconciliation**  
*Presented by: Stan Wesley*
- 4:15 pm      **Health Break**
- 4:30 - 5:30 pm (CST)      **NOMA Annual General Meeting (76<sup>th</sup>)**  
  1. Call to Order
  2. Approval of minutes of 74/75<sup>th</sup> Annual General meeting
  3. Approval to receive the Presidents Report
  4. Approval of Auditors Report & 2021 Financial Statements
  5. Appointment of Auditors for 2022
  6. Approval of 2022 Operating Estimates
  7. Business Transacted
  8. New Business
    - 8.1 Strategic Plan
    - 8.2 Northern Transportation Task Force
  9. Resolutions Committee
  10. Adjournment
- 6-8 pm (CST)      **Opening Reception and Trade Show**  
*Join your colleagues for networking, appetizers, and a cash bar. Be sure to visit the exhibitors who have registered for the 2022 conference.*

**Thursday, April 28, 2022: Fort Frances Curling Club****7:30 am to 4:00 pm Registration & Expo**

7:45 am (CST)

**Buffet Breakfast**

8:30am

**NOSM U: First Stand-Alone University in Canada***Presented by: Dr Sarita Verma, President, Vice-Chancellor, and Dean*

9:00 am

**NWMO Transportation Planning***Presented by: Caitlin Burley, Transportation Planning Manager & Norm Sandberg, Relationship Manager, Nuclear Waste Management Organization*

9:30 am

**Growing Prosperity through Ontario's Forestry Sector***Presented by: Ian Dunn, President and CEO, Ontario Forestry Industry Association*

10:00 am

**TBT Engineering Update***Presented by: Scott Peterson, President, TBT Engineering Limited*

10:10 pm

**Minister David Piccini Address**

10:15 am

**Exhibitor Booth Break**

10:45 am

**Climate Change and Risk Management***Presented by: Jessica Jaremchuk, Director, Risk Management Services, Intact Public Entities*

11:30 pm

**The Power of Partnerships***Presented by: Daniel Levitan, Vice President, Stakeholder Relations, Hydro One*

12:00 pm

**Lunch & Visit Exhibitor Booths**

1:00pm

**MPAC Update***Presented by: Carmelo Lipsi, Vice President & Chief Operating Officer & Mary Dawson-Cole, Regional Manager, Northern Ontario, Municipal Property Assessment Corporation (MPAC)*

1:30 pm

**More Than a Number: Addressing Homelessness, Addictions, and Mental Health in the North***Presented by: Holly Parsons, Policy Analyst, Northern Policy Institute*

2:30 pm

**Final Exhibitor Booth Break**

3:00 pm

**Tourism & Municipalities - Working together in the North***Presented By: David MacLachlan, Executive Director, Destination Northern Ontario, Laurie Marcil, Executive Director, NOTO, and Dr. Jessica Ng, Director, Policy & Government Relations, Tourism Industry Association of Ontario*

3:45 pm

**Prize Wheel**

4:15 pm

**Keynote: Playing Nice in the Sandbox***Presented by: Kari Chiappetta*

5:00-6:00 pm

**Optional Trade Show**

6-7pm

**Gala Dinner**

7-10pm

**Entertainment – Entyrely Mac - Shuttle Service available 8:00pm-10:30pm**

**Friday, April 29, 2022 Location: Fort Frances Curling Club**

7:45 am (CST)

***Buffet Breakfast***

8:30 am

**Lakehead University and Northern Ontario's Health System Landscape***Presented by: Dr. Mirella Stroink, Dean, Faculty of Health and Behavioural Sciences, Lakehead University*

9:00 am

**Preparing Northern Municipalities for Ontario's Energy Future***Presented by: Ahmed Maria, Director of Transmission Planning, IESO*

9:30 am

**Opportunities for Rural Ontario in a Post-COVID World***Presented by: Robin Jones, Rural Ontario Municipal Association, Chair*

10:00 am

***Health Break***

10:25 am

**Federal Minister Gudie Hutchings, Rural Economic Development**

10:30 am

**MP Eric Melillo, Kenora**

10:40am

**Hon. Steve Clark, Minister of Municipal Affairs & Housing**

10:50 am

**Hon. Greg Rickford, Minister of Energy, Northern Development & Mines & Indigenous Affairs**

11:00 am

**Minister Forum***Hon. Steve Clark, Minister of Municipal Affairs & Housing**Hon. Greg Rickford, Minister of Energy, Northern Development & Mines & Indigenous Affairs**Hon. Sylvia Jones, Solicitor General**Parliamentary Assistant Deepak Anand of the Minister of Labour, Training and Skills Development*

12:00pm (CST)

***End of conference – take home lunch***

## ADMINISTRATIVE REPORT

**Subject: Appointment of Closed Meeting Investigator and Integrity Commissioner**

**Date: June 13, 2022**

**To: Mayor and Council**

**From: Gabrielle Lecuyer, Municipal Clerk**



### ISSUE:

Appointment of Closed Meeting Investigator / Integrity Commissioner

### ADMINISTRATIVE RECOMMENDATION:

THAT Council received a Report from the Municipal Clerk, regarding the appointment of the Town of Fort Frances Municipal Integrity Commissioner, and Closed Meeting Investigator;

AND THAT Council direct Staff to proceed with (1) one Request for Proposals (RFP) in order to start the process for the appointment of a Integrity Commissioner and Closed Meeting Investigator for the Town of Fort Frances; and

AND FURTHER Council direct Staff that upon the close of the Request for Proposal that Staff bring forward a report to Council for decision to provide an overview and recommendation for the appointment of a Integrity Commissioner and Closed Meeting Investigator for the Town of Fort Frances

### STRATEGIC IMPACT:

Complimenting imperative number 7 in the Strategic Plan of Complete review of governance model and key procedures which incorporate accountability and transparency requirements in the overall governance.

### OPTIONS & ALTERNATIVES:

1. Council may discuss alternative option in terms of having an Integrity Commissioner and the Ombudsman as the Closed meeting investigator
2. Council may discuss having 2 separate RFP's (1) for the close meeting investigator and (1) for the Integrity Commissioner

### HISTORY:

Closed Meeting Investigator

## Appointment of Closed Meeting Investigator and Integrity Commissioner

- In January 2008, new changes to the Municipal Act came into effect allowing Ontarians to lodge an official complaint requesting that an investigation be undertaken to determine whether a municipality has complied with the open meeting requirements outlined in Section 239. of the Municipal Act, or the municipality's procedural by-law relating to any meeting or part of a meeting that was closed to the public.
- The investigation must be undertaken by an Investigator appointed by the municipality pursuant to Sections 9, 10, 11, and 239.2 of the Act or by an Ombudsman appointed pursuant to the Ombudsman Act if the municipality has not appointed an Investigator.
- The Ombudsman handles complaints in all municipalities except those that have appointed their own Investigators.
- On January 15, 2008, Council approved an agreement with Paul Heayn for his services as a meeting investigator as provided under the Municipal Act, 2001. Mr. Heayn has been the Closed Meeting Investigator for the Town of Fort Frances from 2008 to present.
- On February 25, 2019 By-Law 05-19 appointed Mr. Heayn as the Integrity Commissioner pursuant to subsection 223.3 (1) of the Municipal Act, 2001 authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned.

### ANALYSIS:

- The term for both agreements (closed meeting investigator & Integrity Commissioner) with Mr. Heayn will terminate on December 31, 2022
- Being June and a busy few months ahead with the Election and a new Council Orientation, Council should discuss their plans to fill these roles. It is recommended to move forward with a single RFP to streamline this process
- Though another option for the closed meeting investigator such as having the Ombudsman conduct inquiries which is at no cost to the Municipality, this is not an option Staff is recommending for the following reasons:
  - The Ombudsman search can really branch out beyond the scope of the closed meeting complaint. Though on its face it may appear that there are no cost for the Ombudsman to investigate, these types of investigation can require additional resources to address all issues should they arise whereas a third party is independent, impartial and provides credible investigations and reports directly relating to closed session only and understanding that both the Ombudsman and a Third Party are focused on municipal transparency and accountability.
  - The powers of the Ombudsman with respect to closed meeting complaints as set out in the Ombudsman Act – include the power to issue summonses, inspect premises and compel municipal officials and staff to provide information and documents far greater powers than a appointed Closed Meeting Investigator

### Appointment of Closed Meeting Investigator and Integrity Commissioner

- The value and the quality a third party can bring is also to provide and ensure an educational component to help municipalities both Council and Staff to maintain compliance and keeping up with the times and the changing legislation they can be a valuable with often quick resource and turnaround time when required
- It is important to note that the RFP will be created in such a way to ensure a strong legal background and credentials in the Municipal World to ensure we have the skills we are looking for in both an Integrity Commissioner and Closed Meeting Investigator.

### CONSULTATION:

N/A

# ADMINISTRATIVE REPORT

**Subject:** Hard Drive Shredding  
**Date:** 2022-06-13  
**To:** Committee of the Whole  
**From:** Jeremy Hughes, Information Technology Manager  
**File Number:** 2022-COTW-1008



## ISSUE

- (1) Authorize a *Repetitive Services Agreement* to obtain a discount for on-site electronics shredding

## ADMINISTRATIVE RECOMMENDATION

It is the recommendation of the Information Technology Manager:

**THAT Council of the Town of Fort Frances authorize the Mayor and Clerk to execute a Repetitive Services Agreement with The Electronics Recycling Association of Alberta.**

## STRATEGIC IMPACT

- *Objective 19 - Improve Information Technology Capacity*

## OPTIONS & ALTERNATIVES

- (1) Council authorizes the execution of a *Repetitive Services Agreement* with The Electronics Recycling Association of Alberta as presented.
- (2) Council denies the authorization.
- (3) Council provides another direction.

## HISTORY

The Town of Fort Frances (*the "Town"*) has a large quantity and variety of retired physical data storage devices that may contain confidential information. The most secure method of disposal for this material is on-site electronics shredding.

The approved 2022 Operating Budget allocates funds to facilitate a single on-site electronics shredding event.

## ANALYSIS

Execution of a *Repetitive Services Agreement* will reduce the per unit cost of on-site shredding by 50%, resulting in a savings to the Town of approximately \$1,343. Though repetitive in nature, the agreement will be used only a single time and will terminate after one year.

## HARD DRIVE SHREDDING

Two hard drive shredders will be brought on-site to the Fort Frances Museum by way of loading dock. Shredding will take place in the Museum's receiving bay over the course of one business day, to be scheduled following the execution of this agreement.

### CONSULTATION

- The Electronics Recycling Association
- The OEMCM supplier for Electronic Device Disposal and Recycling Services
- The Museum Curator
- Cannect Electric

### SUPPORTING DOCUMENTS

- (1) Repetitive Services Agreement (3 pages)





REPETITIVE SERVICES AGREEMENT



electronic.recycling.association

Between:

**Town of Fort Frances ("Client")**

and

**The Electronic Recycling Association of Alberta ("Contractor")**

**The parties agree as follows:**

1. Contractor shall provide the electronic recycling services ("Services") as required by Client in accordance with the terms of this Agreement.
2. In consideration for provision of the Services by Contractor to Client, and subject always to the provisions of this Agreement, Client shall pay the Contractor an Annual Membership fee of \$500.00.
3. Subcontracting
  - (a) Contractor shall remain liable and responsible to Client for the actions and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety requirements referred to herein.
4. Term
  - (a) The service agreement is for a Term, commencing on **May 18<sup>th</sup> 2022** and ending automatically on **May 17<sup>th</sup> 2023**, unless terminated earlier in accordance with the provisions set out below (Section 5), or extended by mutual, written agreement.
5. Termination
  - (a) The parties may terminate this Agreement at any time during the term of the agreement by providing 30 days written notice, without any further obligation or compensation other than any outstanding amounts, for services provided prior the termination date.
6. Pricing, Membership and Pickups.
  - (a) As agreed in Schedule A (attached)
  - (b) Invoicing and Payment Terms  
 Net 30 from invoice date.  
 Approved Payment method: Cheque, Credit Card or EFT  
 Accounts Receivable  
 Chantelle Coddington  
 403-261-9097 / chantelle@era.ca
7. Confidentiality
 

Contractor shall:

  - (a) not make use of any Client Confidential Information for its own personal gain or for any purpose other than is required to provide the Services;

# REPETITIVE SERVICES AGREEMENT



electronic.recycling.association

- (b) not disclose any Client Confidential Information to any person except employees, subcontractors, consultants or agents who have a need to know such information consistent with the provision of the Services, but only after such person has properly assumed obligations identical in principle to those in this Section and Contractor ensures that such person at all times complies with those obligations;
  - (c) employ diligent efforts and exercise reasonable care to hold all Client Confidential Information in the strictest confidence;
  - (d) not use Client's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Contractor's relationship with Client without first obtaining written consent from Client; and
8. "Client Confidential Information" refers to any and all information, material and data disclosed to Contractor or obtained by Contractor in connection with providing the Services, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including without limitation:
- (a) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of Client;
  - (b) "personal information" as defined in the Personal Information Protection and Electronic Documents Act (Canada) (and any applicable similar information protected by provincial legislation that may be enacted).
  - (c) The provisions of this Section shall survive the expiration or termination of this Agreement.

Each party represents and warrants to the other that it has all requisite power and authority to enter into this Agreement and to perform its obligations and that this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties acknowledge that they have read this Agreement, understand it and agree to be bound by it and have caused this Agreement to be executed by their duly authorized representatives effective as indicated below.

## Town of Fort Frances

By: \_\_\_\_\_

Name (print) \_\_\_\_\_

Title (print): \_\_\_\_\_

## Electronic Recycling Association of Alberta

By: \_\_\_\_\_

Name: Danny Salkanovic

Title: Senior Account Representative

REPETITIVE SERVICES AGREEMENT



electronic.recycling.association

**“Schedule A”**

The parties agree that ERA will provide the following services upon request as follows:  
***\*the following services are offered to the client at the following rates and are not required to be used by the client or their affiliates\****

**The below Discounts are valid up to \$10,000.00 Spent. After the cap has been reached, services will return to full price.**

**Pickup Service:**

Local pickups will be free of charge

***\*remote locations, %50 discount on 3<sup>rd</sup> party services\****

Use of Collection Receptacles (type or volume as required based on availability) – Free

**Inventory/Certification - Free:**

Collection Certificate on site outlining the equipment collected

Serial number reporting available upon request for any service

All Certification (Data, Receipt, and Confirmation) is issued within 10-15 days after the service has been completed

**Data Services:**

Software Based Data Erasure Services – Free

Fees for hard drive on site shredding services will be \$2.50 per hard drive + \$125.00 on site charge.

Fees for hard drive off site shredding services will be \$2.50 per hard drive

Fees for CD and Floppy Disk off site shredding services will be \$0.50 per CD/Floppy Disk.

Fees for hard drive shredder rental will be \$750.00 per day.

***\*on site shredding & rentals are not available with remote locations & 3<sup>rd</sup> party services at this time\****

**Accepted Items:**

Consumer Electronics (gaming consoles, iPods and mp3 players, stereo equipment etc)

Desktop Computers (PC & Mac, monitors, parts, motherboards etc)

Handheld devices (smart phones, cell phones, tablets etc)

Laptops (PC & Mac, docking stations, parts, cables etc)

Printers (Inkjet & Laserjet, plotters, copiers, scanners, fax machines etc)

Peripherals (Keyboards, mice, CD/DVD roms, cards, accessories etc)

Phone Systems

Racks and miscellaneous (Server racks, lab equipment, disk ar-rays etc)

Servers (Rack mount, stand alone, all brands etc)

Software (operating system, editing, design etc)

Specialty items (Cisco networking, switches, routers etc)

**Additional items/services charged for:**

TV \$5.00

Small Appliance (Microwave, etc) \$10.00

Floor Unit Photocopiers \$72.50

## THE CORPORATION OF THE TOWN OF FORT FRANCES

### BY-LAW NO. XX-22

Being a By-Law to authorize the levying and collection of a special charge of taxes upon the Business Improvement Area as provided in the Municipal Act, 2001, S.O. 2001, c.25, Sections 204 – 215.

**WHEREAS** Schedule “A” to By-Law No. 32/78 as attached thereto, designating a certain area as an improved area, has been duly approved by the Ontario Municipal Board on February 16, 1979, by Order No. M7929;

**AND WHEREAS** on March 28, 2022, Council approved the Treasurer’s Report dated March 28, 2022 reflecting the required 2021 BIA levy;

**AND WHEREAS** the said sum of \$0 is required to be raised as taxes for the Business Improvement Area purposes.

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

1. THAT the Revenue and Expenditure estimates in the amount of \$62,000 by the Board of Management of the Business Improvement Area for the year 2022 as shown in Schedule “A” be and the same are hereby approved.
2. THAT there shall be a special levy against occupied property in commercial and industrial classes located within the area designated as the Business Improvement Area in Schedule “A” to By-Law No. 32/78, on the basis of those rates particularly set forth in Schedule “B” forming part of this By-Law in the manner set forth in the said Schedule “B”.

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

First Installment:     July 29, 2022  
Second Installment:    August 31, 2022

3. THAT said levy be placed on the Collector’s Roll of record of the Town of Fort Frances for the year 2022 and collected according to statute and by-law.
4. THAT all taxes shall be paid into the office of the Collector.
5. THAT the Treasurer and Collector are hereby empowered to accept part payment from time to time on account of taxes due.
6. THAT on 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 month the default continues until December 31, 2022.
  - a) On all taxes levied in default on January 1, 2023, interest will be added at the rate of 1.25 percent per month for each month of default.
7. THAT penalties and interest added on all taxes in default shall become due and payable and shall be collected forthwith as if the same had originally been imposed and formed part of such unpaid tax levy.
8. THAT the Collector may 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.

9. THAT taxes be paid through the following facilities:
- Town of Fort Frances Civic Center, 320 Portage Avenue, Fort Frances, Ontario
  - Telebanking and Internet Services through and major financial institute
  - Preauthorized Payment Plan
  - Mail Service via Canada Post
  - Night Depository, 320 Portage Avenue, Fort Frances, Ontario
10. THAT the Treasurer or Collector is hereby empowered to accept part payment from time to time on account of taxes due.

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

ENACTED and PASSED this 13th day of June 2022

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk

**THE CORPORATION OF TOWN OF FORT FRANCES  
BY-LAW NO. 03/14 AB**

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 1037 Third Street East)

**WHEREAS** Ann Roisin, Estate Trustee for the Estate of Alfred Albert Roisin a.k.a. Fred Roisin is the registered and beneficial owner (the “Owner”) of the property (the “Property”) municipally known as 1037 Third Street East, Fort Frances, Ontario, and legally described as PCL 157-1 SEC SM50; LT 157 PL SM50 MCIRVINE; FORT FRANCES.

**AND WHEREAS** the Owner appointed Kevin W. Brothers (the “Agent”) to act as the Agent for the rezoning application.

**AND WHEREAS** the Property’s current zoning is Residential Type One (R1).

**AND WHEREAS** the Agent has, submitted an application (the “Application”) to amend the Zoning By-Law 03/14, as amended (the “Zoning By-Law”) to add a duplex dwelling as a site-specific permitted use on the Property, while retaining the existing Residential Type One (R1) zoning designation.

**AND WHEREAS** the Municipality deems it desirable to amend the Zoning By-Law to add a duplex dwelling as a site-specific permitted use on the Property, while retaining the existing Residential Type One (R1) zoning designation.

**AND WHEREAS** in accordance with Section 34(12) of the Planning Act, a Public Meeting was held on Monday April 11, 2022 to consider the subject Zoning By-Law Amendment, with adequate notice provided to the public according to Ontario Regulation 545/06 and Section 34(14.1) of the Planning Act on March 10, 2022.

**AND WHEREAS** at its meeting held Monday May 9, 2022, Council approved the report of the Municipal Planner, supported by recommendations from the Planning and Development Executive Committee and the Committee of Adjustment, that the application be approved.

**AND WHEREAS** a grammatical error was identified in by-law 03-14AA, which requires rectifying.

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

1. That by-law 03-14AA be repealed and replaced with this by-law.
2. That the Town of Fort Frances Zoning By-Law 03/14 be amended to add a duplex dwelling as a site-specific permitted use on the Property, subject to the R1 zone provisions and while retaining the existing Residential Type One zoning designation.
3. That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

ENACTED and PASSED this 13th day of June 2022

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J.Caul, Mayor

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G. Lecuyer, Clerk

**THE CORPORATION OF TOWN OF FORT FRANCES  
BY-LAW NO. 03/14 – AC**

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 1229 Cornwall Avenue (Lagoon Property))

**WHEREAS** 2670568 Ontario Limited is the registered and beneficial owner (the “Owner”) of the property (the “Property”) municipally known as 1229 Cornwall Avenue, Fort Frances, Ontario, and legally described as PCL BLK 1-4 SEC SM49; FIRSTLY, BLK 1 PL SM49 MCIRVINE; BLK 2 PL SM49 MCIRVINE; BLK 3 PL SM49 MCIRVINE; SECONDLY, PT SEC 29 MCIRVINE PT 1, 48R3176, SURFACE RIGHTS ONLY AS PT 2, 48R3176; THIRDLY, PT HUDSON BAY COMPANY RESERVE MCIRVINE PT 3, 48R3176; FOURTHLY LT 1 PL SM145 MCIRVINE SURFACE RIGHTS ONLY; LT 2 PL SM145 MCIRVINE; LT 3 PL SM145 MCIRVINE EXCEPT PT 1, 2 & 3, 48R3385; LT 4 PL SM145 MCIRVINE; LT 5 PL SM145 MCIRVINE; LT 6 PL SM145 MCIRVINE & LT 7 PL SM145 MCIRVINE, EXCEPT PT 4, 48R3385 FIFTHLY SE1/4 SEC 29 MCIRVINE EXCEPT PT 5, 48R3385; FORT FRANCES.

**AND WHEREAS** the Owner appointed Mitch Lepage (the “Agent”) to act as the Agent for the rezoning application.

**AND WHEREAS** the Property’s current zoning is Waste Disposal Industrial (M3).

**AND WHEREAS** the Agent has, submitted an application (the “Application”) to amend the Zoning By-Law 03/14, as amended (the “Zoning By-Law”) to add the following site-specific permitted uses on the Property, while retaining the existing Waste Disposal Industrial (M3) zoning designation:

- To add a site-specific permitted use for Industrial Scale Computing;
- To utilize sea-cans or containers converted to Buildings and/or a constructed structure to house the Industrial Scale Computing equipment;
- To add a site-specific permitted use for the establishment of a 150 MW Solar Farm to produce solar energy and/or feed into the electrical grid;
- To add a site-specific permitted use for Transmission of electricity, including infrastructure (towers and lines);
- To add a site-specific permitted use for Electric substations; and
- To add a site-specific permitted use for Battery Energy Storage System (BESS)

**AND WHEREAS** the Municipality deems it desirable to amend the Zoning By-Law to add the listed site-specific permitted uses, in part, on the Property, subject to additional provisions and conditions, while retaining the existing Waste Disposal Industrial (M3) zoning designation.

**AND WHEREAS** in accordance with *Section 34(12) of the Planning Act*, a Public Meeting was held on Monday April 11, 2022 to consider the subject Zoning By-Law Amendment, with adequate notice provided to the public according to Ontario Regulation 545/06 and Section 34(14.1) of the Planning Act on March 10, 2022.

**AND WHEREAS** at its meeting held Tuesday May 24, 2022, Council approved the report of the Municipal Planner, supported by recommendations from the Planning and Development Executive Committee and the Committee of Adjustment, that the application be approved in part subject to certain provisions and conditions.

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

1. That the following permitted uses be defined as follows, and added as site-specific permitted uses on the Property:

**Industrial Scale Computing:** The use of premises for the purpose of housing computer systems that collect, maintain, store, and/or process data for profit. Typical uses include but are not limited to blockchain/cryptocurrency mining and data centres.



**Solar Farm:** Up to 150MW of Photo Voltaic Solar Generation utilizing either a fixed mounting or a variable tracking system.

**Transmission of electricity, including infrastructure (towers and lines):**

Transmission is an interconnected group of lines and associated equipment for the movement or transfer of electric energy between points of supply and points at which it is transformed for delivery to customers or is delivered to other electric systems.

**Electric substations:** A facility for switching electrical elements, transforming voltage, regulating power, or metering.

**Battery Energy Storage System (BESS):** A type of energy storage that uses a group of batteries to store electrical energy.

- 2. That the Property be designated as a Site Plan Control Area requiring a site plan agreement, authorized by Council, prior to commencing any further development on the Property.
- 3. That the **Solar Farm, Transmission of electricity, Electric substations, and Battery Energy Storage System** uses be approved and subject to the existing regulations of permitted uses in the Waste Disposal Industrial zone as outlined in subsection 4.14.2 of the Zoning By-law.
- 4. That **Industrial Scale Computing** and its associated components be approved, in part, subject to the following provisions and conditions:
  - a. THAT a noise mitigation study and noise mitigation plan among other potential studies be required as part of the site plan control agreement; and
  - b. THAT if sea-cans (storage containers) are used to house the equipment, they not be allowed to stack on top each other; and
  - c. THAT the structures, associated components, and operations associated with the **industrial scale computing** be located not closer than 300m to any surrounding residential use or residential zoned properties, and further that this use be located not closer than 850m to McIrvine Road and Eighth Street West; and
  - d. THAT the Owner provide documentation from the MOECP stating whether an Environmental Compliance Approval will be necessary for this use as a requirement of the site plan control agreement; and
  - e. THAT the site plan control agreement outlines requirements for compliance with all regulatory body guidelines, statutes and regulations including but not limited to those specifying noise outputs; and
  - f. THAT the site plan control agreement contains verbiage and requirements for ongoing noise monitoring as well as enforcement provisions to ensure compliance with all regulatory requirements; and
  - g. THAT the noise mitigation consultant hired by the Owner or the Owner's agent, consult with the Town of Fort Frances for input on the noise mitigation study and plan; and
  - h. THAT all costs associated with the site plan control agreement, development, studies and others determined, be at the cost of the Owner or the Owner's agent.

ENACTED and PASSED this 13th day of June 2022

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J.Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk

## THE CORPORATION OF THE TOWN OF FORT FRANCES

### By-Law XX/22

(BEING A BY-LAW TO PROVIDE INDEMNIFICATION FOR MEMBERS OF COUNCIL, BOARDS AND EMPLOYEES WITH RESPECT TO CERTAIN ACTIONS OR PROCEEDINGS ARISING FROM THEIR DUTIES)

**WHEREAS** subsection 279(1) of the *Municipal Act, 2001*, as amended, states that despite the *Insurance Act*, a municipality may be or act as an insurer and may exchange with other municipalities in Ontario reciprocal contracts of indemnity or inter-insurance in accordance with Part XIII of the *Insurance Act* with respect to the following matters:

- 1) protection against risks that may involve pecuniary loss or liability on the part of the municipality or any local board of the municipality;
- 2) the protection of its employees or former employees or those of any local board of the municipality against risks that may involve pecuniary loss or liability on the part of those employees;
- 3) subject to section 14 of the *Municipal Conflict of Interest Act*, the protection of the members or former members of the council or of any local board of the municipality or any class of those members against risks that may involve pecuniary loss or liability on the part of the members;
- 4) subject to section 14 of the *Municipal Conflict of Interest Act*, the payment of any damages or costs awarded against any of its employees, members, former employees or former members or expenses incurred by them as a result of any action or other proceeding arising out of acts or omissions done or made by them in their capacity as employees or members, including while acting in the performance of any statutory duty;
- 5) subject to section 14 of the *Municipal Conflict of Interest Act*, the payment of any sum required in connection with the settlement of an action or other proceeding referred to in paragraph 4 and for assuming the cost of defending the employees or members in the action or proceeding; and

**AND WHEREAS** subsection 14(1) of the *Municipal Conflict of Interest Act* provides that councils may pass by-laws to enable the municipality to act as an insurer to protect a member of the council or of any local board thereof who has been found not to have contravened section 5 of the *Municipal Conflict of Interest Act* against any costs or expenses incurred by the member as a result of a proceeding brought under that legislation, and for paying on behalf of or reimbursing the member for any such costs or expenses in that regard;

**AND WHEREAS** s. 448(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that no proceeding for damages or otherwise shall be commenced against a member of council or an officer, employee or agent of a municipality or a person acting under the instructions of the officer, employee or agent for any act done in good faith in the performance or intended performance of a duty or authority under this Act or a by-law passed under it or for any alleged neglect or default in the performance in good faith of the duty or authority;

**AND WHEREAS** s. 448(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, states that s. 448(1) does not relieve a municipality of liability to which it would otherwise be subject in respect of a tort committed by a member of council or an officer, employee or agent of the municipality or a person acting under the instructions of the officer, employee or agent.

**AND WHEREAS** paragraph 278(1)(b) of the *Municipal Act, 2001* defines “employee” and authorizes a municipal council to pass by-laws designating certain persons or classes of persons as employees for the purposes of insurance; and

**AND WHEREAS** it is advisable to protect Members of Council and Employees of the Corporation that are acting in good faith and within the scope of their duties against pecuniary losses, liabilities, risks, costs and expenses that relate to their offices or arise because of their being, or having been, Members or Employees;

**NOW THEREFORE** the Council of The Corporation of the Town of Fort Frances hereby **ENACTS AS FOLLOWS:**

## 1. DEFINITIONS

In this By-law, unless a contrary intention appears,

- 1.1 “Act” means the *Municipal Act, 2001*, SO 2001, c 25, as amended;
- 1.2 “By-law” means this By-law, and as it may be amended from time to time;
- 1.3 “CAO” means the person within the Corporation’s employ who holds the title of “Chief Administrative Officer”, including his or her designate;
- 1.4 “Claimant” means a Member or Employee who claims coverage pursuant to this By-law;
- 1.5 “Corporation” means The Corporation of the Town of Fort Frances;
- 1.6 “Corporation’s Legal Counsel” means legal counsel employed or retained to represent the interests of the Corporation, including his or her designates;
- 1.7 “Council” means the elected Municipal Council for the Corporation;
- 1.8 “Employee” means any salaried officer, or any other person in the employ of the Corporation or of a Local Board and includes, as applicable:
  - (a) a member of the police force of the Corporation;
  - (b) persons that provide their services on behalf of the Corporation without remuneration, exclusive of reimbursement of expenses or honoraria, if Council of the Corporation has passed a by-law designating such persons or classes of person as employees for the purposes of this By-law;
  - (c) any person or class of person designated as an employee of the Minister for the purposes of sections 279, 280 and 282 of the Act who is in the employ of the Corporation; or
  - (d) a Former Employee.
- 1.9 “Former Employee” means a person who was formerly an Employee of the Corporation;
- 1.10 “Former Member” means a person who was formerly a Member of Council of the Corporation;
- 1.11 “Local Board” means a local board as defined in subsection 278(1) of the *Municipal Act, 2001*;
- 1.12 “Member” means a person who is a Member of the Council of the Corporation and includes a Former Member;
- 1.13 “Proceeding” means a proceeding before a court or statutorily created judicial tribunal commenced by a Third Party in which a remedy is sought against the Claimant.; and
- 1.14 “Third Party” means any person or authority including the Crown., but does not include the Corporation, or a Local Board.

## **2. INTERPRETATION RULES**

In this By-law,

- 2.1 wherever this By-law refers to a person or thing with reference to gender or the gender neutral, the intention is to read the By-law with the gender applicable to the circumstances;
- 2.2 references to items in the plural include the singular, as applicable;
- 2.3 the words “include”, “including”, “included” or “includes” are not to be read as limiting the phrases or descriptions that precede or follow them; and
- 2.4 headings are inserted for ease of reference only and are not to be used as interpretation aids.

## **3. STATUTES**

- 3.1 Unless otherwise defined, specific references to statutes in this By-law are printed in italic font and are meant to refer to the current statutes applicable within the Province of Ontario as at the time this By-law was enacted, as they are amended and revised from time to time.

## **4. INDEMNITY FOR MEMBERS**

- 4.1 The Corporation may, subject to the provisions of this By-law, indemnify a Member that was acting in good faith and within the scope of his or her duties at all material times in the manner and to the extent provided herein in respect of any Proceeding brought against such Member by a Third Party arising out of acts or omissions done or made by such Member in his or her capacity as a Member or by reason of being a Member, including, without limitation:
  - 4.1.1 while acting in the performance of any statutory duty; and
  - 4.1.2 while being or acting as an appointee, nominee, delegate, member, officer or in any other capacity on a Local Board, Committee, Corporation, Association or other body pursuant to the direction, request or other authority of the Corporation.
- 4.2 Subject to the provisions of this By-law, the Corporation may indemnify a Member by:
  - 4.2.1 assuming the cost of defending the Member in the Proceeding;
  - 4.2.2 where permitted by law, paying any fines, monetary penalties, damages or costs imposed on or awarded against that Member as a result of the Proceeding;
  - 4.2.3 paying, either by direct payment or reimbursement, any expenses reasonably incurred by that Member as a result of the Proceeding;
  - 4.2.4 paying any sum required in connection with the settlement of the Proceeding.
- 4.3 In the case of a Proceeding under the *Municipal Conflict of Interest Act*, the following shall apply:
  - 4.3.1 any indemnity the municipality decides to pay will only be by way of reimbursement for costs or expenses actually paid by the Member and subject to the following conditions;
  - 4.3.2 the indemnity is limited to the costs and expenses reasonably

**Indemnification By-Law**

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incurred by the Member as a result of the Proceeding brought under that statute;

4.3.3 the Member is not entitled to any indemnity unless such Member is found not to have contravened that statute;

4.3.4 legal counsel, approved by the CAO in advance of the costs being incurred shall be retained by the Member directly; and

4.3.5 no payment or liability shall be made or assumed by the Corporation unless and until the conditions in clause 4.3.3 hereof have been met.

**5. INDEMNITY FOR EMPLOYEES**

5.1 The Corporation may, subject to the provisions of this By-law, indemnify an Employee that was acting in good faith and within the scope of his or her duties at all material times in the manner and to the extent provided herein in respect of a Proceeding brought against such Employee by a Third Party arising out of acts or omissions done or made by such person as an Employee or by reason of he or she being or having been an Employee, including while acting in the performance of a statutory duty.

5.2 Subject to the provisions of this By-law, the Corporation may indemnify an Employee by:

5.2.1 assuming the cost of defending the Employee in the Proceeding;

5.2.2 paying any fines, monetary penalties, damages or costs imposed on or awarded against that Employee as a result of the Proceeding;

5.2.3 paying, either by direct payment or by reimbursement, any expenses reasonably incurred by such Employee as a result of the Proceeding;

5.2.4 paying any sum required in connection with the settlement of the Proceeding.

**6. INDEMNITY - OTHER**

6.1 In addition to the persons covered in sections 4 and 5 of this By-law, the Corporation may:

a) on a case-by-case basis; and

b) in the Corporation's sole and absolute discretion;

provide indemnity to any person that the Corporation is authorized under sections 278 to 280 of the *Municipal Act, 2001* to provide indemnity to and do so in accordance with the provisions of this by-law or as otherwise stipulated by the Corporation.

6.2 With respect to a proceeding that is brought against a Member or Employee by a person who is not a Third Party, the Corporation may:

a) on a case-by-case basis; and

b) in the Corporation's sole and absolute discretion;

provide indemnity to such Member or Employee in accordance with the provisions of this by-law or as otherwise stipulated by the Corporation.

**7. EXCLUSIONS**

7.1 The obligations of the Corporation in this By-law shall not apply in the

**Indemnification By-Law**

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following circumstances:

- 7.1.1 where the proceeding has arisen out of the illegal, dishonest, fraudulent or malicious act of the Claimant, or his or her willful or reckless violation of any law, duty, contract, policy or obligation;
  - 7.1.2 where the Claimant is acting or proceeding in a manner that is contrary to a decision, policy or position of the Corporation;
  - 7.1.3 where the Claimant has failed to comply with the provisions of this By-law, unless strict compliance has been waived by a Resolution of Council;
  - 7.1.4 to the extent by which the Corporation is prejudiced, where the claim is of a nature covered by an insurance policy or indemnity, whether placed or provided by the Corporation, the Claimant, a Local Board or otherwise, and there has been a policy violation or other act on the part of the Claimant prejudicing the right of indemnity under that policy or other right of indemnity; and
  - 7.1.5 to any Claimant in respect of whom the Corporation has agreed to provide indemnity under a collective agreement or employment agreement and the rights of such persons and any union, association or other organization representing them shall be governed solely by such agreement and not by any of the provisions of this By-law, whether or not such agreement extends to any or all of the indemnities or other protections provided for in this By-law.
- 7.2 The liability of the Corporation under this By-law shall be reduced by the amount of indemnity paid pursuant to an insurance policy or indemnity as referred to in section 7.1.4 of this By-law and, at the reasonable request of the Corporation, the Claimant shall assign to the Corporation his or her rights pursuant to that insurance policy or indemnity and to any amount payable under it.
  - 7.3 Notwithstanding that the Corporation may have assumed the defence of any proceeding or the cost thereof, it shall be deemed to have reserved its rights with respect to the applicability of any exclusion under this By-law.
  - 7.4 The Corporation may waive the reservation of rights referred to in section 7.3, subject to such conditions as the Corporation deems appropriate in the circumstances.
  - 7.5 The provisions of this By-law are intended to supplement the protection provided by policies of insurance. For purposes of clarity, there is no entitlement to any coverage under this By-law when the Claimant has or had insurance coverage pursuant to an insurance policy, whether placed or provided by the Corporation, the Claimant, a Local Board or otherwise, with respect to the proceeding and coverage under any policies of insurance that the Claimant may have in respect of such proceeding must first be exhausted before any right to indemnity under this By-law may be triggered.

**8. LIMIT OF COVERAGE**

- 8.1 Subject to section 14.1, the maximum amount for which the Corporation may be liable hereunder (inclusive of claims, costs, expenses and any other amount) shall not exceed \$250,000.00 in respect of any claim or combination of claims arising under the same circumstances, made against a Claimant.

**9. IF CAO IS CLAIMANT**

- 9.1 If the Claimant is the current CAO, Council shall designate the Clerk to carry out the duties under this By-law assigned to the CAO; however, any

**Indemnification By-Law**

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decisions that the CAO would make under this By-Law are to be made by Council.

**10. NOTICE TO CORPORATION**

- 10.1 A Claimant shall promptly give written notice to the CAO of any threatened or actual Proceeding. Where a Claimant is served with any process or notice with respect to a Proceeding, he or she shall immediately deliver a true copy of the document to the CAO.
- 10.2 A Claimant shall, concurrently with giving notice under section 10.1 of this By-Law, provide the CAO with full written particulars of any other insurance or indemnity providing coverage available to the Claimant.
- 10.3 In the event that a Claimant fails to give such notice or deliver such document or provide such full written particulars to the CAO within 30 days of the receipt of such notice or such document by the Claimant, no indemnity will be provided to a Claimant pursuant to this By-law.

**11. DETERMINATION OF COVERAGE**

- 11.1 Subject to sections 7.1.3 and 9:
  - (a) Where the Claimant is an Employee the CAO shall determine, in his or her sole and absolute discretion, whether or not the Claimant is covered under the provisions of this By-law.
  - (b) Where the Claimant is a Member, the CAO shall provide a written report and recommendation to Council regarding whether or not the Claimant is covered under the provisions of this by-law and Council shall determine, by majority vote at a duly constituted meeting, whether to authorize indemnity.
- 11.2 As a condition precedent to the Corporation making any payment in respect of the costs of or representation of any Employee or Member pursuant to this By-law, the Employee or Member must agree in writing to comply with the provisions of this by-law and such other terms and conditions as are determined to be appropriate by the Corporation's Legal Counsel, and shall agree to repay the Corporation on demand, in the event that the Employee or Member is convicted of an offence in respect of the Proceeding, all sums paid by the Corporation in respect of the costs of defence or representation as to such charges and must execute an indemnity agreement or other documentation requested by the Corporation to secure such repayment to the Corporation. No retainer shall be made on behalf of a Claimant and/or no money shall be paid by the Corporation with respect to any Proceeding until an indemnity agreement and/or other documentation has been executed. The CAO is hereby authorized to execute such indemnity agreements on behalf of the Corporation upon recommendation of the Corporation's legal counsel.
- 11.3 In the event that a Claimant commences a legal proceeding to enforce a claim for indemnity under this By-law, such legal proceeding must be commenced within 90 days of receipt of the final decision made by the CAO or Council, as the case may be, pursuant to sections 11.1 and 11.2 of this By-law.

**12. LEGAL COUNSEL**

- 12.1 The Corporation's Legal Counsel may, in appropriate cases, provide representation to a Claimant at the cost of the Corporation and the Corporation may take general carriage of any proceeding where the Corporation and the Claimant are both parties to the Proceeding, and it is in the interests of the Corporation to do so.

**Indemnification By-Law**

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- 12.2 The Corporation may apply for party, intervener or other status in any proceeding with which a Claimant is or may be involved if to do so is in the interest of the Corporation, and the Corporation's Legal Counsel may, in proper cases, also represent the Claimant, or take general carriage of any such proceeding, at the cost of the Corporation.
- 12.3 Despite any other provision of this By-law, any Legal Counsel retained by the Corporation's Insurer to defend any proceeding shall also represent the Claimant with respect to that proceeding unless the Corporation requires or consents to the retainer of different Legal Counsel.
- 12.4. Except as otherwise provided in this By-law, the Corporation shall have the right to select and retain Legal Counsel to represent the Claimant in any proceeding.
- 12.5 Notwithstanding section 12.4, a Claimant who the Corporation has determined is entitled to coverage under this By-law may request, in writing, approval of the CAO of Legal Counsel of the Claimant's own choice to represent him or her in a Proceeding, and such a request shall include the name, and contact information of such Legal Counsel, together with a statement of his or her rates, fees, charges and experience.
- 12.6 The CAO of the Corporation shall, within 10 working days from receiving the request under section 12.5, in his or her sole and absolute discretion, approve the request or deny the request and appoint Legal Counsel of the Corporation's choice and, in either case, advise the Claimant in writing.
- 12.7 If a Claimant's request to use Legal Counsel of his or her own choice is denied, and the Claimant still wishes to use that Legal Counsel, such costs shall be the responsibility of the Claimant.
- 12.8 If, after 10 days from receiving the request, the CAO has not advised the Claimant in writing of the disposition of his or her request, the Claimant may retain his or her choice of Legal Counsel to act on his or her behalf until the Corporation retains other Legal Counsel.
- 12.9 If the Corporation retains other Legal Counsel to act on behalf of the Claimant in place of Legal Counsel originally retained by the Claimant in accordance with the provisions of this By-law, the Corporation shall, subject to the *Solicitors Act*, pay to the Claimant's Legal Counsel all of his or her reasonable legal fees and disbursements from the time that the Claimant retained such Legal Counsel, until replaced by Legal Counsel retained by the Corporation.
- 12.10 Subject to the requirements of the Law Society of Ontario, all Claimant Legal Counsel in any proceeding shall cooperate fully with, and provide all relevant information to, the Corporation's Legal Counsel.
- 12.11 Unless otherwise agreed to by the CAO, Legal Counsel retained by or for the Claimant shall render detailed accounts to the Claimant on a monthly basis for all services rendered in the immediately preceding month, and shall deliver such statements of account to both the Claimant and the CAO. Upon approval of such accounts by the Claimant and the CAO, the Corporation shall pay such accounts. Legal accounts may, at the request of the Corporation or the Claimant, be submitted for assessment in accordance with the *Solicitors Act* and the Corporation shall not be liable for payment of an account which has been assessed, unless it has been given notice of and the full opportunity to participate in the assessment process.

**13. COSTS**

- 13.1 No costs, expenses or other liability shall be incurred or assumed on behalf of the Corporation under any circumstances without the prior written approval of the CAO, or by by-law or resolution of Council, as the case may



**Indemnification By-Law**

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be.

- 13.2 Where the Corporation has provided indemnity to a Claimant pursuant to this By-law, and costs are awarded in favour of that Claimant in the proceeding, the Claimant shall assign the amount of the costs award and the right to collect it to the Corporation.

**14. RELIANCE ON INSURANCE**

- 14.1 Notwithstanding any other provision of this By-Law to the contrary, in the event a Proceeding is covered by the Corporation's insurance policy, any lawyer retained by the Corporation's insurers from time to time shall represent a Claimant with respect to the Proceeding and the Corporation shall have no obligation to indemnify such Claimant for the retention of any other counsel, unless the Corporation agrees otherwise in writing.

**15. SETTLEMENTS**

- 15.1 The Corporation, at its option, shall have the right at its own expense to investigate any claim and may negotiate the settlement of any claim, or any aspect of any claim, including any non-monetary terms of settlement, as it deems expedient but the Corporation shall not commit the Claimant to any settlement without the Claimant's consent, unless the failure to settle results or may result in any continuing liability, including but not limited to vicarious liability, to which the Corporation may be exposed, but which would have been released by such settlement. In that case, the Corporation has the right to settle the claim to the extent required to obtain a release of the Corporation from liability and to decline indemnity of the Claimant if the Claimant fails to join in the implementation of the settlement as may be required by the Corporation.
- 15.2 If the Claimant's consent is required and the Claimant refuses to consent to any settlement recommended by the Corporation, and the Claimant elects to contest the claim or continues to defend the proceeding in connection with such claim, then, subject to the provisions of this By-law, the Corporation's limit of liability for the claim or for indemnity of the Claimant shall not exceed the amount for which the claim could have been settled, including costs, charges and expenses incurred with the Corporation's consent up to the date of the refusal of the Claimant to settle.
- 15.3 In the event that the Corporation elects to reject a settlement and elects to contest the claim or continue any Proceeding in connection with such claim and the rejected settlement was within the maximum limit of liability provided for in this By-law, the Corporation shall be liable for any amount awarded against the Claimant in excess of the maximum otherwise applicable.

**16. COOPERATION**

- 16.1 A Claimant shall at all times cooperate fully with the Corporation and the Corporation's Legal Counsel and shall make available to the Corporation's Legal Counsel all information and documents relevant to the matter as are within the Claimant's knowledge, possession or control. A Claimant shall not do anything to compromise or prejudice the position of the Corporation in any proceeding. A Claimant shall attend at all proceedings, and all meetings related to the proceedings, when required to do so by operation of law or when requested to do so by the Corporation's Legal Counsel or CAO.

**17. RIGHTS TO TERMINATE OR AMEND**

- 17.1 The Corporation shall be entitled to terminate or change its obligations under this By-law by repealing or amending the By-law provided that the repeal or amendment of this By-law shall not prejudice the rights of a Claimant in respect of a Proceeding that was commenced prior to the repeal or amendment.

**18. BY-LAW NOT TO BE OF RETROACTIVE EFFECT**

18.1 This By-law only applies to claims for indemnity respecting proceedings which are commenced after the effective date of this By-law. It does not apply to proceedings that were commenced, continued or concluded prior to its coming into effect.

**19. APPEALS**

19.1 Where an individual seeks to appeal a judgment in a covered proceeding, the Corporation shall have the sole and absolute discretion to determine whether an appeal should be pursued, and whether the cost of the appeal will be covered by this By-law. If a Claimant pursues an appeal without representation by the Corporation and is successful in that appeal, the Corporation may, in its sole and absolute discretion, indemnify the Claimant for his or her legal fees or a part thereof.

**20. SHORT TITLE**

20.1 This By-law shall be known as the “Indemnification By-law”.

**21. EFFECTIVE DATE**

21.1 This By-law shall come into force and take effect on the date of its final passing.

Enacted and Passed this 13<sup>th</sup> day of June, 2022.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk

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

(Being a By-Law to approve an agreement with WSP Canada Inc. for the development of a new Official Plan and Comprehensive Zoning By-law)

**WHEREAS** Section 5(3) of the Municipal Act, 2001, S.O, C.25 as amended provides that a municipal power shall be excised by by-law;

**AND WHEREAS** on May 24, 2022, Council approved a report from C. Vangel Chief Building Official/Municipal Planner recommending that the Town of Fort Frances enter into an agreement for the development of a new Official Plan and Comprehensive Zoning By-law with WSP Canada Inc.

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

- 1. THAT the agreement in the form of Schedule “A” attached to and forming part of this by-law with WSP Canada Inc. be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

**ENACTED** and **PASSED** this 13th day of June 2022.

\_\_\_\_\_  
J.Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk



## **CONSULTANT AGREEMENT**

Entered into in Ottawa, Province of Ontario, on the effective date of June-13-2022 (the “**Agreement**”).

**AMONG:** **Town of Fort Frances**, a duly incorporated corporation, having its head office at 320 Portage Avenue, Fort Frances, ON, P9A 3P9, represented by Faisal Anwar, who declares being duly authorized to act herein.

(herein referred to as the “**Client**”)

**AND:**

**WSP Canada Inc.**, a duly incorporated corporation, having its head office at 1600 Rene-Levesque West, 16<sup>th</sup> floor, Montreal, Quebec, H3P 1P9, represented by Gregory Bender, who declares being duly authorized to act herein.

(herein referred to as the “**Consultant**”)

(The Client and the Consultant referred to individually as a “**Party**” or collectively as the “**Parties**”)

### **THE PARTIES MAKE THE FOLLOWING PRELIMINARY STATEMENTS:**

- A.** The Client wishes to develop a New Official Plan and Comprehensive Zoning By-law at Town of Fort Frances, Canada (the “**Project**”).
- B.** The Client desires to retain the Consultant to provide to the Client the professional services described in Schedule B (the “**Services**”).
- C.** The Consultant is a corporation specializing in the field of Land Use Planning and agrees to providing the Services to the Client.

In consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

### **1 DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** In this Agreement, unless the context indicates a different meaning:

- (a) “**Affiliate**” shall have the meaning given to that term in the *Canada Business Corporations Act* or any replacement or supplemental Law in effect from time to time, which meaning shall, mutatis mutandis, apply to partnerships, general partnerships and limited partnerships;
- (b) “**Change**” means any alterations, amendment, additions, reductions or other changes in the Services initially provided for in the Agreement, either by a Change Order or a Change Directive;



- (c) **“Change Directive”** means a written instruction signed by the Client directing the Consultant to proceed with a Change in the Services, prior to the Parties agreeing on an adjustment in the Agreement Price and/or the Time Schedule (if such adjustment is necessary);
- (d) **“Change Order”** means a written amendment to this Agreement signed by both Parties agreeing on a Change in the Services, an adjustment in the Contract Price and/or the Time Schedule;
- (e) **“Contract Price”** means the amount payable to the Consultant set forth in Schedule A. The amount payable shall be fixed and firm, unless otherwise provided in Schedule A. The Contract Price may only be modified in accordance with Section 7 (Changes);
- (f) **“Deliverables”** means all those things that have been or are to be conceived, developed and delivered to the Client in the course of the execution of this Agreement or otherwise in connection with the Project or the Services, including without limitation, all drawings, plans, models, designs, specifications, reports, photographs, computer software, surveys, calculations and other data, including computer print outs, in any material form and support whatsoever, prepared, procured or provided by or on behalf of the Consultant;
- (g) **“Force Majeure”** means an event beyond the control of the Parties, which materially prevents a Party from complying with any of its obligations under this Agreement, and could not reasonably have been foreseen or provided against, including but not limited to an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, riot, commotion, or disorder or acts or threats of terrorism, but does not include general economic or other conditions affecting financial markets generally;
- (h) **“Law”** or **“Laws”** means collectively all valid applicable common law, federal, provincial and municipal and other local laws, orders, rules, regulations and decisions of regulatory bodies, including, occupational health and safety, fire, employment insurance, workers’ compensation, environmental protection legislation, building codes, anti-bribery law or international convention, as may apply now or in the future and any other governmental requirements, work practices and procedures prescribed by law and related to the Project or the Services;
- (i) **“Place of the Work”** means the designated site or location of where the Services are performed;
- (j) **“Reimbursable Expenses”** means those expenses that are identified in Schedule A of this Agreement and which are payable by the Client to the Consultant;
- (k) **“Services Commencement Date”** means the date as set out in Schedule C; and
- (l) **“Time Schedule”** means the time schedule for performing the Services and delivering the Deliverables, as set out in Schedule C.

1.2 **Schedules.** The Schedules referenced in this Agreement shall be deemed to form an integral part hereof.



## 2 INTERPRETATION

- 2.1 **Interpretation.** The interpretation of this Agreement shall be governed by the following rules:
- (a) Headings contained in this Agreement are for convenience and reference only and are not to be considered in the interpretation of, or affect the meaning of any of its provisions;
  - (b) Words importing the singular only also include the plural and vice versa where the context requires; and
  - (c) All dollar figures shall mean Canadian Dollars, unless otherwise specifically referenced.
- 2.2 **Precedence.** If there is a conflict or inconsistency among or between the documents comprising this Agreement, the order of priority of the documents which make up this Agreement, from the highest to the lowest, shall be:
- (a) This Agreement;
  - (b) The Schedules to this Agreement; and
  - (c) If any, the other attachments to this Agreement.

## 3 CONSULTANT OBLIGATIONS

- 3.1 **Execution of Services.** The Consultant shall provide the Services in accordance with this Agreement.
- 3.2 **Schedule and Completion.** The Consultant shall perform the Services and submit the Deliverables as set out in Schedule C.
- Should the Consultant determine that the Time Schedule will not be met for any reason, the Consultant shall so notify the Client without delay and the Parties shall forthwith discuss in good faith to find a mutually acceptable solution.
- 3.3 **Standard of Care.** Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that degree of care, skill and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances.
- 3.4 **Deliverables.** The Consultant shall prepare, issue and submit for review to the Client, all Deliverables within the Time Schedule. If and when applicable, Deliverables shall be stamped by a licensed professional engineer duly authorized and licensed to work in the jurisdiction of the Project. Unless otherwise agreed to by the Parties, all Deliverables and other documents produced hereunder shall be in English.
- 3.5 **Laws and Regulations.** The Consultant shall comply in all respects with the provisions of all Laws applicable to the Services.
- 3.6 **Representation.** The Consultant represents that the Services provided in connection with the Project shall be in conformity with the requirements of this Agreement. If at any time during the performance of the Services or thereafter the Client notifies the Consultant of any non-conforming Services, the Consultant, at its own costs, shall promptly correct such Services. The Client and the Consultant shall agree upon a schedule for the Consultant's re-performance of its Services, which shall allow the Consultant to complete the corrective services within a reasonable period of time.
- 3.7 **Occupational Health and Safety.** The Consultant shall take all necessary precautions for the health and safety of its employees, consultants, agents and other persons under the Consultant's responsibility or control. The Consultant shall comply with all applicable occupational health and safety legislation as well as with all safety precautions and programs of the Client. The Consultant shall coordinate its actions with those of the Client and others, as applicable, but the Consultant



shall remain responsible for independently evaluating the risks specifically related to the Services and take such additional safeguards as appropriate. The Client retains the right to review the Consultant's health and safety plan in order to monitor the Consultant's compliance.

#### 4 CLIENT OBLIGATIONS

- 4.1 **Duty to Answer.** The Client shall forthwith consider any requests made by the Consultant in connection with this Agreement, including, without limitation, as it relates to information, directions or decisions and answer to such request within a reasonable period of time so as to avoid delaying the performance of the Services.
- 4.2 **Duty of Information.** The Client shall make available to the Consultant any and all information and data relating to the Project that is required by the Consultant in connection with the performance of the Services.
- 4.3 **Permits and Other Authorizations.** The Client shall obtain and pay for all permits, licences, authorizations and approvals required by federal, provincial, municipal or other authority and satisfy any other conditions necessary or desirable for the execution of the Services.
- 4.4 **Exclusive Use by Client.** Reports, opinions, findings, recommendations, including expert testimony, or other documents prepared under this Agreement are prepared for the exclusive use of the Client identified as the intended recipient. The Consultant accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions taken based on these documents. The Consultant is not responsible for the use of, or reliance on, these documents by any other party without the written consent of the Consultant.

In the event that the Client wishes to provide a third party with a document prepared under this Agreement, the Consultant may, at its sole discretion, provide a reliance letter on its own terms.

#### 5 PAYMENT

- 5.1 **Invoicing & Payment.** The Consultant shall submit its invoice to the Client, on a monthly basis for Services performed during the immediate preceding month, together with such information and supporting documentation.  
  
The Client shall pay the full amount invoiced to the Consultant within thirty (30) days of receipt thereof. The acceptance by the Consultant of the final payment under this Agreement shall not operate as a release to the Client for all claims and liability to the Consultant, its representatives, subcontractors, suppliers, and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the Services rendered by the Consultant.
- 5.2 **Disputed Invoice.** The Client shall notify the Consultant in writing if any portion of an invoice is disputed within ten (10) days following the receipt of the invoice. The failure to notify the Consultant of the existence of disputed amounts within the aforementioned time period shall be deemed an acceptance of the amounts shown in said invoice.
- 5.3 **Taxes.** The Client is fully responsible for the payment of any and all sales, use, transfer or similar taxes in connection with the Services including, for more certainty, the federal goods and services tax, the harmonized sales tax and the Quebec sales tax, as the case may be.
- 5.4 **Intentionally Deleted.**
- 5.5 **Disbursements.** Disbursements will be billed at cost plus a two percent (2 %) administrative charge.
- 5.6 **Suspension of Services.** If any invoice submitted by the Consultant remains unpaid by the Client for forty-five (45) days or more from the date the invoice was submitted, then the Consultant may give seven (7) days' written notice to the Client that the Consultant will suspend Services. The



Client shall not have any claim whatsoever against the Consultant for any loss, cost, damage, or expense incurred or anticipated to be incurred by the Client as a result of the suspended Services.

## **6 OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS**

- 6.1 **Intellectual Property Rights.** All intellectual property, including any Deliverables, data, information, reports, drawings, calculations, renderings, plans, specifications, memoranda or other documents, test data, financial information, calibration records, survey results, photographs, renderings, sketches, models, written works of authorship, regardless of format and all other items used or developed as a part of the Services (the “**Data**”), including under copyright, patent or industrial design laws (collectively, the “**Intellectual Property**”), developed as part of the Project shall vest to the Client.
- 6.2 **Background Intellectual Property.** Section 6.1 above shall not apply to “Consultant Materials” which comprise any of the following, which were developed by the Consultant, at its own cost and expense in advance of or independent of this Agreement and as proven by the Consultant to be the case in the event of a dispute concerning the same: (i) any and all notes, research, information, data, specifications, designs, programs, documentation, software (including object code and source materials), development tools, products and other materials or things; (ii) any and all knowledge, know-how, techniques, inventions, processes, trade secrets, methodologies, approaches and other intangible intellectual property rights; and (iii) all designs, patent applications, issued patents, industrial design registrations, design patents, trade-mark applications, registered trade-marks and copyright which may relate thereto.

## **7 FORCE MAJEURE**

- 7.1 **Delays Caused by Force Majeure.** A Party shall not be liable for any failure of or delay in the performance of this Agreement by reason of an event of Force Majeure. Where there is an event of Force Majeure, the Party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other Party giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing that Party from, or delaying that Party in performing its obligations under this Agreement and that Party must take all reasonable precautions, due care and reasonable alternative measures to mitigate the effect of the event of Force Majeure upon its performance of the Services.
- 7.2 **Recommencement of Obligations.** Upon completion of the event of Force Majeure the Party affected must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Consultant must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
- 7.3 **Continuing Obligations.** An event of Force Majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 7.4 **Additional Time.** In the event that a Party is unable to perform its obligations due to an event of Force Majeure, the affected Party shall benefit from an additional period equal to the time during which such Party was unable to perform such obligations as a result of Force Majeure.

## **8 CHANGES**

- 8.1 **Change Order.** Upon the Client’s request for a Change, the Consultant shall promptly provide the Client with a written Change Order proposal respecting all aspects of the Change, including the scope of the Change, the amount of the adjustment in the Contract Price and progress payments, if any and the effect on the Time Schedule, if any. If the Parties agree on all aspects of the Change for which a Change Order proposal is made, they shall execute a written Change.





The Change Order is effective when agreed to and signed by the Parties. The Consultant shall carry out such Change Order as well as its obligations under the Agreement and continues to be bound by all the provisions of the Agreement.

The Consultant shall only be entitled to additional compensation and, to the extent provided in a Change Order, extension of time for Services forming part of a Change.

- 8.2 **Change Directive.** If the Client requires the Consultant to proceed with a Change before the Consultant agrees to a Change Order, or if the Parties are unable to agree on a Change Order proposal, the Client may issue a Change Directive. Upon receipt of a Change Directive, the Consultant shall promptly carry out the Change specified in the Change Directive.

If the Consultant believes that a Change Directive will increase or decrease the Contract Price or affect the Time Schedule or the performance of a warranty, covenant or obligation, the Consultant shall, within five (5) days of receipt such Change Directive or before carrying out the Change, whichever is earlier, give written notice of its concerns and anticipated impacts to the Client.

- 8.3 **Change Required by the Consultant.** The Consultant shall not make any Change to the Services unless having obtained prior approval from the Client.

For a Change that results from circumstances that were totally unforeseeable at the time of the signature of the Agreement, the Consultant may submit to the Client a request for adjustments in the Contract Price, Time Schedule or any other condition of the Agreement. Any such request shall (i) be made in writing within fifteen (15) days after the occurrence of the event giving rise to the request for adjustments, and (ii) contain explanation regarding the basis for the adjustment requested and include realistic estimates, an explanation of the methods of calculation and information on the relevant costs and quantities of materials or additional labour.

The Client shall consent in writing to any written request for adjustments submitted by the Consultant by issuing a Change Order. Regardless of the Client's position regarding a request for adjustments, the Consultant must continue to meet its obligations for the duration of the Agreement. For clarity, in the absence of the Client's written consent, the Consultant's request for adjustments in the Contract Price shall be deemed to have been accepted.

- 8.4 **Change without the Client consent.** The Consultant shall not make any Change, regardless of the reason, without first receiving a duly executed Change Order or Change Directive from the Client, failing which the Consultant shall assume the entire risks, costs and expenses related to the Changes.
- 8.5 **Incorporation into the Agreement.** The Changes are incorporated into the Agreement once a Change Order or Change Directive is made in writing and duly signed by the Parties in the case of a Change Order, and in the case of a Change Directive, once signed by the Client and delivered to the Consultant.

## 9 CONSULTANT EVENTS OF DEFAULT

- 9.1 **Consultant Default.** The Consultant shall be in default of its obligations pursuant to this Agreement upon the occurrence of any one or more events of default set forth below (each, a "**Consultant Event of Default**"):
- (a) The Consultant fails to commence the Services on the Services Commencement Date or suspends the progress of the Services or fails to perform the Services or any part thereof within the scheduled dates set out in Schedule C, except where the Consultant as the right to suspend the Services pursuant to this Agreement;
  - (b) The Consultant defaults of any of its obligation under the Agreement and fails to remedy such default to the satisfaction of the Client, acting reasonably, within the time period stated in a written notice from the Client specifying the default, which period shall be reasonable;



- (c) The Consultant proceeds to wind up all or most of all its assets outside the normal course of its business, permanently ceases all or substantially all of its activities, becomes bankrupt or insolvent, or makes an assignment for the benefit of its creditors in general, or is unable to pay its debts as they become due, or if a receiver, liquidator, official or interim receiver is appointed with respect to its property or part of its property, or commits an act of bankruptcy; or
- (d) The Consultant fails to correct the Services rejected by the Client within the time period stated in a written notice to this effect, which period shall be reasonable.

## 10 SUSPENSION OR TERMINATION

- 10.1 **Termination for Default of Consultant.** Upon the occurrence of any Consultant Event of Default, the Client shall notify the Consultant that the default must be corrected. If the Consultant fails to correct the default within thirty (30) calendar days after receipt of such notice or, where the default is not susceptible of being corrected within such time, if the Consultant fails to provide a corrective measures plan acceptable to the Client within thirty (30) calendar days, the Client may terminate this Agreement by written notice to the Consultant. Upon such termination, the Client may, without prejudice to all its other remedies, take possession of the Services, including, whether completed or in progress, all Deliverables in order to have the Services completed by a third party.
- 10.2 **Termination for Default of Client.** Should the Client be in default of its obligations pursuant to this Agreement, the Consultant shall notify the Client that the default must be corrected. If the Client fails to correct the default within fifteen (15) calendar days after receipt of such notice or, where the default is not susceptible of being corrected within such time, the Client fails to provide a corrective measures plan acceptable to the Consultant within fifteen (15) calendar days, the Consultant may terminate this Agreement by written notice to the Client. Upon such termination, the Client shall pay to the Consultant the portion of the Contract Price due to the Consultant for Services effectively completed up to the date of termination and all Reimbursable Expenses (which shall, for more certainty, include all fees payable by the Consultant to third parties in connection with the early termination of their contractual arrangements with the Consultant) incurred by the Consultant up to the said date. For more certainty, the payment by the Client of the sums provided in this Subsection 10.2 shall not operate as a waiver of any further claim that the Consultant may have against the Client for the termination of the Agreement or otherwise.
- 10.3 **Termination for Convenience.** The Client may terminate this agreement at its sole convivence upon providing the Consultant with ten (10) calendar days notice. Upon such termination, the Client may, without prejudice to all its other remedies, take possession of the Services, including, whether completed or in progress, all Deliverables in order to have the Services completed by a third party.

## 11 SURVIVAL OF OBLIGATIONS

- 11.1 **Survival.** The end of this Agreement shall not terminate any provision which, implicitly or explicitly, shall remain in force including, without limiting the generality hereof, Sections 6 (Ownership of Deliverables and Intellectual Property Rights), 12 (Liability and Indemnification), 14 (Non-Solicitation), 15 (Confidentiality), 16 (Dispute Resolution), 17.3 (Governing Law) and 17.4 (Forum).

## 12 LIABILITY AND INDEMNIFICATION

- 12.1 **Indemnification by the Consultant.** The Consultant agrees to indemnify the Client, its principals, employees, directors, officers and agents from and against all claims, actions, losses, expenses, costs or damages which the Client, its principals, employees, directors, officers, or agents may suffer, sustain, or incur arising from any negligent or faulty acts or omissions of the Consultant or anyone for whom the Consultant is responsible.



Notwithstanding anything hereunder to the contrary, the Consultant shall not have any liability whatsoever to the Client for:

- (a) any indirect, consequential, special, incidental, exemplary or punitive damages or similar damages or losses including, without limitation, for any loss of opportunity, revenue, sales or profits, regardless of whether arising from breach of contract, warranty, tort (including negligence), strict liability, statutory liability or otherwise, even if such party is advised of the possibility of such damage or loss or if such loss or damage could have been reasonably foreseen;
- (b) the failure of a contractor, retained by the Client, to perform the work required in the Project, nor shall the Consultant be responsible for job site safety or construction means and methods;
- (c) the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- (d) any cross-contamination resulting from subsurface investigations;
- (e) any advice on any matter given by an independent third party, even if such third party's advice was requested on the recommendation of the Consultant;
- (f) any default affecting goods that were recommended by the Consultant;
- (g) any damage to subsurface structures and utilities which were identified and located by the Client, or by the Client's other consultants or contractors;
- (h) any Project decisions made by the Client, if the decisions were made without the advice of the Consultant, or contrary to or inconsistent with the Consultant's advice;
- (i) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client; or
- (j) claims for damages for bodily injury, including death which is actually or allegedly, in whole or in part, directly or indirectly, caused by, based upon or in any way involving asbestos or any material derived therefrom in whatever form or quantity.

12.2 **Indemnification by the Client.** The Client agrees to defend, indemnify and hold the Consultant, its principals, employees, directors, officers and agents harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Consultant, its principals, employees, directors, officers, or agents may suffer, sustain, or incur arising from:

- (a) claims of third parties in relation to the Project;
- (b) any negligent or faulty acts or omissions of the Client or anyone for whom the Client is responsible; or
- (c) any breach of the Client's obligations under this Agreement.

12.3 **Limit of Liability.** Notwithstanding the foregoing, the Client acknowledges and agrees that the liability of the Consultant, its affiliates and their respective employees, officers, directors, agents, consultants and subcontractors under this Agreement, whether in contract, tort or otherwise, shall in no event exceed the total fees received by the Consultant under this Agreement.

12.4 **Limitation Period.** Notwithstanding any other provision of this Agreement, no claim may be brought against the Consultant in contract or in tort, more than two (2) years after the Services were completed or terminated under this Agreement. The Client waives any and all rights, remedies, and claims that it may have against the Consultant, its principals, employees, directors,



officers, or agents whether at law, under any statute or in equity or otherwise, directly or indirectly, relating to the performance of this Agreement to the extent limited by this Section 12.

### 13 INSURANCE

13.1 **Coverage.** The Consultant shall carry and continuously maintain the following insurance:

- (a) such coverage as required by the applicable Workers' Compensation legislation;
- (b) commercial general liability insurance with a minimum occurrence and aggregate limit of not less than Five Million (\$5,000,000.00) Dollars; and
- (c) professional liability (errors and omissions) insurance in an amount not less than Two Million (\$2,000,000) Dollars per claim and as an annual aggregate, throughout the term of this Agreement and for a period of three (3) years thereafter.

13.2 **Notice of Insurance Claim.** Each Party shall forthwith give to the other Party any and all information relating to events and circumstances that may result in a claim pursuant to any insurance coverage maintained by the Consultant pursuant to this Agreement. The Parties agree to collaborate with each other in a commercially reasonable manner in connection with any such insurance claim.

### 14 NON-SOLICITATION

14.1 Unless otherwise agreed to in writing, the Client, during the term of this Agreement and for an additional six (6) month period, undertakes and binds itself not to, directly or indirectly, alone or through an intermediary, in association with any third party, for its own benefit or on behalf of a third party, for any reason, solicit or assist in the solicitation of an employee of the Consultant who is assigned to the provision of Services for the purpose of offering him/her an employment, a participation or a form of partnership, or to convince an employee of the Consultant involved in the Services to terminate his/her employment relationship, under risk of penalty equal to twelve (12) months of each solicited employee's gross salary. Nothing in this Subsection 14.1 shall apply if the employee is hired in response to a public advertisement or general solicitation disseminated by the Client.

### 15 CONFIDENTIALITY

15.1 **Confidential Information.** The information of one Party (the "**Disclosing Party**") brought to the attention of another Party (the "**Receiving Party**"), whether such information is identified as being confidential or proprietary (the "**Confidential Information**"), must be treated by the Receiving Party in a strictly confidential manner during the term of this Agreement and for an additional twenty-four (24) month period. The Receiving Party agrees to take appropriate action so that its employees, agents, Affiliates, subsidiaries, associated companies, subcontractors and entire staff abide by the confidentiality obligations described herein. The Receiving Party which breaches the provisions of this Section shall be liable towards the Disclosing Party for damages arising out of its default. The confidentiality obligations shall not apply to any information which (i) is generally available to and known by the public (other than as a result of improper disclosure by the Receiving Party, (ii) is available to (or in the possession of) the Receiving Party on a non-confidential basis, provided that the source of such information was not known by the Receiving Party to be bound by a confidentiality obligation to the Disclosing Party, (iii) must be disclosed pursuant to an order or final directive of a court or government agency in authority, or in accordance with the Law.

15.2 **Disclosure.** In such case, the Receiving Party which is required to disclose information shall, as soon as possible after receiving said order or directive, or upon becoming aware of its legal obligation of disclosure, notify the Disclosing Party in writing that it is required to make such disclosure.



- 15.3 **Liability for Breach of Confidentiality Obligation.** Without limitation and in addition to any other rights or remedies each Party may have, each Party acknowledges that it shall be liable to and shall indemnify and hold harmless the other Party and its Affiliates and the Client from any claims brought against or suffered, sustained, paid or incurred by the other Party or its Affiliates resulting from a breach of this Section 15.
- 15.4 **Right to Injunction.** Each Party acknowledges that a breach of any of the undertakings or provisions contained in this Section 15 may cause the other party to suffer irreparable harm. In addition to claiming damages or an indemnity, the affected party shall be entitled to any injunctive relief and specific performance and the other party consents to any such injunctive relief and specific performance. The foregoing rights shall be cumulative and shall be in addition to any other remedies which may be available to the concerned Party.

## 16 DISPUTE RESOLUTION

- 16.1 **Process.** Any dispute or disagreement arising out of or relating to this Agreement or arising from its interpretation or application shall be dealt with in accordance with the dispute resolution mechanism described below and shall be conducted on a confidential basis. In the event of a dispute, a written notice by either Party to the other shall set in motion the formal dispute resolution mechanism. The notice of dispute shall provide all details reasonable available regarding the matter that is subject of the dispute. Upon receipt of a notice of dispute, the Parties agree to resolve the dispute in the following order:
- (a) through amicable negotiations between the representatives each Party;
  - (b) before the courts in the judicial district where the Services are rendered.

## 17 MISCELLANEOUS PROVISIONS

- 17.1 **Good Faith.** The Parties endeavor to use reasonable diligence as well as good faith in their performance of this Agreement.
- 17.2 **R&D Incentives.** Should any portion of the Services and Deliverables performed by Consultant be eligible for the Scientific Research and Experimental Development Tax Incentive Program (as such program is defined by the Canada Revenue Agency) or any other equivalent tax credit or grant program which may be awarded in Canada, Consultant retains the exclusive right to claim such incentive, tax credit or grant.
- 17.3 **Governing Law.** This Agreement shall be interpreted pursuant to, governed by and construed under the Laws of the Province of the Place of the Work and the federal Laws of Canada applicable therein, without regard to the principles of conflict of laws. The Parties agree, subject to Section 16, to accept and submit to the exclusive jurisdiction of the courts of the Province of the Place of the Work, to the exclusion of the courts of any other Province.
- 17.4 **Forum.** The Parties waive any objection based on venue or *forum non conveniens* with respect to any claim or other disputes arising under this Agreement or in any way connected to or related to or incidental to the dealings of the Consultant and the Client in respect of this Agreement or any related transactions, in each case whether now existing or hereafter arising and whether in contract, tort, civil liability, or other legal theories or specific statutes.

**Notice.** Any notice required or which may be given under this Agreement is sufficient if in writing and sent in a way that allows the sending Party to prove that such notice was actually delivered to the address or to the fax number of each receiving Party or to any other address, fax number or email address set out below. Notices and other forms of communication are deemed received from the time of their delivery, if delivered by messenger, on the date of the acknowledgement of receipt, if delivered by mail, on the date received, if sent by fax, on the date stated on the transmission slip, and on the transmittal date in the case of an email sent to a valid email address specified below:





- (a) if to the Client at:  
320 Portage Avenue, Fort Frances, ON, P9A 3P9  
Attention of Faisal Anwar, Chief Administrative Officer  
Telephone: 807-274-5323, ext 1213  
Facsimile: N/A  
Email: fanwar@fortfrances.ca
- (b) if to the Consultant at:  
300-2611 Queensview Drive, Ottawa, ON, K2B 8K2  
Attention of Justyna Garbos, Senior Planner  
Telephone: 613-690-7463  
Facsimile: N/A  
Email: justyna.garbos@wsp.com
- 17.5 **Assignment.** Neither Party shall assign or subcontract any part of this Agreement, including the Services, nor any rights or obligations herein without the prior written consent of the other Party. In the event this Agreement is assigned or subcontracted with the consent of a Party, the assignor shall remain responsible to the non-assigning Party for the proper performance of the assignee's obligations under this Agreement.
- 17.6 **Entire Agreement and Amendments.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement or the other documents mentioned herein. No change, amendment or modification to this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment or modification is made in writing and duly executed by both Parties hereto.
- 17.7 **No Waiver.** Any failure of any Party to enforce any of the provisions of this Agreement or to require compliance with any of its terms at any time during the term of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of such Party thereafter to enforce such provisions or require compliance with such terms.
- 17.8 **Severability.** If any term, covenant or condition of this Agreement, to any extent, is held to be invalid or unenforceable, the remainder of this shall not be affected and each remaining term, covenant or condition of this Agreement shall be separately valid and shall be enforceable to the fullest extent permitted by Law.
- 17.9 **Adverse Rule of Construction Not to Apply.** The words in this Agreement shall bear their natural or defined meaning. The Parties have each had full opportunity of obtaining legal advice and accordingly any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.
- 17.10 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution to any duties, obligations, rights and remedies otherwise available by Law.
- 17.11 **Further Assurances.** Each Party agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.




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Consultant Agreement

- 17.12 **No Joint Venture.** Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the Client and the Consultant. The relationship between the Client and the Consultant is that of an independent contractor and a client, respectively, and under no circumstances shall either Party be deemed agents or representatives of the other Party. Neither Party shall have the right to enter into any contracts or commitments in the name of or on behalf of the other Party in any respect whatsoever. In addition, neither Party shall hold itself out to anyone, or otherwise represent, that it has any such authority vis-a-vis the other Party.
- 17.13 **Language Clause.** This Agreement and all documents and notices relating thereto have been drawn up in English at the express request of the Parties. *Le présent contrat ainsi que tous les documents et avis y afférent ont été rédigés en anglais à la demande des parties.*

**IN WITNESS WHEREOF** the Parties have signed this Agreement at the place and on the date first hereinabove mentioned.

**TOWN OF FORT FRANCES**

**WSP CANADA INC.**

---

Name : Faisal Anwar

Title : Chief Administrative Officer

---

Name : Gregory Bender

Title: Director, Planning Ontario



**SCHEDULE A  
CONTRACT PRICE AND REIMBURSABLE EXPENSES**

**Contract Price:**

\$124,760 excluding HST

The Contract Price payable by the Client to the Consultant in respect of the Services shall be the aggregate of all fees payable to the Consultant (exclusive of the Reimbursable Expenses) for the base services and additional services set forth in Schedule B, which fees shall be as follows:

The fee for the Consultant's base services shall be: Fixed fee based on the hours and hourly rates in Section 5.1 of the proposal dated May 3, 2022.

The fee for the Consultant's additional services shall be: N/A.

**Reimbursable Expenses:**

\$11,675 excluding HST





**SCHEDULE B  
DESCRIPTION OF THE SERVICES**

**Contract No:** N/A

**Base Services:**

The base services shall consist of:

- Prepare and implement a Public and Stakeholder Engagement Strategy
- Review existing Town of Fort Frances Official Plan (Ministerial Approval: December 3, 2012), as amended and create new Town of Fort Frances Official Plan
- Review Town of Fort Frances Zoning By-law 03/14 (Adopted January 27, 2014), as amended and create new Town of Fort Frances Comprehensive Zoning By-law
- Update forms for Official Plan Amendment, Zoning By-law Amendment, Minor Variance, Consent, Plan of Subdivision/Condominium, and Site Plan Control applications

**Additional Services:**

The following Services, which shall be considered to be additional to the Consultant's base Services set forth above, shall be provided by the Consultant to the Client at the written request of the Client:

N/A

**Excluded Services:**

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for the following services:

- Representation at the Local Planning Appeals Tribunal



**SCHEDULE C  
TIME SCHEDULE**

The project will be completed by February 23, 2024.

**Services Commencement Date:** June-13-2022

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

(Being a by law to authorize the execution of an agreement with Hatch Ltd – Bay City Contractor re: RFT 2022-OF-06(A) – 2022 Road Reconstruction Mowat Avenue Hydrant & Valve Replacement).

**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 Tender 2022-OF-06(A) – 2022 Road Reconstruction Mowat Avenue Hydrant & Valve Replacement;

**AND WHEREAS** The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Hatch Ltd – Bay City Contractor

**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, to the agreement with Hatch Ltd – Bay City Contractor in the form of 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 13<sup>th</sup> day of June 2022.

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J. Caul, Mayor

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G. Lecuyer Clerk

Town of Fort Frances  
2021 Road Reconstruction  
Tender No. 21-OF-02

## FORM OF TENDER

Section 00300

Page 7 of 8

1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

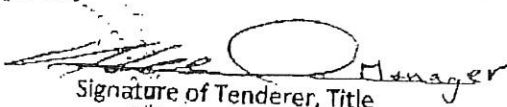
1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.


1.11 DISCLAIMER

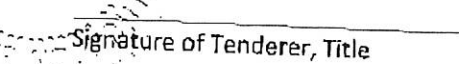
1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

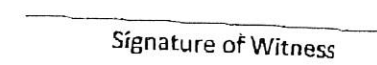
1.12 SIGNING OF TENDERS

Dated at Thunder Bay this  
5<sup>th</sup> day of April, 2022.

  
Signature of Tenderer, Title

  
Signature of Witness

  
Signature of Tenderer, Title

  
Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

"I/We have authority to bind the Corporation."

"If the tender is submitted by an individual or partnership, it is deemed to be given under seal."

Town of Fort Frances  
2021 Road Reconstruction  
Tender No. 21-OF-02

## FORM OF TENDER

Section 00300

Page 8 of 8

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES THIS \_\_\_\_\_

DAY OF \_\_\_\_\_ 2021.

\_\_\_\_\_  
Signature

DAVID MACNEED  
Name and Title

\_\_\_\_\_  
Signature

D. D. D.  
Witness

DAVID MACNEED  
Name and Title  
PRESIDENT

DOUG DYSILVICK ESTIMATOR  
Name and Title

**Gabrielle Lecuyer**

---

**From:** Rick Wiedenhoeft  
**Sent:** Wednesday, May 25, 2022 11:34 AM  
**To:** Gabrielle Lecuyer  
**Subject:** IC and per diem claim

Hey. Gabrielle. Having spoke to the integrity commissioner about the necessity to declare a pecuniary interest for receipt of a per diem for having attended a Council sanctioned event, I have information of which I would like to advise Council. Thanks Rick 😊

Get [Outlook for iOS](#)



Français

## Municipal Conflict of Interest Act

R.S.O. 1990, CHAPTER M.50

**Consolidation Period:** From April 19, 2021 to the e-Laws currency date.

Last amendment: 2021, c. 4, Sched. 11, s. 23.

Legislative History: [ + ]

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<u>14.</u>	Insurance
<u>15.</u>	Conflict with other Acts

### Definitions

**1** In this Act,

“child” means a child born within or outside marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family; (“enfant”)

“controlling interest” means the interest that a person has in a corporation when the person beneficially owns, directly or indirectly, or exercises control or direction over, equity shares of the corporation carrying more than 10 per cent of the voting rights attached to all equity shares of the corporation for the time being outstanding; (“intérêts majoritaires”)

“council” means the council of a municipality; (“conseil”)

“elector” means,

(a) in respect of a municipality, or a local board thereof, other than a school board, a person entitled to vote at a municipal election in the municipality, and

(b) in respect of a school board, a person entitled to vote at the election of members of the school board; (“électeur”)

“interest in common with electors generally” means a pecuniary interest in common with the electors within the area of jurisdiction and, where the matter under consideration affects only part of the area of jurisdiction, means a pecuniary interest in common with the electors within that part; (“intérêt commun à tous les électeurs”)

“judge” means a judge of the Superior Court of Justice; (“juge”)

“local board” means a school board, board of directors of a children’s aid society, committee of adjustment, conservation authority, court of revision, land division committee, municipal service board, public library board, board of management of an improvement area, board of health, police services board, planning board, district social services administration board, trustees of a police village, board of trustees of a police village, board or committee of management of a long-term care home, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act in respect of any of the affairs or purposes, including school purposes, of one or more municipalities or parts thereof, but does not include a committee of management of a community recreation centre appointed by a school board or a local roads board; (“conseil local”)

**Note: On a day to be named by proclamation of the Lieutenant Governor, the definition of “local board” in section 1 of the Act is amended by striking out “police services board” and substituting “police service board”. (See: 2019, c. 1, Sched. 4, s. 35)**

“meeting” includes any regular, special, committee or other meeting of a council or local board, as the case may be; (“réunion”)

“member” means a member of a council or of a local board; (“membre”)

“municipality” includes a board, commission or other local authority exercising any power in respect of municipal affairs or purposes, including school purposes, in territory without municipal organization, but does not include a committee of management of a community recreation centre appointed by a school board, a local roads board or a local services board; (“municipalité”)

“parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family; (“père ou mère”)

“school board” means a board as defined in subsection 1 (1) of the *Education Act*, and, where the context requires, includes an old board within the meaning of subsection 1 (1) of the *Education Act*; (“conseil scolaire”)

“senior officer” means the chair or any vice-chair of the board of directors, the president, any vice-president, the secretary, the treasurer or the general manager of a corporation or any other person who performs functions for the corporation similar to those normally performed by a person occupying any such office; (“dirigeant”)

“spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage. (“conjoint”) R.S.O. 1990, c. M.50, s. 1; 1997, c. 25, Sched. E, s. 7; 1997, c. 31, s. 156 (1); 1999, c. 6, s. 41 (1); 2002, c. 17, Sched. F, Table; 2005, c. 5, s. 45 (1, 2); 2006, c. 19, Sched. C, s. 1 (1); 2006, c. 32, Sched. D, s. 10; 2007, c. 8, s. 219; 2016, c. 23, s. 58; 2021, c. 4, Sched. 11, s. 23 (1-3).

## **Section Amendments with date in force (d/m/y) [ + ]**

### **Principles**



**1.1** The Province of Ontario endorses the following principles in relation to the duties of members of councils and of local boards under this Act:

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.
4. There is a benefit to municipalities and local boards when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise. 2017, c. 10, Sched. 3, s. 1.

#### **Section Amendments with date in force (d/m/y) [ + ]**

##### **Indirect pecuniary interest**

**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.

##### **Interest of certain persons deemed that of member**

**3** For the purposes of this Act, the pecuniary interest, direct or indirect, of a parent or the spouse or any child of the member shall, if known to the member, be deemed to be also the pecuniary interest of the member. R.S.O. 1990, c. M.50, s. 3; 1999, c. 6, s. 41 (2); 2005, c. 5, s. 45 (3); 2021, c. 4, Sched. 11, s. 23 (4).

#### **Section Amendments with date in force (d/m/y) [ + ]**

### **EXCEPTIONS**

##### **Where ss. 5 and 5.2 do not apply**

**4** Sections 5 and 5.2 do not apply to a pecuniary interest in any matter that a member may have,

- (a) as a user of any public utility service supplied to the member by the municipality or local board in like manner and subject to the like conditions as are applicable in the case of persons who are not members;
- (b) by reason of the member being entitled to receive on terms common to other persons any service or commodity or any subsidy, loan or other such benefit offered by the municipality or local board;
- (c) by reason of the member purchasing or owning a debenture of the municipality or local board;
- (d) by reason of the member having made a deposit with the municipality or local board, the whole or part of which is or may be returnable to the member in like manner as such a deposit is or may be returnable to all other electors;
- (e) by reason of having an interest in any property affected by a work under the *Drainage Act* or by a work under a regulation made under Part XII of the *Municipal Act, 2001* or Part IX of the *City of Toronto Act, 2006*, as the case may be, relating to local improvements;
- (f) by reason of having an interest in farm lands that are exempted from taxation for certain expenditures under the *Assessment Act*;
- (g) by reason of the member being eligible for election or appointment to fill a vacancy, office or position in the council or local board when the council or local board is empowered or required by any general or special Act to fill such vacancy, office or position;

- (h) by reason only of the member being a director or senior officer of a corporation incorporated for the purpose of carrying on business for and on behalf of the municipality or local board or by reason only of the member being a member of a board, commission, or other body as an appointee of a council or local board;
- (i) in respect of an allowance for attendance at meetings, or any other allowance, honorarium, remuneration, salary or benefit to which the member may be entitled by reason of being a member or as a member of a volunteer fire brigade, as the case may be;
- (j) by reason of the member having a pecuniary interest which is an interest in common with electors generally; or
- (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. R.S.O. 1990, c. M.50, s. 4; 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 33 (1); 2017, c. 10, Sched. 3, s. 2.

#### Section Amendments with date in force (d/m/y) [ + ]

### DUTY OF MEMBER

#### When present at meeting at which matter considered

**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. R.S.O. 1990, c. M.50, s. 5 (1).

#### Where member to leave closed meeting

(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. R.S.O. 1990, c. M.50, s. 5 (2).

#### Exception, consideration of penalty

(2.1) The following rules apply if the matter under consideration at a meeting or a part of a meeting is to consider whether to suspend the remuneration paid to the member under subsection 223.4 (5) or (6) of the *Municipal Act, 2001* or under subsection 160 (5) or (6) of the *City of Toronto Act, 2006*:

1. Despite clauses (1) (b) and (c), the member may take part in the discussion of the matter, including making submissions to council or the local board, as the case may be, and may attempt to influence the voting on any question in respect of the matter, whether before, during or after the meeting. However, the member is not permitted to vote on any question in respect of the matter.
2. Despite subsection (2), in the case of a meeting that is not open to the public, the member may attend the meeting or part of the meeting during which the matter is under consideration. 2017, c. 10, Sched. 3, s. 3.

#### When absent from meeting at which matter considered

(3) Where the interest of a member has not been disclosed as required by subsection (1) by reason of the member's absence from the meeting referred to therein, the member shall disclose the interest and otherwise comply with subsection (1) at the first meeting of the council or local board, as the case may be, attended by the member after the meeting referred to in subsection (1). R.S.O. 1990, c. M.50, s. 5 (3).

#### Section Amendments with date in force (d/m/y) [ + ]

#### Written statement re disclosure

**5.1** At a meeting at which a member discloses an interest under section 5, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the clerk of the municipality or the secretary of the committee or local board, as the case may be. 2017, c. 10, Sched. 3, s. 4.

**Section Amendments with date in force (d/m/y) [ + ]****Influence**

**5.2** (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 that is being considered by an officer or employee of the municipality or local board, or by a person or body to which the municipality or local board has delegated a power or duty, the member shall not use his or her office in any way to attempt to influence any decision or recommendation that results from consideration of the matter. 2017, c. 10, Sched. 3, s. 4.

**Exception**

(2) However, if a municipality delegates a power to suspend the remuneration paid to a member under subsection 223.4 (5) of the *Municipal Act, 2001* or subsection 160 (5) of the *City of Toronto Act, 2006* to a person or body, and the person or body is considering exercising that power with respect to a member, subsection (1) of this section does not prevent the member from attempting to influence any decision or recommendation of the person or body that results from consideration of the matter. 2017, c. 10, Sched. 3, s. 4.

**Section Amendments with date in force (d/m/y) [ + ]****RECORD OF DISCLOSURE****Disclosure to be recorded in minutes**

**6** (1) Every declaration of interest and the general nature thereof made under section 5 shall, where the meeting is open to the public, be recorded in the minutes of the meeting by the clerk of the municipality or secretary of the committee or local board, as the case may be. R.S.O. 1990, c. M.50, s. 6 (1).

**Idem**

(2) Every declaration of interest made under section 5, but not the general nature of that interest, shall, where the meeting is not open to the public, be recorded in the minutes of the next meeting that is open to the public. R.S.O. 1990, c. M.50, s. 6 (2).

**REGISTRY****Requirement to establish registry**

**6.1** (1) Every municipality and local board shall establish and maintain a registry in which shall be kept,

- (a) a copy of each statement filed under section 5.1; and
- (b) a copy of each declaration recorded under section 6. 2017, c. 10, Sched. 3, s. 5.

**Access to registry**

(2) The registry shall be available for public inspection in the manner and during the time that the municipality or local board, as the case may be, may determine. 2017, c. 10, Sched. 3, s. 5.

**Section Amendments with date in force (d/m/y) [ + ]****REMEDY FOR LACK OF QUORUM****Quorum deemed constituted**

**7** (1) Where the number of members who, by reason of the provisions of this Act, are disabled from participating in a meeting is such that at that meeting the remaining members are not of sufficient number to constitute a quorum, then, despite any other general or special Act, the remaining number of members shall be deemed to constitute a quorum, provided such number is not less than two. R.S.O. 1990, c. M.50, s. 7 (1).

**Application to judge**

(2) Where in the circumstances mentioned in subsection (1), the remaining number of members who are not disabled from participating in the meeting is less than two, the council or local board may apply to a judge without notice for an order authorizing the council or local board, as the case may be, to give consideration to, discuss and vote on the matter out of which the interest arises. R.S.O. 1990, c. M.50, s. 7 (2).

**Power of judge to declare s. 5, 5.1 or 5.2 not to apply**

(3) The judge may, on an application brought under subsection (2), by order, declare that section 5, 5.1 or 5.2 does not apply to the council or local board, as the case may be, in respect of the matter in relation to which the application is brought, and the council or local board thereupon may give consideration to, discuss and vote on the matter in the same manner as though none of the members had any interest therein, subject only to such conditions and directions as the judge may consider appropriate and so order. R.S.O. 1990, c. M.50, s. 7 (3); 2017, c. 10, Sched. 3, s. 6.

**Section Amendments with date in force (d/m/y) [ + ]****ACTION WHERE CONTRAVENTION ALLEGED****Application**

**8** (1) An elector, an Integrity Commissioner of a municipality or a person demonstrably acting in the public interest may apply to a judge for a determination of the question of whether,

- (a) a member has contravened section 5, 5.1 or 5.2; or
- (b) a former member contravened section 5, 5.1 or 5.2 while he or she was a member. 2017, c. 10, Sched. 3, s. 7.

**Six-week period**

(2) An application may only be made within six weeks after the applicant became aware of the alleged contravention. 2017, c. 10, Sched. 3, s. 7.

**Exception**

(3) Despite subsection (2), an application may be made more than six weeks after the applicant became aware of the alleged contravention if all of the following conditions are satisfied:

1. The applicant applied to an Integrity Commissioner for an inquiry under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006* in accordance with those sections.
2. The Integrity Commissioner conducted an inquiry under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006* and the Commissioner,
  - i. has advised the applicant under subsection 223.4.1 (16) of the *Municipal Act, 2001* or under subsection 160.1 (16) of the *City of Toronto Act, 2006* that the Commissioner will not be making an application to a judge,
  - ii. has not completed the inquiry within the time limit set out in subsection 223.4.1 (14) of the *Municipal Act, 2001* or subsection 160.1 (14) of the *City of Toronto Act, 2006*, or
  - iii. has terminated the inquiry under subsection 223.4.1 (12) of the *Municipal Act, 2001* or subsection 160.1 (12) of the *City of Toronto Act, 2006*.
3. The application under this section includes a copy of the applicant's statutory declaration made under subsection 223.4.1 (6) of the *Municipal Act, 2001* or under subsection 160.1 (6) of the *City of Toronto Act, 2006*.
4. The application under this section is made within six weeks after the earlier of the following,
  - i. the day the Commissioner advised the applicant under subsection 223.4.1 (16) of the *Municipal Act, 2001* or under subsection 160.1 (16) of the *City of Toronto Act, 2006* that the Commissioner will not be making an application to a judge,
  - ii. the last day on which the Commissioner is required under subsection 223.4.1 (14) of the *Municipal Act, 2001* or subsection 160.1 (14) of the *City of Toronto Act, 2006* to complete the inquiry referred to in paragraph 2 of this subsection, and

- iii. the day the inquiry was terminated under subsection 223.4.1 (12) of the *Municipal Act, 2001* or subsection 160.1 (12) of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 7.

#### **Same, application by Integrity Commissioner**

(4) Despite subsection (2), an application may be made more than six weeks after the applicant became aware of the alleged contravention if the applicant is an Integrity Commissioner and if the application relates to an inquiry conducted by the Commissioner under section 223.4.1 of the *Municipal Act, 2001* or under section 160.1 of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 7.

#### **No application by Integrity Commissioner during regular election**

(5) No application shall be made by an Integrity Commissioner of a municipality during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that Act. 2017, c. 10, Sched. 3, s. 7.

#### **Limitation**

(6) Despite subsections (2), (3) and (4), no application shall be made after the sixth anniversary of the alleged contravention. 2017, c. 10, Sched. 3, s. 7.

#### **Contents of notice of application**

(7) The notice of application shall state the grounds for finding that the member or former member contravened section 5, 5.1 or 5.2. 2017, c. 10, Sched. 3, s. 7.

#### **Section Amendments with date in force (d/m/y) [ + ]**

##### **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.

##### **Same**

(2) In exercising his or her discretion under subsection (1) the judge may consider, among other matters, whether the member or former member,

- (a) took reasonable measures to prevent the contravention;
- (b) disclosed the pecuniary interest and all relevant facts known to him or her to an Integrity Commissioner in a request for advice from the Commissioner under the *Municipal Act, 2001* or the *City of Toronto Act, 2006* and acted in accordance with the advice, if any, provided to the member by the Commissioner; or
- (c) committed the contravention through inadvertence or by reason of an error in judgment made in good faith. 2017, c. 10, Sched. 3, s. 7.

#### **Section Amendments with date in force (d/m/y) [ + ]**

**10** REPEALED: 2017, c. 10, Sched. 3, s. 7.

**Section Amendments with date in force (d/m/y) [ + ]****Appeal to Divisional Court**

**11** (1) An appeal lies from any order made under section 9 to the Divisional Court in accordance with the rules of court. R.S.O. 1990, c. M.50, s. 11 (1); 2017, c. 10, Sched. 3, s. 8.

**Judgment or new trial**

(2) The Divisional Court may give any judgment that ought to have been pronounced, in which case its decision is final, or the Divisional Court may grant a new trial for the purpose of taking evidence or additional evidence and may remit the case to the trial judge or another judge and, subject to any directions of the Divisional Court, the case shall be proceeded with as if there had been no appeal. R.S.O. 1990, c. M.50, s. 11 (2).

**Appeal from order or new trial**

(3) Where the case is remitted to a judge under subsection (2), an appeal lies from the order of the judge to the Divisional Court in accordance with the provisions of this section. R.S.O. 1990, c. M.50, s. 11 (3).

**Section Amendments with date in force (d/m/y) [ + ]****Proceedings not invalidated but voidable**

**12** (1) A member's failure to comply with section 5, 5.1 or 5.2 does not invalidate any proceedings in respect of a matter referred to in those sections, but those proceedings are voidable in the circumstances described in subsection (2). 2017, c. 10, Sched. 3, s. 9.

**Declaring proceedings void**

(2) Subject to subsection (3), if a member has failed to comply with section 5, 5.1 or 5.2 in respect of a matter referred to in those sections, the municipality or local board, as the case may be, may declare the proceedings to be void before the second anniversary of the date of the passing of the by-law or resolution authorizing the matter. 2017, c. 10, Sched. 3, s. 9.

**Exception**

(3) Subsection (2) does not apply if declaring the proceedings to be void would adversely affect the rights that any person who acted in good faith and without actual notice of the failure to comply with section 5, 5.1 or 5.2 acquired under or by virtue of the proceedings. 2017, c. 10, Sched. 3, s. 9.

**Section Amendments with date in force (d/m/y) [ + ]****Other proceedings prohibited**

**13** (1) A proceeding that relates to a member's or former member's alleged conflict of interest and seeks a remedy described in subsection 9 (1) shall be brought only under this Act. 2017, c. 10, Sched. 3, s. 9.

**Same**

(2) Subsection (1) does not affect the power of a municipality or a local board to reprimand a member or suspend a member's remuneration under subsection 223.4 (5) or (6) of the *Municipal Act, 2001* or under subsection 160 (5) or (6) of the *City of Toronto Act, 2006*. 2017, c. 10, Sched. 3, s. 9.

**Section Amendments with date in force (d/m/y) [ + ]****GENERAL****Insurance**

**14** (1) Despite section 279 of the *Municipal Act, 2001* or section 218 of the *City of Toronto Act, 2006*, as the case may be, the council of every municipality may at any time pass by-laws,

- (a) for contracting for insurance;
- (b) despite the *Insurance Act*, to enable the municipality to act as an insurer; and

(c) for exchanging with other municipalities in Ontario reciprocal contracts of indemnity or inter-insurance in accordance with Part XIII of the *Insurance Act*,

to protect a member of the council or of any local board thereof who has been found not to have contravened section 5, 5.1 or 5.2 against any costs or expenses incurred by the member as a result of a proceeding brought under this Act, and for paying on behalf of or reimbursing the member for any such costs or expenses. R.S.O. 1990, c. M.50, s. 14 (1); 2002, c. 17, Sched. F, Table; 2006, c. 32, Sched. C, s. 33 (2); 2017, c. 10, Sched. 3, s. 10 (1).

**Insurance Act does not apply**

(2) The *Insurance Act* does not apply to a municipality acting as an insurer for the purposes of subsection (1). R.S.O. 1990, c. M.50, s. 14 (2).

**Surplus funds**

(3) Despite section 387 of the *Insurance Act*, any surplus funds and the reserve fund of a municipal reciprocal exchange may be invested only in accordance with subsection 279 (2) of the *Municipal Act, 2001* or subsection 218 (3) of the *City of Toronto Act, 2006*, as the case may be. 2017, c. 10, Sched. 3, s. 10 (2).

**Reserve funds**

(4) The money raised for a reserve fund of a municipal reciprocal exchange may be expended or pledged for, or applied to, a purpose other than that for which the fund was established if two-thirds of the municipalities that are members of the exchange together with two-thirds of the municipalities that previously were members of the exchange and that may be subject to claims arising while they were members of the exchange agree in writing and if section 386 of the *Insurance Act* is complied with. R.S.O. 1990, c. M.50, s. 14 (4); 2009, c. 33, Sched. 21, s. 7.

**Local boards**

(5) A local board has the same powers to provide insurance for or to make payments to or on behalf of its members as are conferred upon the council of a municipality under this section in respect of its members. R.S.O. 1990, c. M.50, s. 14 (5).

**Former members**

(6) A by-law passed under this section may provide that it applies to a person who was a member at the time the circumstances giving rise to the proceeding occurred but who, prior to the judgment in the proceeding, has ceased to be a member. R.S.O. 1990, c. M.50, s. 14 (6).

**Section Amendments with date in force (d/m/y) [ + ]**

**Conflict with other Acts**

**15** In the event of conflict between any provision of this Act and any provision of any general or special Act, the provision of this Act prevails. R.S.O. 1990, c. M.50, s. 15.

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Français

## Gabrielle Lecuyer

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**From:** Town  
**Sent:** Monday, May 30, 2022 3:14 PM  
**To:** Gabrielle Lecuyer  
**Subject:** FW: [External]

Via Town inbox...

Karyn Haney  
 Deputy Clerk

Email: [khaney@fortfrances.ca](mailto:khaney@fortfrances.ca)  
 Telephone: 807-274-5323 x 1212  
 Fax: 807-274-8479

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

[www.fortfrances.ca](http://www.fortfrances.ca)

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-----Original Message-----

From: allan dustak <[adustak@hotmail.com](mailto:adustak@hotmail.com)>  
 Sent: Thursday, May 26, 2022 1:51 PM  
 To: Town <[town@fortfrances.ca](mailto:town@fortfrances.ca)>  
 Subject: [External]

[EXTERNAL]

Dear mayor and council as a residence of fort Frances I rent a slip at the marina for 2 years now at almost 700 dollars this year as we are going thru some severe flooding and it's unknown if and when we will have access to the marina and it's services I think it's only fair we who have paid to have our boats docked at slips we should be reimbursed for all or some of the money we have put up to to use this service and we are unable to Thanks Allan Dustak Sent from my iPhone 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](mailto:support@fortfrances.ca).



**The Corporation of the City of Cambridge**  
**Corporate Services Department**  
**Clerk's Division**  
**The City of Cambridge**  
**50 Dickson Street, P.O. Box 669**  
**Cambridge ON N1R 5W8**  
**Tel: (519) 740-4680 ext. 4585**  
[mantond@cambridge.ca](mailto:mantond@cambridge.ca)

June 1, 2022

**Re: Motion from Councillor Liggett – Ontario Must Build it Right the First Time**

At the Special Council Meeting of May 31, 2022, the Council of the Corporation of the City of Cambridge passed the following Motion:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Cambridge, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target with the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing consulted on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-

step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS energy efficient buildings provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS the City of Cambridge in partnership with area municipalities and utility companies in the Region of Waterloo are actively exploring developing Green Building Standards;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include in the next edition of the Ontario Building Code tiered energy efficiency standards and a timeframe for when higher tiers would become the minimum energy efficiency requirements in the Code, consistent with the draft Tiered National Model Building Code;

THAT Council request the Province of Ontario to adopt a more ambitious tier of the draft Tiered National Model Building Code as a minimum energy efficiency requirement than the tiers currently proposed for the next edition of the Ontario Building Code;

THAT Council request the Province of Ontario provide authority to municipalities to require increased performance in energy efficiency through the implementation of tiered Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the Tiered National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

AND FUTHER THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

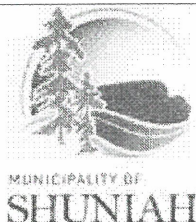
Should you have any questions related to the approved resolution, please contact me.

Yours Truly,



Danielle Manton  
City Clerk

Cc: (via email)  
Hon. Premier Ford  
Ontario Minister of Health, Christine Elliot  
Association of Municipalities of Ontario  
City of Cambridge Council



## COUNCIL RESOLUTION

Resolution No.: 174-22

Date: May 24, 2022

Moved By: MEGHAN CHOMUT

Seconded By: DON SMITH

THAT Council hereby receives the Community Schools Alliance Action Plan and Social and Economic Impact for Small Communities in Ontario Study;

WHEREAS all students should have the opportunity to attend elementary and secondary school in their home community;

THEREFORE, BE IT RESOLVED THAT:

1. The province increase the Rural and Northern Education Fund (RNEF) to \$50 million;
2. Should the current moratorium on accommodation reviews and school closures be lifted, we ask that the moratorium remain in place for schools that qualify for the RNEF until a thorough review of the education funding formula is completed;
3. Before templates required by the 2018 Pupil Accommodation Review Guide (PARG) are developed, there be consultation with school boards and community groups including the Community Schools Alliance.

AND FURTHER THAT a copy of this resolution be forwarded to Ontario municipalities, Community Schools Alliance, local MP's and MPP's and the Premier of Ontario.



**Carried**



**Defeated**



**Amended**

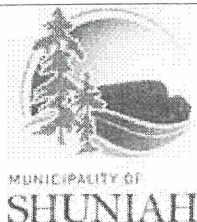


**Deferred**

*Wendy Landry*

Signature

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



## COUNCIL RESOLUTION

Resolution No.: 173-22

Date: May 24, 2022

Moved By: RON GIARDETTI

Seconded By: MEGHAN CHOMUT

THAT Council hereby supports the resolution from the Town of East Hawkesbury for the Funding Support for Infrastructure Projects - Bridge and Culvert Replacements in Rural Municipalities; and

BE IT RESOLVED that a copy of this resolution be forwarded to Ontario municipalities, AMO, Premier of Ontario, Provincial Minister of Finance.

☒ Carried

☐ Defeated

☐ Amended

☐ Deferred

*Wendy Landry*

Signature

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

**Gabrielle Lecuyer**

**From:** AMO Communications <Communicate@amo.on.ca>  
**Sent:** Thursday, May 26, 2022 2:01 PM  
**To:** Gabrielle Lecuyer  
**Subject:** [External] Nominations for 2022 - 2024 AMO Board of Directors

[EXTERNAL]

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May 26, 2022

## Nominations for 2022 - 2024 AMO Board of Directors

Please be advised that nominations to the 2022 – 2024 AMO Board of Directors are due Monday, June 27, 2022 at 12:00 p.m. As a member of the AMO Board of Directors, you will be part of the governance of one of Canada's most influential public policy and advocacy organizations.

The [2022 – 2024 AMO Board of Directors nomination package](#) includes:

- A summary of the qualifications to serve on the Board of Directors;
- A summary of the offices for which elections will be held at the 2022 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form

Please forward a completed Nomination Form to the Association via email [amoelections@amo.on.ca](mailto:amoelections@amo.on.ca) or fax at (416) 971-6191 or mail to the attention of Brian Rosborough, Executive Director. Scans and photographic images of documents are acceptable.

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Brian Rosborough, Executive Director at (416) 971-9856, ext. 362, e-mail



[brosborough@amo.on.ca](mailto:brosborough@amo.on.ca) or Adam Garcia, Manager, Executive Office, ext. 356, email [agarcia@amo.on.ca](mailto:agarcia@amo.on.ca).

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



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The Honourable Doug Ford,  
[premier@ontario.ca](mailto:premier@ontario.ca)

### **Re: Retirement Home Funding**

Please be advised the Council of the Municipality of Chatham-Kent, at its regular meeting passed the following resolution:

“Whereas there are 700 retirement homes in Ontario regulated by the Retirement Homes Regulatory Authority in accordance with the Retirement Homes Act; this includes the Residential Tenancies Act, the Occupational Health and Safety Act, the Ontario Fire Protection Act, the Personal Health Information Protection Act and College of Nurses standards;

And Whereas Retirement Homes are privately owned, renting private accommodation to seniors without access to public funding by the government the same way home care services and long term care homes do;

And Whereas currently 60% of these Ontario Retirement Homes, that are small facilities under 70 beds, are failing financially and/or are facing imminent closure risking loss of supportive, safe and secure environments for 60,000 retirement home residents in Ontario, as per Ontario Retirement Communities Association (ORCA);

And Whereas the cost of living in a retirement home is \$1500 - \$6000 a month which is significantly more expensive versus the cost of homecare services and/or long term care homes, as most assisted living/retirement homes do not provide personal care as a part of the basic fee; instead requiring residents to pay full cost of accommodation and any care services they require;

And Whereas home care services may be provided at no cost to resident “only if” appropriate level(s) of community service provider staffing is available;

And Whereas many Retirement Home residents or individuals in the community, who do not require long term care levels of service, are forced into long term beds due to extinguishing funds and/or lack of adequate financial means to pay for Retirement Home and/or required extra personal care services, inappropriately burdening limited long term care bed or acute hospital bed capacity;

And Whereas many seniors living in Retirement Homes and who experience worsening medical conditions, increased number of falls and overall increased frailty, often do “not” move onto long term care due to lack of long term bed availability and/or family preference, placing significant stress on Retirement Home staffing complements and financial resources;



And Whereas Retirement Homes have not been afforded recent government Nursing and/or PSW staff subsidies as provided to home care service providers and long term care homes;

And Whereas Retirement Homes have not been included in recent reduction of resident activity restrictions.

Therefore Be It Resolved that the Municipality of Chatham-Kent request that the Ontario Government:

1. Enable individuals in the community opportunity to apply for financial assistance from the Ministry of Seniors and Accessibility to help cover accommodation costs and/or required personal care service costs at Retirement Home level, similar to available funding assistance for home care services and long term care homes.
2. Recognize Retirement Homes as an essential community health care partner and implement an equitable service funding program that facilitates/enables Retirement Homes to safely care for residents who require significant personal care assistance while awaiting a long term care bed.
3. Afford equitable Nursing and PSW staffing subsidies retroactively across all divisions of the community health care provision sector, including Retirement Homes.
4. Allow for equitable resident activity levels across all divisions of the community health care provision sector, including Retirement Homes.

And further that this resolution be forwarded to the Premier of Ontario, the Ministry of Seniors and Accessibility and all Ontario municipalities.

If you have any questions or comments, please contact Judy Smith at [ckclerk@chatham-kent.ca](mailto:ckclerk@chatham-kent.ca)

Sincerely,



Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

C

Ministry of Seniors and Accessibility  
Ontario Municipalities



Government  
of Canada

Gouvernement  
du Canada

[Canada.ca](#) [\(Canada.ca\)](#) > [Home](#) > [Orders in Council Division](#)

> Orders In Council - Search

**PC Number:** 2022-0350

**Date:** 2022-04-06

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Whereas subsection 23(1) of the *International Bridges and Tunnels Act* (the “Act”) provides that no person shall, without the approval of the Governor in Council, purchase or otherwise acquire an international bridge or tunnel, or operate an international bridge or tunnel;

Whereas the Fort Frances – International Falls International Bridge is an international bridge that spans the Rainy River between Fort Frances, Ontario, and International Falls, Minnesota;

Whereas Resolute FP Canada Inc. owns and operates the Canadian portion of the Fort Frances – International Falls International Bridge;

And whereas Aazhogan Limited Partnership, pursuant to subsection 24(1) of the Act, submitted an application to the Minister of Transport for approval of a change of owner and operator of the Canadian portion of the Fort Frances – International Falls International Bridge;

Therefore, Her Excellency the Governor General in Council, on the recommendation of the Minister of Transport, pursuant to subsection 25(1) of the *International Bridges and Tunnels Act* approves the change of owner and operator of the Canadian portion of the Fort Frances – International Falls International Bridge from Resolute FP Canada Inc. to Aazhogan Limited Partnership.

Attendu que le paragraphe 23(1) de la *Loi sur les ponts et tunnels internationaux* (la « Loi ») prévoit que nul ne peut, sans l'agrément du gouverneur en conseil, acquérir — notamment par achat — un pont ou tunnel international, ou l'exploiter;

Attendu que le pont international de Fort Frances - International Falls est un pont international qui enjambe la rivière Rainy entre Fort Frances, en Ontario, et International Falls, au Minnesota;

Attendu que PF Résolu Canada inc. est la propriétaire et l'exploitante de la partie canadienne du pont international de Fort Frances - International Falls;

Attendu que la société en commandite Aazhogan a, en vertu du paragraphe 24(1) de la Loi, transmis une demande au ministre des Transports en vue d'obtenir l'agrément d'un changement concernant la propriété et l'exploitation de la partie canadienne du pont international de Fort Frances - International Falls,

À ces causes, sur recommandation du ministre des Transports et en vertu de paragraphe 25(1) de la *Loi sur les ponts et tunnels internationaux*, Son Excellence la Gouverneure générale en conseil agréé le changement concernant la propriété et l'exploitation de la partie canadienne du pont international de Fort Frances - International Falls de PF Résolu Canada inc. à la société en commandite Aazhogan.

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**Date modified:** 2022-05-26



MAYOR JUNE CAUL  
320 PORTAGE AVE.  
FORT FRANCES ON P9A 3P9

Ottawa, June 2022

Dear MAYOR JUNE CAUL and Council,

The economic contributions from rural communities are integral to Canada's success. Rural areas are home to many key industries such as manufacturing, forestry, agriculture, and energy.

Yet, municipalities under 20,000 residents receive less support from the federal government in comparison to their much larger counterparts. Red tape duplications and certain application requirements disproportionately burden small rural communities with very few staff.

This is unfair, unjust, and needs to be addressed urgently. As such, Conservative Shadow Minister for Rural Economic Development and Rural Broadband Strategy, M.P. Shannon Stubbs, Deputy Shadow Ministers M.P. Damien Kurek and M.P. Jacques Gourde, are seeking to convene a townhall with you to address federal funding for rural communities.

Rural Canadians must band together for fairer and more robust funding for communities all over rural Canada.

It is integral to our economy that the federal government works for everyone no matter where they live. The voices of rural Canadians need to be heard. We kindly ask you to express the three most important issues impacting your economic development as a rural community. We will use this feedback to ensure our work for rural Canada is as productive as possible and will determine the agenda for our proposed townhall. This is an opportunity to network, share your priorities, and solutions to the challenges we face.

We value hearing from you and should you wish to attend our forum, please email M.P. Stubbs at [shannon.stubbs@parl.gc.ca](mailto:shannon.stubbs@parl.gc.ca), M.P. Kurek at [damien.kurek@parl.gc.ca](mailto:damien.kurek@parl.gc.ca), or M.P. Gourde at [jacques.gourde@parl.gc.ca](mailto:jacques.gourde@parl.gc.ca).

Thank you for your time.

Shannon Stubbs, M.P.  
Shadow Minister for Rural Economic Development  
and Rural Broadband Strategy  
Lakeland

Damien C. Kurek, M.P.  
Deputy Shadow Minister for Rural Economic  
Development and Rural Broadband Strategy  
Battle River—Crowfoot

Jacques Gourde, M.P.  
Deputy Shadow Minister for Rural Economic  
Development and Rural Broadband Strategy  
Lévis—Lotbinière