



REGULAR COUNCIL MEETING AGENDA

August 8, 2022 5:30 PM

MEETING - Council Chambers , Civic Centre

Session # 098

Microsoft Teams meeting

Join on your computer or mobile app

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Meeting ID: 251 045 884 598

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[+1 807-701-5975,,649181037#](#) Canada, Thunder Bay

Phone Conference ID: 649 181 037#

Page

1. COUNCIL MEETING

(Session No. 098) 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

THAT the following Consent items be approved:

Committee of the Whole Items # 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11 and 5.12

3. Approval of Council Minutes: *

7 - 12

- 3.1 Regular Council Meeting Minutes Session No. 097 July 11, 2022

THAT the meeting minutes of Council Meeting Session No. 097 dated July 11, 2022 having been typed and distributed be approved..

4. Approval of Committee of the Whole Minutes: *

13 - 17

- 4.1 Committee of the Whole meeting minutes Session No. 103 dated July 11, 2022 having been typed and distributed be approved.

THAT the meeting minutes of Committee of the Whole being Session No. 103 dated July 11, 2022 having been typed and distributed be approved.

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

18 - 20 5.1 2022 Moffat Funding Disbursement

THAT approval of this report will endorse the inclusion of the application from 908 Rainy Lake Squadron Royal Canadian Air Cadets **AND FURTHER THAT** Council approve the grant funding allotted for 908 Rainy Lake Squadron Royal Canadian Air Cadets and the revised funding for the Kiwanis Club as recommended by the Moffat Fund Steering Committee for the year 2022.

21 - 26 5.2 Lot 26 Industrial Park - Surplus Declaration for Disposition

Recommendation: THAT Council approval of this report will recommend declaring Lot 26 in the Industrial Park, legally described as LOTS 26 PL48M353 MCIRVINE; TOWN OF FORT FRANCES (PIN 56019-1146), as surplus for the purpose of direct sale and that notice be provided once in the Fort Frances Times.

27 - 31 5.3 Contribution Agreement Amendment – Microgrid Feasibility Study

Recommendation: It is the recommendation of Administration:

THAT Council of the Town of Fort Frances authorize the amendment in the contribution agreement to reflect the change in project completion date;

AND FURTHER THAT the Mayor and Clerk be authorized to sign the amendment document on behalf of the corporation.

6. By-Laws:

6.1 By-Laws 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:

- THAT By law 49-22 to authorize the execution of a Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program Green Stream (ICIP Case #2021-08-1-1625055624)
- THAT By-law 03-22A being a By-law to amend By-law 03-22 to approve an amending (change request form) funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510000 – Sorting Gap Marina Improvements
- THAT By-law 50-22, being a by law to authorize the execution of an agreement with TBT Engineering; re: RFP 2022-OF-12 - Award of design works related to the upgrading of the power feed for the 52 Canadians Arena

- 32 - 88 6.2 Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program Green Stream

THAT By law 49-22 to authorize the execution of a Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program Green Stream (ICIP Case #2021-08-1-1625055624) be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith
- 89 - 93 6.3 NOHFC Funding agreement Change Request Form

THAT By-law 03-22A, being a by law to approve an amending By-law 03-22 (change request form) funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510000 – Sorting Gap Marina Improvements be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith
- 94 - 105 6.4 Award of RFP 2022-OF-12

Being a by law to authorize the execution of an agreement with TBT Engineering; re: RFP 2022-OF-12 - Award of design works related to the upgrading of the power feed for the 52 Canadians Arena
- 106 - 109 6.5 Contribution Agreement Amendment – Microgrid Feasibility Study

be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith

THAT By-law 09-22 A, being a by law to amend By-Law 09-22 to authorize the execution of a contribution agreement between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances re: 851-513365 Fort Frances Community Microgrid Feasibility Study

7. New Items:

- 110 - 136 7.1 Reconciliation Policy (Councillor Judson)

Recommendation: WHEREAS on May 25, 2021, Council adopted resolution number 692, “THAT the report dated May 20, 2021 from E. Slomke, Clerk re: Creation of a Reconciliation Policy / Plan be approved to agree with the

recommendation of the Administration & Finance Executive Committee to establish a Reconciliation Policy / Plan for the Town of Fort Frances as outlined in this report.”;

WHEREAS no reconciliation policy/plan has been brought forward for Council’s consideration;

THEREFORE IT IS RESOLVED THAT Council directs the administration to provide an update on the status of the reconciliation policy/plan at its first regular meeting in September 2022.

137 - 138 7.2 Welcome Centre (Councillor McTaggart)

8. Information Correspondence:

139 8.1 Riverside Foundation Anniversary Gala

140 8.2 Proclamation - 22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day

141 - 142 8.3 CORR 20220630 LETTER OF SUPPORT re Brantford (Former Mohawk Institute Residential School)

143 - 144 8.4 CORR 20220713 LETTER OF SUPPORT - Hastings & Brighton (Amber & Draven Alert)

145 8.5 CORR: Lakers Fort Frances request for ice time 2022

146 - 148 8.6 Grey Highlands support for TBM Motion re Voter's List

149 - 150 8.7 NOMA June 28 2022 Board Meeting Report to Membership

151 8.8 Notice of Passing By-Law 28-2022 re GFL

9. Minutes of Local Boards / Committees:

152 - 154 9.1 Planning and Development Executive Committee Meeting Minutes of Session No. 21 April 18, 2022 and Session No. 22 May 2, 2022

155 - 156 9.2 Community Services Executive Committee Meeting Minutes of Session No. 50 July 4th, 2022.

157 - 160 9.3 Administration and Finance Executive Committee Meeting Minutes of Session 24 May 17, 2022 and Session No. 25 July 5, 2022

161 - 163 9.4 Operations and Facilities Executive Committee Meeting Minutes of Session No. 10 July 6, 2022

164 - 167 9.5 Economic Development Executive Committee Meeting Minutes of Session No. 1 Jan 5, 2022

168 - 169 9.6 Fort Frances Non-Profit Housing Corporation Meeting Minutes of Session No. 1 May 5, 2022

170 - 171 9.7 Police Services Board Meeting Minutes Session No. 12 Jun 24, 2022

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. Approved 2022 Capital Budget - Purchase of Servers {2022-AMOC-1009}

(a) the security of the property of the municipality or local board;

2. Point Park \ RTR Litigation

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or

local board;

3. Point Park\RTR Litigation - Update

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or

local board;

4. CAO Performance Appraisal - Verbal Update

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

10.2 Purchase of Disaster Recovery Servers {2022-AMOC-1009}

10.3 Point Park \ RTR Litigation

10.4 **Point Park\RTR Litigation - Statement of Account**

10.5 CAO Performance Appraisal - Verbal Update

10.6 Closed Meeting Minutes July 11, 2022

11. Public Session Resumes:

11.1 Report out of the Closed Session

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

12.1 Closed Meeting Minutes

THAT the closed meeting minutes of the Council dated July 11, 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.

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

REGRETS: Councillor D. Judson,

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, Jeremy Hughes, Manager of Information Technology (virtual), A. Hansma, Human Resources Manager, T Young, Recreation and Culture Manager and C. Vangel, CBO / Municipal Planner

(Session No. [097]) to immediately follow the Committee of the Whole

- 1.1 Call to Order / Roll Call
Mayor Caul called the Meeting to order at 6:17 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.
There were no disclosures.

2. Consent Agenda:

- ## 2.1 Items Referred from Committee of the Whole

1039 **Recommendation:** THAT the following Consent items be approved:
Committee of the Whole items # ~~5.2~~, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12,
5.13, 5.14, 5.15, 5.16, 5.17, 5.18 and 5.19

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	John McTaggart

- COW Request for Reconsideration Minutes of Settlement for 804 Scott St for 2022 Roll
5.4 #5912-030-002-02500-0000

CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at 804 Scott Street for 2022 as received.

CARRIED

- COW Request for Reconsideration Minutes of Settlement for 1107 Kings Highway for 2022
5.5 Roll #5912-010-006-05600-0000

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- CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at 1107 Kings Highway for 2022 as received.

CARRIED
- COW 2233 - MOS McIrvine Road N
5.6
- CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at McIrvine Road North for 2022 as received.

CARRIED
- COW 2234- PRAN 838 Huffman Court 2022
5.7
- CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property located at 838 Huffman Court as received.

CARRIED
- COW 2235- PRAN Union Gas Distribution Lines
5.8
- CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property known as Union Gas Distribution Lines as received.

CARRIED
- COW 2236- PRAN 427 Mowat Ave
5.9
- CON-1039 **Recommendation:** THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property located at 427 Mowat Avenue as received.

CARRIED
- COW Investing in Canada Infrastructure Program (ICIP) Green Stream - Transfer Payment Agreement
5.10
- CON-1039 **Recommendation:** THAT on the recommendation of Administration
THAT the Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure under the Investing in
Canada Infrastructure Program Green Stream II,
AND FURTHER THAT an authorizing by-law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the Corporation.

CARRIED

Page 3 of 6

COW Transitioning of Blue Box Operations to Circular Materials Ontario

5.11

- CON-1039 **Recommendation:** THAT on the recommendation of Administration
THAT Council of the Town of Fort Frances delegate the authority to commit the town to either maintaining its role as service provider for Blue Box operations or opt out through the transition period of 2023 to 2025 to the Manager of Operations and Facilities based on the most financially beneficial solution and the one that secures the future of depot operations.

CARRIED

COW Award of RFP 2022-OF-12 - 52 Canadians Electrical

5.12

- CON-1039 **Recommendation:** THAT on the recommendation of Administration:
THAT Council of the Town of Fort Frances award RFP 2022-OF-12 to TBT Engineering;
AND FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation.

CARRIED

COW Purchase of Mobile Generator

5.13

- CON - 1039 **Recommendation:** THAT on the recommendation of Administration
THAT Council of the Town of Fort Frances approves the purchase of a Generac portable generator per the received quotations

CARRIED

COW NOHFC Change Request

5.14

- CON-1039 **Recommendation:** THAT on the recommendation of Administration
THAT Council of the Town of Fort Frances authorize the change request form attached to reflect the change in funding model as well as reflect the change in the overall project schedule
AND FURTHER THAT the Mayor and Clerk be authorized to sign the Change Request Form on behalf of the corporation.

CARRIED

COW January 2022 Drinking Water Systems Monthly Summary Report

5.15

- CON-1039 **Recommendation:** Council approval of this report will accept the January 2022 report prior to it being made available to the general public.

CARRIED

COW February 2022 Drinking Water Systems Monthly Summary Report

5.16

- CON-1039 **Recommendation:** Council approval of this report will accept the February 2022 report prior to it being made available to the general public.

CARRIED

COW March 2022 Drinking Water Systems Monthly Summary Report

5.17

- CON-1039 **Recommendation:** Council approval of this report will accept the March 2022 report prior to it being made available to the general public.

CARRIED

COW April 2022 Drinking Water Systems Monthly Summary Report
5.18

CON-1039 **Recommendation:** Council approval of this report will accept the April 2022 report prior to it being made available to the general public.

CARRIED

COW May 2022 Drinking Water Systems Monthly Summary Report
5.19

CON-1039 **Recommendation:** Council approval of this report will accept the May 2022 report prior to it being made available to the general public.

CARRIED

3. Approval of Council Minutes: *

3.1 Regular Council Meeting Minutes Session No. 096 June 27, 2022

1040 **Recommendation:** THAT the meeting minutes of Council Meeting Session No. 096 dated June 27, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Seconder:	Andrew Hallikas

4. Approval of Committee of the Whole Minutes: *

4.1 Committee of the Whole meeting minutes Session No. 102 June 27, 2022

1041 **Recommendation:** THAT the report of Committee of the Whole being Session No. 102 dated June 27, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Wendy Brunetta

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

COW Terms of Reference (Museum Advisory Committee)
5.2

1042 THAT Council of the Town of Fort Frances, in accordance with Section 6 of the Town of Fort Frances by-law 53/16, approve the Museum and Cultural Centre Advisory Committee Terms of Reference, as presented.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Michael Behan

COW Safe Communities Rainy River District Support Request (COW 5.3)
5.3

1043 **Recommendation:** THAT on the recommendation of the Administration & Finance Executive Committee:
THAT the Committee of the Whole of Council grant the Safe Communities Rainy River District a \$0.25 per capita levy for a total grant of \$1,866.50 with the expense taken from the Council Public Relations budget line,

AND FURTHER that the Safe Communities Rainy River District provide Council an update later in the year with the details of the use of the funds.

CARRIED

Result:	CARRIED
Mover:	Andrew Hallikas
Second:	John McTaggart

COW SPC01-2022: Site Plan Control Agreement Amendment - NWCDSB
6.1

- 1044 **Recommendation:** THAT the application for site plan control amendment and the associated documents be approved;
AND THAT the authorizing by-law come forward at a future meeting of Council;
AND FURTHER THAT the Mayor and Clerk be authorized to execute the site plan control agreement amendment documents on behalf of the corporation.

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Second:	Rick Wiedenhoeft

6. By-Laws:

6.1 By-Law to be enacted:

- 1045 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:
- THAT By-Law 48-22 Being a by law to authorize the execution of an agreement with Positano Paving; re: RFT 2022-OF-11– Asphalt Patching
 - THAT By-Law 14-18 A, Being a By-Law to authorize execution of an amendment to the site plan control agreement as a condition of development with The Northwest Catholic District School Board. – The Planning Act, Section 41

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Wendy Brunetta

7. New Items: NONE

8. Information Correspondence:

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

- 8.1 Inspection of Approved Aerial Herbicide Project - Boundary Waters Forest
- 8.2 CORR: NOMA Board Meeting Summary Report for June 28, 2022

9. Minutes of Local Boards / Committees:

The following items were received.

- 9.1 Community Services Executive Committee Session no 49 - 04 April 2022
- 9.2 Session no 24 - May 17, 2022 - Approved as presented
- 9.3 Operations and Facilities Executive Committee Minutes May 18, 2022
- 9.4 Session no 1 - 05 july 2022 -
- 9.5 Business Improvement Area - 10 May 2022

10. In-Camera:

10.1 Council proceeds in-Camera at 6:28 p.m.

1046 THAT Council now meet in-camera in order to address a matter pertaining to:

- RTR and Point Park Litigation
- (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

Result:	CARRIED
Mover:	Andrew Hallikas
Seconder:	Michael Behan

10.2 • RTR and Point Park Litigation
The following staff members were present: F. Anwar CAO, G. Lecuyer, Clerk

10.3 Review closed meeting Minutes Session 096 June 27, 2022
Council received the closed draft meeting minutes without comment to be approved in open session.

11. Public Session Resumes:

11.1 Report out of the Closed Session
Mayor Caul reported out of the Closed Session relating to the RTR and Point Park Litigation and direction was provided to Administration to proceed as discussed.

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

12.1 Closed Meeting Minutes

1047 **Recommendation:** THAT the closed meeting minutes of the Council dated June 27, 2022 having been typed and distributed be approved as amended

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Seconder:	Andrew Hallikas

13. ADJOURNMENT

13.1 The Council Meeting adjourned at 6:50 p.m.

1048 THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Michael Behan

14. * Previously distributed to Council

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

<u>REPORT</u>	<u>TOWN OF FORT FRANCES</u> <u>COMMITTEE OF THE</u> <u>WHOLE</u>	<u>July 11, 2022</u>
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Page 2 of 5
Consent Agenda:

5.

5.1 Approval of Consent Agenda

232 **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, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18 and 5.19

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Second:	Andrew Hallikas

5.2 Terms of Reference (Museum Advisory Committee)
Councillor Brunetta pulled this item from the consent Agenda.

THAT Council of the Town of Fort Frances, in accordance with Section 6 of the Town of Fort Frances by-law 53/16, approve the Museum and Cultural Centre Advisory Committee Terms of Reference, as presented.

5.3 Safe Communities Rainy River District Support Request

Recommendation: THAT on the recommendation of the Administration & Finance Executive Committee:
THAT the Committee of the Whole of Council grant the Safe Communities Rainy River District a \$0.25 per capita levy for a total grant of \$1,866.50 with the expense taken from the Council Public Relations budget line,
AND FURTHER that the Safe Communities Rainy River District provide Council an update later in the year with the details of the use of the funds.

5.4 Request for Reconsideration Minutes of Settlement for 804 Scott St for 2022 Roll #5912-030-002-02500-0000

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at 804 Scott Street for 2022 as received.

5.5 Request for Reconsideration Minutes of Settlement for 1107 Kings Highway for 2022 Roll #5912-010-006-05600-0000

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee
THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at 1107 Kings Highway for 2022 as received.

5.6 2233 - MOS McIrvine Road N

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee

Page 3 of 5

THAT the Committee of the Whole of Council recommend processing the request for reconsideration minutes of settlement for the property located at McIrvine Road North for 2022 as received.

5.7 2234- PRAN 838 Huffman Court 2022

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee

THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property located at 838 Huffman Court as received.

5.8 2235- PRAN Union Gas Distribution Lines

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee

THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property known as Union Gas Distribution Lines as received.

5.9 2236- PRAN 427 Mowat Ave

Recommendation: THAT on the recommendation of the Administration and Finance Executive Committee

THAT the Committee of the Whole of Council recommend that Council approve the adjustment of 2022 taxes from the Amended Property Notice for property located at 427 Mowat Avenue as received.

5.10 Investing in Canada Infrastructure Program (ICIP) Green Stream - Transfer Payment Agreement

Recommendation: THAT on the recommendation of Administration

THAT the Town of Fort Frances enter into a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure under the Investing in

Canada Infrastructure Program Green Stream II,

AND FURTHER THAT an authorizing by-law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the Corporation.

5.11 Transitioning of Blue Box Operations to Circular Materials Ontario

Recommendation: THAT on the recommendation of Administration

THAT Council of the Town of Fort Frances delegate the authority to commit the town to either maintaining its role as service provider for Blue Box operations or opt out through the transition period of 2023 to 2025 to the Manager of Operations and Facilities based on the most financially beneficial solution and the one that secures the future of depot operations.

5.12 Award of RFP 2022-OF-12 - 52 Canadians Electrical

Recommendation: THAT on the recommendation of Administration:

THAT Council of the Town of Fort Frances award RFP 2022-OF-12 to TBT Engineering;

Page 4 of 5

AND FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the corporation.

5.13 Purchase of Mobile Generator

Recommendation: THAT on the recommendation of Administration
THAT Council of the Town of Fort Frances approves the purchase of a Generac portable generator per the received quotations

5.14 NOHFC Change Request

Recommendation: THAT on the recommendation of Administration
THAT Council of the Town of Fort Frances authorize the change request form attached to reflect the change in funding model as well as reflect the change in the overall project schedule
AND FURTHER THAT the Mayor and Clerk be authorized to sign the Change Request Form on behalf of the corporation.

5.15 January 2022 Drinking Water Systems Monthly Summary Report

Recommendation: Council approval of this report will accept the January 2022 report prior to it being made available to the general public.

5.16 February 2022 Drinking Water Systems Monthly Summary Report

Recommendation: Council approval of this report will accept the February 2022 report prior to it being made available to the general public.

5.17 March 2022 Drinking Water Systems Monthly Summary Report

Recommendation: Council approval of this report will accept the March 2022 report prior to it being made available to the general public.

5.18 April 2022 Drinking Water Systems Monthly Summary Report

Recommendation: *Council approval of this report will accept the April 2022 report prior to it being made available to the general public.*

5.19 May 2022 Drinking Water Systems Monthly Summary Report

Recommendation: Council approval of this report will accept the May 2022 report prior to it being made available to the general public.

6. Planning and Development Division:

6.1 SPC01-2022: Site Plan Control Agreement Amendment - NWCD SB

Recommendation: THAT the application for site plan control amendment and the associated documents be approved;

Page 5 of 5

AND THAT the authorizing by-law come forward at a future meeting of Council;
AND FURTHER THAT the Mayor and Clerk be authorized to execute the site plan control agreement amendment documents on behalf of the corporation.

7. **Operations and Facilities Division:**

- 7.1 Verbal Update on Capital Projects
The Manager of Operations and Facilities provided a verbal update on capital projects with respect to: Memorial Sports Centre - Main Foyer Roof, 52 Canadians Arena Roof and 52 Sprinkler System Memorial Kings Highway, Mowat Avenue and the waste water treatment plant.

8. **General: NONE**

9. **Information:**

The following items were received.

- 9.1 Fort Frances Wastewater Treatment Facility April 2022 Monthly Report
- 9.2 Fort Frances Wastewater Treatment Facility May 2022 Monthly Report
- 9.3 Airport Statistics 2022
- 9.4 Sewer and Water Data for 2022
- 9.5 Tonnage at Landfill Site 2022

10. **ADJOURNMENT**

- 10.1 The meeting adjourned at 6:13 p.m.

233 **Recommendation:** THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Seconder:	John McTaggart



DATE: July 26, 2022
 TO: Mayor and Council
 FROM: Karyn Haney, Committee Resource
 SUBJECT: 2022 Moffat Family Fund Grant Allocations

Issue

Disbursement of 2022 Moffat Funding

Facts

- The Town of Fort Frances received a \$97,000.00 charitable grant in 2022 from the Winnipeg Foundation, through a generous contribution from the Moffat Family Fund.

Moffat Family Fund Steering Committee (“the committee”) is comprised of the following members: Mayor June Caul, Councillor Mike Behan, Councillor John McTaggart, Mrs. Linda Hamilton from the Community Chest, and Ms. Shelley Shute, Rainy River District Social Services Administration Board. Serving as resources to this group are Faisal Anwar, CAO and Karyn Haney, Committee Resource.

At the Council meeting of July 11th, 2022, disbursement of 2022 Moffat funding was presented to the 10 successful applicants. On July 17, 2022, it was brought to the attention of Committee Resource, Karyn Haney that one application submitted had not been included in the report presented to Council.

After review, it was determined that the application submitted on behalf of 908 Rainy Lake Squadron Royal Canadian Air Cadets was misfiled and as such was not included with the submission to the Moffat Fund Steering Committee at the meeting of April 8th, 2022, or in the report to Council on April 20, 2022. The 10 applications submitted at that meeting were each deemed eligible for consideration.

On July 18, 2022, Committee Resource, Karyn Haney informed the Moffat Fund Steering Committee of the administrative error, and it was decided by the Committee that the application from 908 Rainy Lake Squadron Royal Canadian Air Cadets be approved. After the allotment of funds were carefully re-considered by the committee, the Committee made the recommended financial support allocations. The following applications are being recommended for financial support in 2022.

RECOMMENDATION

THAT approval of this report will endorse the inclusion of the application from 908 Rainy Lake Squadron Royal Canadian Air Cadets and **FURTHER THAT** Council approve the grant funding allotted for 908 Rainy Lake Squadron Royal Canadian Air Cadets and the revised funding for the Kiwanis Club as recommended by the Moffat Fund Steering Committee for the year 2022.

2022 MOFFAT FAMILY FUND GRANT APPLICATIONS			AMOUNT RECOMMENDED
#	ORGANIZATION	PURPOSE	
1	908 RAINY LAKE SQUADRON ROYAL CANADIAN AIR CADETS	The Squadron Sponsorship Committee (SCC) is seeking funding from the Moffat Family Fund to subsidize the increasing cost of rental of a secure and safe weekly meeting place and the many different fitness, citizenship and aviation activities we offer our cadets. Our goal is to continue to have the Air Cadet program free of charge so all youth ages 12 to 18 can participate regardless of each child's economic, social, physical or intellectual challenges	\$12,000.00
2	KIWANIS CLUB (SUNNY COVE CAMP)	The Camp is in need of major capital improvements to continue providing safe and healthy camping environment to the youth. The improvements include but are not limited to cabin siding replacement, electrical upgrades, bath house repairs, BBQ shed roof and new mattresses. The project will be completed in partnership with the Town of Fort Frances.	\$18,916.50
			\$30,916.50

**Town of Fort Frances
Administrative Report**

TO: Mayor and Council
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: Lot 26 Industrial Park – Surplus Declaration for Disposition
DATE: August 8, 2022

Issue:

To consider passing a resolution to declare Lot 26 in the Industrial Park as surplus for the purpose of disposition by direct sale.

Strategic Impact:

1. Attracting new industry and attracting investment for local business development.

Options/Alternatives:

1. Pass a resolution to declare Lot 26 as surplus with intent for direct sale; or
2. Amend resolution; or
3. Abort passing resolution.

Administrative Recommendation:

Recommend declaring Lot 26 in the Industrial Park, legally described as LOTS 26 PL 48M353 MCIRVINE; TOWN OF FORT FRANCES (PIN 56019-1146), as surplus for the purpose of direct sale, and that notice be provided once in the Fort Frances Times.

History:

The Town of Fort Frances has a number of serviced, unserved, grade and ungraded industrial lots available for sale in the Industrial Park located in the in the North end of Town, as shown in the attached map.

General terms for most of the properties are as follows:

- Price is \$3,500 per acre
- In addition to the \$3,500 price, a development guarantee of \$10,000 per acre or lot, whichever is lesser, will be added to the purchase price
- The purchaser will pay all costs associated with the sale of the property
- All lots are sold "as is"

The general intent of the low-cost sales is to generate development and increase the tax base.

Properties are to be declared surplus prior to entering into agreement of purchase and sale.

Analysis:

An interested private party has approached the Town of Fort Frances with interest to purchase and develop on Lot 26. Council considered this matter during an in-camera session where it was agreed to

proceed with bringing a report to the public agenda to pass a resolution to declare Lot 26 as surplus and to further proceed with entering into an Agreement of Purchase and Sale with the proponent.

Consultation:

- Fort Frances Power Corporation
- Treasury Department

Supporting Document / Financial Documents:

- Industrial Lot Map
- By-law 23/95



PROPERTY DETAILS

PROPERTY	FRONTAGE (metres +/-)	DEPTH (metres +/-)	AREA* (acres)	PRICE /ACRE	
Lot 26	32.49	60.96	0.5	\$3,500.00	
Lots 27-29	32.49	60.96	0.5	\$3,500.00	SOLD
Lots 41-44	94.92	45.45	1.10	\$3,500.00	
Lots 45-46	94.92	45.45	1.10	\$3,500.00	
Fifth Street	810.88	50.87	10.19	\$3,500.00	

Lot sizes are approximate

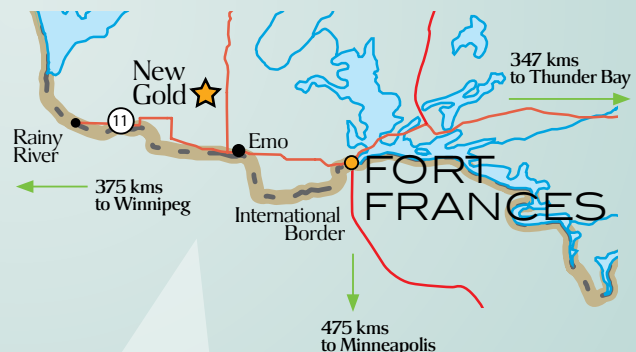
Fully Serviceable
Excavated & backfilled

Fully Serviceable
Not Excavated

Services Pending
Excavated and backfilled

TERMS OF SALE

- Price is \$3,500 per acre
- In addition to the \$3,500 price, a development guarantee of \$10,000 per acre or lot, whichever is lesser, will be added to the purchase price
- The purchaser will pay all costs associated with the sale of the property
- All lots are sold "as is"



TOWN OF FORT FRANCESBY-LAW NO. 23/95

(Being a by-law to establish procedures, including the giving of notice, governing the sale of real property.)

WHEREAS The Municipal Act, as amended, R.S.O. 1990, Chapter M.45, Section 193 provides that every Council with authority to sell or otherwise dispose of real property, shall by by-law, establish procedures governing the sale of real property, including the giving of notice to the public;

AND WHEREAS by definition in the Municipal Act, sale includes a lease of twenty-one (21) years or longer;

AND WHEREAS the Council, by Resolution passed March 13, 1995, approved a recommendation from the Clerk to establish procedures to govern the sale or other disposal of real property owned by the Corporation;

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

DECLARATION THAT LAND IS SURPLUS

1. Prior to offering any real property for sale or entering into a lease for twenty-one (21) years or more, the Council shall by By-law or Resolution passed at a meeting open to the public declare the real property to be surplus to its municipal needs and requirements.

NOTICE

2. (1) The Council shall in the By-law or Resolution declaring the real property to be surplus, direct that notice be given to the public and such other persons, authorities or bodies corporate as it deems necessary and proper in the circumstances and such By-law or Resolution shall establish the method or methods of notice to be used in each case.
- (2) The methods of notice may include:
 - (a) advertisement one or more times in a daily or weekly newspaper or newspapers;
 - (b) advertisement in the Ontario Gazette;
 - (c) listing of the real property on the Council Agenda as property which has been declared surplus and which is to be disposed of;
 - (d) any other means of communication which in the opinion of Council, acting reasonably and in good faith, is deemed appropriate in the circumstances in order to give notice to the public.
- (3) The By-law or Resolution may direct that a combination of the above methods be used.
- (4) In addition to the above provisions for notice intended to reach the general public, Council may, if it deems it to be appropriate, in the By-law or Resolution direct that the notice be communicated directly, by ordinary mail, or such other means as may be set out in the By-law or Resolution, to any of the following:
 - (a) the Government of Canada or any of its ministries or agencies;

- (b) the Government of Ontario or any of its ministries or agencies;
- (c) the Fort Frances-Rainy River Divisional Board of Education;
- (d) the Fort Frances-Rainy River Roman Catholic Separate School Board;
- (e) the Fort Frances Public Utilities Commission;
- (f) the adjacent landowners as determined from a search of the records at the appropriate land registry or land titles office;
- (g) such other persons, authorities and bodies corporate as Council shall deem appropriate in the circumstances.

METHODS OF SALE

3. (1) The real property shall be disposed of or offers to purchase or lease solicited by any appropriate method as determined by Council, which may include:
 - (a) public auction
 - (b) public tender
 - (c) direct sale by the Town
 - (d) land exchange
 - (e) call for proposals
 - (f) listing of the real property with a real estate broker.
- (2) In the event that the sale is to be by public auction or public tender then this shall be set out in the By-law or Resolution declaring the property surplus or in a subsequent By-law or Resolution, and the By-law or Resolution shall set out the terms and conditions of sale and may set out the reserve amount, if applicable, all as determined by Council.

APPRAISAL

4. Except for sales or leases for twenty-one (21) years or longer of properties of prescribed classes, or to those public bodies or classes thereof for which an appraisal is not required by reason of the regulations made pursuant to the Municipal Act as they may be amended from time to time, prior to the sale of any real property or entering into a lease thereof for twenty-one (21) years or more, the Council shall:
 - (a) Obtain an appraisal of the fair market value of the property. For the purposes of this section, an appraisal shall include either or both of:
 - (i) An estimate of value prepared by a licensed realtor or property appraiser;
 - (ii) An estimate of value prepared by employees of the Corporation based on raw land costs, development, overhead, and carrying costs, and may include an allowance for profit.

TERMS OF DISPOSITION

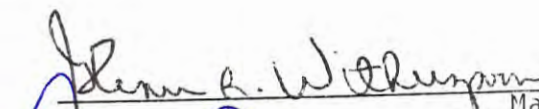
5. Notwithstanding that the public notice of the intended disposition or lease for a period of twenty-one (21) years or more has been given and that one or more interested parties may present to Council an Offer to Purchase or an Offer to Lease the real property, nothing shall restrict the absolute discretion of Council to retain the land or to dispose of the land on such terms and conditions as may be fixed by Council, which shall include the power to sell or lease the real property for nominal consideration and to whomever it wishes, regardless of whether the disposition is to the party which apparently has presented the best offer.

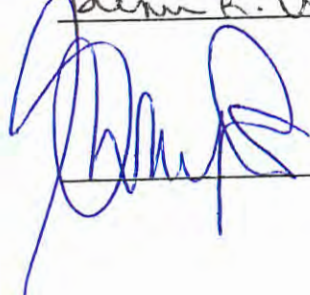
PUBLIC REGISTER

6. A public register which shall be available for inspection during regular office hours shall be maintained and kept current, listing and describing the real property owned and leased by the Corporation of the Town of Fort Frances, save and except for those classes of real property which may be exempt from listing in the public register by The Municipal Act or the regulations made pursuant thereto, as the same may be amended from time to time.

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

READ THREE TIMES and finally passed in open Council this 13th day of March, 1995.


 _____ Mayor


 _____ Clerk

ADMINISTRATIVE REPORT

Subject: [Contribution Agreement Amendment – Microgrid Feasibility Study]
Date: 2022-08-08
To: Committee of the Whole
From: Faisal Anwar, [CAO]
File Number: [STATUS]



ISSUE

- (1) Consider authorizing the amendment in contribution agreement with the Federal Economic Development Agency for Northern Ontario (FedNor) for Fort Frances Community Microgrid Feasibility Study.

ADMINISTRATIVE RECOMMENDATION

It is the recommendation of Administration:

THAT Council of the Town of Fort Frances authorize the amendment in the contribution agreement to reflect the change in project completion date; and

FURTHER THAT the Mayor and Clerk be authorized to sign the amendment document on behalf of the corporation.

STRATEGIC IMPACT

- *Objective 1 - Attracting new industry and attracting investment for local business development; and*
- *Objective 25 - Preserve Power Agreement, and support Fort Frances Power Corporation.*

OPTIONS & ALTERNATIVES

- (1) Authorize the amendment
- (2) Deny the amendment
- (3) Provide another direction

HISTORY

In March of 2020 a special FFPC shareholder meeting was called to obtain support for microgrid feasibility study partnership. On behalf of FFPC, the Corporation of Town of Fort Frances submitted Fort Frances Community Microgrid Feasibility Study Phase 1 grant application to FedNor on September 23, 2020, followed by Phase 2 submission on January 22, 2021.

[CONTRIBUTION AGREEMENT AMENDMENT – MICROGRID FEASIBILITY STUDY]

In December of 2021, the Town has been successful in receiving funding from FedNor to complete the feasibility study and entered into the contribution agreement.

ANALYSIS

The microgrid study was planned to be started in June of 2021 with the completion in September of 2022. As a result of delays to the pandemic, the Town had requested FedNor for extension on the project completion date. FedNor is prepared to amend the contribution agreement while extending the completion date to March 31, 2024.

CONSULTATION

- President & CEO, Fort Frances Power Corporation

SUPPORTING DOCUMENTS

- (1) Amendment – Contribution Agreement





Government
of Canada

Gouvernement
du Canada

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

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

August 4, 2022

Project Number: 851-513365

Mr. Faisal Anwar
Chief Administrative Officer
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A3P9

Dear Mr. Anwar:

**Re: Microgrid Feasibility Study
Amendment Number: 1**

As a result of delays to the pandemic and in response to your request dated July 29, 2022, FedNor is prepared to amend our Contribution agreement of December 10, 2021 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2021 (the "Commencement Date") and is completed on or before September 30, 2022 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2021 (the "Commencement Date") and is completed on or before March 31, 2024 (the "Completion Date").

- 2 -

Delete: The Project - Statement of Work

iii) Dates:

- a) Commencement Date - June 1, 2021
- b) Completion Date - September 30, 2022.

Substitute: The Project - Statement of Work

iii) Dates:

- a) Commencement Date - June 1, 2021
- b) Completion Date - March 31, 2024.

- 3 -

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

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

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

Yours sincerely,

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

The Corporation of the Town of Fort Frances

Project Number: 851-513365

Amendment Number: 1

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

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. XX- 22

(Being a by law to authorize the execution of a Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program Green Stream (ICIP Case #2021-08-1-1625055624)

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

AND WHEREAS on July 11, 2022 Council received a report from the Manager of Operations and Facilities to enter into a Transfer Payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Investing in Canada Infrastructure Program Green Stream (ICIP Case #2021-08-1-1625055624 for the reconstruction of Sinclair Street

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a Transfer Payment Agreement with Minister of Infrastructure

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

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

Enacted and passed this 8th day of August 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
GREEN STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Green Stream Project (the “**Agreement**”) is effective as of the Effective Date.

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Town of Fort Frances

(**CRA#106984586**)

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“**Canada**”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

Also, under the Bilateral Agreement, Ontario agrees to identify projects and be responsible for

the transfer of ICIP and provincial funds to eligible recipients pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a green stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Specific Information
- Schedule "C" - Project Description, Financial Information, Timelines and Project Standards
- Schedule "D" - Reports
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
- Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the Bilateral Agreement and the Agreement, the Bilateral Agreement will prevail to the extent of the conflict or inconsistency;
- (b) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (c) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (d) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 Electronic Execution and Delivery of Agreement. The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (ii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or
- (iii) any other means with the other Party’s prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.
- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and in a manner that is consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of the Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
 - (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and
 - (h) the Recipient has read and understood the Bilateral Agreement.

- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient may be bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as “**Rights**”) undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

Corporation of the Town of Fort Frances

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) “shall” and “will” are used interchangeably in the Agreement and denote the same affirmative and imperative obligation on the applicable Party.
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

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

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

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

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), the *Impact Assessment Act* (Canada), and the *Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

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

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

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

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

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

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

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

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or “Substantially Completed” means that the Project can be used for the purpose for which it was intended and, in any event, no later than

October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Transfer Payment Ontario” means the Province’s enterprise system for managing time-limited and ongoing transfer payment activities.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet the following environmental quality outcome:

Environmental Quality Outcomes:
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
- (ii) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

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

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:

- (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
- (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

- A.4.5 **Interest.** If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
 - (b) demand from the Recipient the payment of an amount equal to the Interest Earned.
- A.4.6 **Maximum Funds and Recovery of Excesses.** The Recipient acknowledges that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
 - (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
 - (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.
- A.4.7 **Disclosure of Other Financial Assistance.** The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.
- A.4.8 **Rebates, Credits, and Refunds.** The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A.4.9 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:
- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
 - (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
 - (c) subsequent operation, maintenance, repair, rehabilitation, construction,

demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and

(d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

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

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content

requirements the Province may specify from time to time; and

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

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

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;

- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

A.7.8 Auditor General (Ontario and Canada). The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.9 Sharing of Audit Findings and Reports. The Recipient acknowledges that Canada and the Province may:

- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
- (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.

A.7.10 Evaluation. The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).

A.7.11 Calculations. The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.12 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

A.9.1 Province and Canada Limitation of Liability. In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any

Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

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

- A.10.2 Proof of Insurance.** At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and

- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for

the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

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

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A.12.4 Recipient Not Remedying. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

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

the Province may extend the Remedial Period or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

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

A.14.2 Debt Due. If, pursuant to the Agreement:

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

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

- A.14.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.14.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.14.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

- A.15.1 **Notice in Writing and Addressed.** Notice will be:

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

- A.15.2 **Notice Given.** Notice will be deemed to have been given:

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

- A.15.3 **Postal Disruption.** Despite paragraph A.15.2(a), in the event of a postal disruption:

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

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

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

A.17.0 SEVERABILITY OF PROVISIONS

A.17.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

A.18.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.18.2 **Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

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

A.18.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

A.19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.19.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

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

A.21.0 GOVERNING LAW

A.21.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 **Agreement into Effect.** The Recipient will:

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

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

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

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs,

and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient's Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1 (for a period extending 90 Business Days beyond the Term), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

- A.28.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule “I” (Aboriginal Consultation Protocol).
- A.28.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:
- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
 - (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.
- A.28.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

- A.29.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).
- A.29.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties

will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

- A.30.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.30.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

- A.31.1 **Special Conditions.** The Province’s funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with, to the Province’s satisfaction:
 - (i) any and all compliance attestations the Transfer Payment Ontario System if directed by the Province;
 - (ii) evidence that the Recipient is in compliance with all provincial and federal tax laws, if directed by the Province;

- (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
 - (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Corporation of the Town of Fort Frances 320 Portage Avenue, Fort Frances, Ontario P9A3P9</p> <p>Attention: Manager of Operations and Facilities</p> <p>Email: trob@fortfrances.ca</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

This project is for the replacement of watermain on Sinclair Street in the Town of Fort Frances. The work includes the replacement of approximately 236 metres of watermain and the reinstatement of affected concrete curb, gutter and road surface.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$1,251,986.54, rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$417,287.11, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$500,794.62, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal Approval Date means March 02, 2022.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by

Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.

- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
- (ii.) emergency services infrastructure; or
- (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) and be visible for the duration of the Project. The Province will provide Notice to the Recipient specifying the timelines for signage installation and removal and the Recipient will comply with such timelines specified in the Notice.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of

repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 Definition. For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 Procedures. The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 Diligent and Timely Manner. The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 Timing, Reports and Documents. The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

J.4.1 Payment by the Province. Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.

J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:

- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
- (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
- (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
- (d) compliance with all applicable audit requirements under the Agreement; and
- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 Timing. The Recipient will submit all requests for payment on or before December 31, 2026.

J.5.2 No Obligation for Payment. Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after

- (i.) December 31, 2026; or
- (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair; and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. 03 / 22 - A

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

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

AND WHEREAS on January 10, 2022 Council enacted By-Law 03/22 to approve a funding agreement with NOHFC

AND WHEREAS on July 11, 2022 Council received a report from the Operations and Facilities Manager, to amend the Agreement with (NOHFC) for the Sorting Gap Marina Improvements

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

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

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

Enacted and passed this 8th day of August 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

SCHEDULE "F"**CHANGE REQUEST FORM****Please complete all appropriate sections (to be completed by Recipient)****1. ☒ Amendment to NOHFC Claim Schedule***(For a requested amendment of \$100,000.00 or more in any Quarter)*

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

Funding Year 1 (ending Mar 31/2021)					
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous	189501.50	71.22	66.50		189,639.22
New				132,198.00	132198.00

Funding Year 2 (ending Mar 31/2022)					
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous	189,255.81	110,000.00	46,515.67		345,771.78
New		260,738.81	110,000.00	103,907.19	474,646.00

Reasons for requested amendment to NOHFC Claim Schedule: Due to flooding in the Rainy River District we are unable to complete project by October 31, 2022 and requesting extension to December 31, 2023. Due to increase prices of the docks. We need to change the total amount of project costs and revise the funding table as Fednor has approved additional funding of \$71,433 to cover the increase in dock prices.

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

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

Project milestones		Timing			
		Start (month/ year)		End (month/ year)	
Previous	New	Previous	New	Previous	New
Construction/Renovation		Jan/21		Jun/22	Sept/22
Electrical Upgrades		May/22		Oct 22	Aug 23
Lighting upgrades		May 22		Oct 22	Oct 23
Site Drainage Upgrades		May 22		Nov 22	Oct 23
Equipment Upgrades		May 22		Oct 22	June 23

Program: Community Enhancement Program (Rural Enhancement Stream)

Project Number: 7510000

Recipient Name: Corporation of the Town of Fort Frances

SCHEDULE "F" (CONT'D)**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan: Due to flooding in the Rainy River District we are unable to complete project by October 31, 2022 and requesting extension to December 31, 2023. Due to increase prices of the docks. We need to change the total amount of project costs and revise the funding table as Fednor has approved additional funding of \$71,433 to cover the increase in dock prices.

3. ☒ Amendment to Project completion date

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

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

Current Project completion date: October 31, 2022

Requested Project completion date: December 31, 2023

Reasons for requested amendment to the Project completion date: Due to flooding in the Rainy River District we are unable to complete project by October 31, 2022 and requesting extension to March 31, 2023. Due to increase prices of the docks. We need to change the total amount of project costs and revise the funding table as Fednor has approved additional funding of \$71,433 to cover the increase in dock prices.

4. ☐ Transfer of costs between Project Cost Categories

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

Project Cost Category	Total Project Costs	
	PREV.	NEW
TOTAL		

Reasons for requested transfer of amounts between Project cost categories

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

Program: Community Enhancement Program (Rural Enhancement Stream)

Project Number: 7510000

Recipient Name: Corporation of the Town of Fort Frances

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

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

PROJECT COSTS

Project Cost Category	Eligible Project Costs	Ineligible Project Costs	Total Project Costs
Construction / Renovation	\$383,411 \$454,844	\$42,079	\$425,490 \$496,923
Equipment Upgrades (Cameras)	\$35,000	\$	\$35,000
Site Drainage Upgrades	\$7,000	\$	\$7,000
Electrical Upgrades	\$60,000	\$	\$60,000
Lighting Upgrades	\$50,000	\$	\$50,000
Salaries and benefits		\$20,119	\$20,119
TOTAL	\$535,411 \$606,844	\$62,198	\$597,609 \$669,042

PROJECT FUNDING

Funding Source	Funding Type	Funding Status	Eligible Project Costs	Ineligible Project Costs	Funding Amount
NOHFC	Conditional Contribution	(Pending)	\$376,995	\$0.	\$376,995
Applicant	Cash	(Confirmed)	\$53,541	\$42,079	\$95,620
Fednor	Conditional Contribution	(Pending)	\$104,875 \$176,308	\$20,119	\$124,994 \$196,427
TOTAL			\$535,411 \$606,844	\$62,198.00	\$597,609 \$669,042
NOHFC % of Total Eligible Project Costs			70.41% 62.12%		

Due to flooding in the Rainy River District we are unable to complete project by October 31, 2022 and requesting extension to December 31, 2023. Due to increase prices of the docks. We need to change the total amount of project costs and revise the funding table as Fednor has approved additional funding of \$71,433 to cover the increase in dock prices.

6. Acknowledgement

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

Corporation of the Town of Fort Frances

Program: Community Enhancement Program (Rural Enhancement Stream)

Project Number: 7510000

Recipient Name: Corporation of the Town of Fort Frances

Date: _____

Print Name:

Position:

I/We have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: _____

Name:

Position:

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW 50-22

(Being a by law to authorize the execution of an agreement with TBT Engineering; re: RFP 2022-OF-12 - Award of design works related to the upgrading of the power feed for the 52 Canadians Arena).

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 July 11, 2022 Council received a report from the Manager of Operations and Facilities to award the Request For Proposal 2022-OF-12– Award of design works related to the upgrading of the power feed for the 52 Canadians Arena

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

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

1. **THAT** the Mayor and the Clerk be authorized on behalf of the Town, to execute, and to affix the Corporate Seal of the Town, to the agreement with TBT Engineering –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 8th day of August 2022.

J. Caul, Mayor

G. Lecuyer Clerk



CLIENT AGREEMENT

THIS AGREEMENT is entered into between _____ defined by the Signed Project Authorization" hereinafter referred to as "CLIENT", and TBT Engineering Limited (TBT Engineering), hereinafter referred to as "CONSULTANT".

WHEREAS, CLIENT desires CONSULTANT to perform certain technical services on behalf of CLIENT and CONSULTANT desires to perform the same for the compensation and in accordance with the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be adhered to as part of the Project Authorization

THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

CONSULTANT shall perform the work outlined in CONSULTANT's proposal or the SCOPE OF SERVICES – agreed to in the Signed Project Authorization or by way of a Signed Client Purchase Order. The proposal is agreed to by CLIENT and incorporated herein by reference. All Services, regardless of commencement date, will be covered by this Agreement. Unless modified in writing and agreed to by both the parties, the duties of CONSULTANT shall not be construed to exceed those Services specifically set forth in the proposal.

2. INVOICES AND PAYMENT TERMS

CONSULTANT's charges for services rendered will be made in accordance with CONSULTANT's current schedule of fees plus all applicable taxes, in effect at the time the work is performed or as defined by the scope of work. CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten days of receipt of invoice of any dispute with the invoice. CLIENT and CONSULTANT will promptly resolve any disputed items. Payment of undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due 30 days from the date of the invoice without hold back. CLIENT agrees to pay a finance charge of 2% per annum, on past due accounts. CLIENT agrees to pay legal costs and fees, and all other collection costs incurred by CONSULTANT in pursuit of past due payments.

3. NOTICES

All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing by hand, email, sent by facsimile machine or deposited in the mail or with an express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addresses set forth below, with postage therein fully prepaid.

CLIENT:

CONSULTANT: TBT Engineering Limited

1918 Yonge Street,
Thunder Bay, ON
P7E 6T9

4. TERMINATION

If payment remains past due sixty days from the date of the invoice, then CONSULTANT shall have the right to suspend all work under or terminate this agreement, without prejudice.

This Agreement may be terminated for cause by either party upon 30 day's written notice.

This Agreement may be terminated by either party in the event of substantial failure by the other party to perform in accordance with terms thereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice.

If this agreement is terminated, CLIENT shall forthwith pay to CONSULTANT fees for all services performed, up to the time of termination, including all expenses and other charges payable that are associated with obligations incurred by CONSULTANT for this project and all reasonable demobilization and other suspension costs.

5. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that current level of care and skill ordinarily exercised by other members of the engineering and science professions practising under similar conditions subject to the time limits and financial and physical constraints applicable to the Services. No warranty, express or implied is made.

The CONSULTANT's field investigation, laboratory testing, and engineering recommendations do not address or evaluate pollution of soil or pollution of groundwater unless environmental evaluation of soil and groundwater are specifically identified in the scope of services.

6. DATA AND INFORMATION

CLIENT shall provide to CONSULTANT all the reports, data, studies, plans, specifications, documents and other information which are relevant to the Services. CONSULTANT shall be entitled to rely upon the reports, data, studies, plans, specifications, documents and other information provided by CLIENT or others in performing the Services and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in reports, data, studies, plans, specifications, documents or other information provided to CONSULTANT by

CLIENT.

CONSULTANT shall be responsible only for the accuracy of the data, interpretations and recommendations it generates or makes.

CONSULTANT will not be responsible for any interpretations and recommendations generated or made by others, which are based, in whole or in part, on CONSULTANT's data, interpretations or recommendations.

7. PROFESSIONAL WORK PRODUCT

CLIENT understands that the professional work product is for one time use only and not intended or represented by CONSULTANT to be suitable for reuse on any extension of a specific project or on any other project, without CONSULTANT's prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse or negligent use of the professional work product.

All documents, and all electronic media prepared by CONSULTANT are instruments of service for the execution of the work. CONSULTANT retains all property and copyright to these instruments

8. LIMITATION OF LIABILITY

CLIENT shall promptly notify CONSULTANT of any defects or suspected defects arising directly or indirectly from CONSULTANT's negligent acts, errors or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such defects.

CLIENT and CONSULTANT agree that all claims and legal actions arising directly or indirectly from this Terms of Engagement for the Services of the CONSULTANT shall be filed no later than two years from the date of CONSULTANT's substantial completion of the services.

CLIENT agrees that CONSULTANT shall not be responsible for a contractor's failure to perform work in accordance with the relevant contract documents.

CLIENT's failure to accept the professional recommendations and advice of CONSULTANT with respect to the project shall relieve CONSULTANT from any and all liability, whether in contract or in tort to CLIENT for all manner of loss and damage.

CLIENT agrees to limit the liability of CONSULTANT, its employees, officers, directors, agents, consultants and subcontractors to CLIENT, its employees, officers, directors, agents, consultants, subcontractors and successors, whether in contract or tort, which arises directly or indirectly from CONSULTANT's acts, errors or omissions, such that the total aggregate liability of CONSULTANT to all those named shall not exceed the agreed amount or CONSULTANT's total fee for the Services rendered under this Agreement, whichever is greater.

All representations and obligations including without limitation the obligation of CLIENT to indemnify CONSULTANT shall survive indefinitely the termination of the Agreement.

Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, or other special, indirect, consequential or punitive damages.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be at consent of the other.

9. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, the schedule, and/or the cost estimate proposed in this Agreement. The cost of the work and the contract time estimates provided by the CONSULTANT to CLIENT under this agreement are subject to change and are contingent upon factors or which CONSULTANT has no control. Exact costs and time will be determined only when work has been performed.

CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a Change Order request outlining the required changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to investigate or consider the Change Order request and advise CONSULTANT in a timely manner in writing on how to proceed. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule, and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT and the notice period as provided under the termination provisions of the agreement will be deemed to have commenced effective the date of CONSULTANT's change order request.

Where the cost estimate for the scope of Services is "not to exceed" a specific sum, CONSULTANT shall notify CLIENT before such limit is exceeded, and shall not continue to provide Service beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

10. INSURANCE AND INDEMNITY

CONSULTANT maintains and shall continue to maintain during the performance of this Agreement, Workers' Compensation insurance in compliance with statutory limits and Professional and General Liability insurance coverage as detailed in INSURANCE COVERAGE - Schedule C, attached and forming a part of this agreement.

CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgement of CONSULTANT would risk the availability or increase the cost of its professional or general liability insurance.

CONSULTANT shall, at all times, indemnify and save harmless CLIENT and its officers, directors, agents and employees from and against all claims, damages, losses and expenses, to the extent directly attributable to the negligent acts, errors or omissions of CONSULTANT while performing Services under this Agreement.

CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, inclusive of claims made by third parties, for any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors. To the fullest extent permitted by law, such indemnification shall apply regardless of strict liability of CONSULTANT.

11. DISPUTES

It is the intention of the parties that in the event of a dispute, difference, controversy or claim arising out of or relating to the performance of the contract or breach, rectification, termination, frustration or invalidity thereof, (hereinafter referred to as "the dispute"), every endeavour shall be made to resolve the matter on its merits by negotiation. The parties shall attend at least one meeting to discuss the matter at issue, as a condition precedent to commencing any other proceeding in respect of the dispute. If the dispute cannot be resolved by negotiation as aforesaid the parties shall confer in order to ascertain whether they agree that the dispute shall first be subject to the process of conciliation, mediation or such other alternative dispute resolution process as may be appropriate in the circumstances of the dispute and if they so agree, the dispute shall be referred to such process.

In the event that the dispute cannot be resolved in accordance with the procedures set out above within a period of thirty (30) days, or any longer period mutually agreed to by the CLIENT and CONSULTANT, or if at any time either party reasonably considers that the other party is not making reasonable efforts to resolve the dispute, a notice may be issued to the other party requiring that the dispute be referred to arbitration.

Arbitration shall be effected by a single Arbitrator in accordance with and subject to the Arbitration and Mediation Institute, "Rules for the Conduct of Arbitrations". The Conciliator, Mediator or neutral Advisor appointed by the parties, shall not be appointed as Arbitrator nor may that person be called by either party in the arbitration unless both parties agree in writing.

12. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. While CONSULTANT will take all reasonable precautions to minimize any damage to the property, it is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement, unless specifically included in the Scope of Services.

13. SUBSURFACE RISKS

CLIENT recognizes that there are special risks whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with the Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical and hydro geologic conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural

occurrences, direct or indirect human intervention at or near the site may substantially alter conditions.

In the prosecution of the Services, CONSULTANT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. CLIENT agrees to defend, indemnify and hold CONSULTANT harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures and utilities are not called to CONSULTANT's attention.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, an aquifer, or saturated or unsaturated geological formation or fill horizon. CONSULTANT will adhere to the Standard of Care during the conduct of any subsurface investigation. Because subsurface sampling is a necessary aspect of the work which CONSULTANT may perform on CLIENT's behalf, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss which may arise as a result of alleged cross-contamination caused by any subsurface investigation except to the extent finally determined to result from CONSULTANT's negligence. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, in accordance with CONSULTANT's prevailing fee schedule and expense reimbursement policy.

14. LOCATION OF HAZARDOUS SUBSTANCES

When Hazardous Substances are known, assumed or suspected to exist at a site, CONSULTANT will take those precautions it deems appropriate to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow any procedures that CONSULTANT deems prudent. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.

CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous materials or suspected Hazardous Materials, on or under the site.

15. DISCOVERY OF HAZARDOUS MATERIALS

CLIENT recognizes that anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances may be discovered on the project site property, whether or not owned by CLIENT, or on any adjacent property to the site. CLIENT recognizes that it is CLIENT's responsibility, and not CONSULTANT's, to inform the Owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of anticipated or unanticipated Hazardous Substances or suspected Hazardous Substances on CLIENT's property or on property not owned by CLIENT. CLIENT also agrees to compensate CONSULTANT for any time spent and expenses incurred by CONSULTANT including legal costs, in defence of any such claim. Furthermore, CLIENT agrees that discovery of

unanticipated Hazardous Substances shall constitute a changed condition for which CONSULTANT shall be fairly compensated. If after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, the schedule and/or the cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement upon written notice to the CLIENT.

16. DELAYS AND FORCE MAJEURE

If site conditions prevent or inhibit performance of Services or if un-revealed hazardous waste materials or conditions are encountered, Services under this Agreement may be delayed. Any such delays, and any delays caused by CLIENT and its subcontractors, consultants, agents, officers, directors and employees, shall extend the contract completion date and CONSULTANT shall be paid for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labour and material escalation, and extended overhead costs, based on the FEE SCHEDULE, attributable to such delays. Delays within the scope of this Article shall, at the option of either party, make the Agreement subject to renegotiation or to termination.

CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts of God, acts and/or omissions of Federal, Provincial and local governmental authorities and regulatory agencies or other events which are beyond the reasonable control of CONSULTANT and which could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to storms, floods, epidemics, war, riot, strikes, lockouts or other industrial disturbances, and inability with reasonable diligence to supply personnel, information, or material to the project. Should such acts or events occur, it is agreed that CONSULTANT shall use reasonable efforts to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit and schedule of the Services covered by this Agreement. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

17. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens will be disposed of 60 days after submission of the report. Upon written request, CONSULTANT will store samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.

All contaminated samples and materials (containing or potentially containing Hazardous Substances) remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal.

All laboratory and field equipment that cannot be readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of the CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to turn such equipment, materials and/or samples directly over to a licensed hazardous waste

disposal facility may be made at CLIENT's direction and expense.

It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter or disposer of Hazardous Substances, waste or material found or identified at the site. Client agrees to indemnify and hold CONSULTANT harmless from and against all loss, damage, expense and claims arising out of the disposal of all such samples, materials and equipment.

18. CONTROL OF WORK AND JOB-SITE SAFETY

CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or non-performance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing material or performing any work on the project.

Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise or issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

19. COMPLIANCE WITH CODES AND STANDARDS

CONSULTANT's professional Services shall be consistent with the Standard of Care and shall incorporate those publicly known federal, provincial and local laws, regulations, codes and standards that are applicable at the time CONSULTANT rendered its services. However, it is understood by the parties that the Services performed by CONSULTANT do not include rendering any legal advice. In any event, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from CONSULTANT's failure to abide by federal, provincial or local laws, regulations, codes and standards that were not in effect or publicly announced at the time when CONSULTANT otherwise would have incorporated their intent into the Services. CLIENT further agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, for any time spent or expenses incurred by CONSULTANT in defence of any such claim.

20. RESPONSIBILITY TO THE PUBLIC

CLIENT has duty to conform to applicable codes, standards, regulations and ordinances, with regard to public health and safety. CONSULTANT will at all times endeavour to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a

notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard CONSULTANT's recommendation in these respects, CONSULTANT shall employ its best judgment in deciding whether or not it should notify public officials. Accordingly, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify and hold CONSULTANT harmless from any claim or liability for injury or loss, arising from or allegedly arising from CONSULTANT's notifying or not notifying public officials about conditions existing at the project site. Further, CLIENT agrees to compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defence of any such claim, with such compensation to be based upon CONSULTANT's prevailing fee schedule and expense reimbursement policy. If CLIENT decides to disregard CONSULTANT's recommendations regarding public health and safety, CONSULTANT shall have the right to immediately terminate this Agreement upon written notice to the CLIENT.

21. CONFIDENTIALITY

CONSULTANT shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished to CONSULTANT by CLIENT under this Agreement. CONSULTANT's confidentiality obligations shall not apply if such data or information is within the public domain, previously known to CONSULTANT, obtained from third parties without violating any confidentiality agreement, required to be produced by CONSULTANT pursuant to any law, subpoena or court order, or required by CONSULTANT in the defence of any claim. CONSULTANT may use and publish the CLIENT's name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT's experience and qualifications.

22. INDEPENDENT JUDGMENT OF CLIENT

If the Services include the collection of samples and data relative to CLIENT's contemplated purchase or sale of certain property, then the Services are performed by CONSULTANT with CLIENT's understanding of the Subsurface Risks. Therefore, although CONSULTANT will be responsible for the independent conclusions, interpretations, and interpolations presented to CLIENT, or others, which are the result of this effort, CONSULTANT does not undertake any Services which would result in any recommendation, advice or direction by CONSULTANT as to whether CLIENT should or should not proceed to purchase or sell the site in question, but it is understood that CLIENT intends to utilize the data by CONSULTANT to make its own independent judgment in this respect.

23. CLIENT LITIGATION

If CONSULTANT is requested to produce documents, witnesses or general assistance pursuant to a litigation, arbitration or mediation in support of CLIENT litigation to which CONSULTANT is not an adverse party; CLIENT shall reimburse CONSULTANT for all direct expenses and time in accordance with CONSULTANT's current rate schedule.

24. INTELLECTUAL PROPERTY

All rights to patents, trademarks, copyrights and trade secrets owned by CONSULTANT remain the property of CONSULTANT, and CONSULTANT does not grant CLIENT any right or license to such intellectual property.

CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others, unless CONSULTANT or its agents, employees or subcontractors are licensed or otherwise have the right to use and dispose of such information. CONSULTANT shall also use reasonable efforts to inform the CLIENT of any patent infringement that may be reasonably expected to result from the Services. However, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by the law, CLIENT shall indemnify, defend and hold harmless the CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorney's fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

25. ELECTRONIC MEDIA

CLIENT acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility and therefore CLIENT cannot rely solely upon the electronic media version of CONSULTANT's professional work product. Copies of Documents shall be provided to CLIENT upon written request and at CLIENT's expense. CONSULTANT shall retain these Documents for a period of two years following submission of its report, during which period they will be made available to CLIENT at all reasonable times.

CONSULTANT will make a reasonable effort to check electronic media provided to CLIENT for viruses within the limits of CONSULTANT's capabilities. CONSULTANT will replace electronic media supplied by CONSULTANT and found to be contaminated by a virus with virus free media at no additional expense to CLIENT.

CLIENT agrees that it is CLIENT's responsibility to check electronic media used on CLIENT's systems for viruses prior to use and CONSULTANT has no responsibility for damages or consequential damages arising from CLIENT's use of virus contaminated electronic media supplied by CONSULTANT.

26. MISCELLANEOUS

CLIENT is used herein shall include and apply to all parties equally, be they individuals, corporations, partnerships, associations, government agencies, or other entities, whether acting alone or collectively as a group where the services of the Agreement are being provided to, or on behalf of, the group.

This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have any effect unless specifically set forth in writing signed by the parties to be bound thereby. Titles in this Agreement are convenience only.

No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.

Any provision to the extent it is found to be unlawful or unenforceable shall be ineffective without affecting any other provision of the Agreement, so that the

Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.

All questions concerning the validity and operation of this Agreement and the performance of the obligation imposed upon the parties hereunder shall be governed by the laws of Canada, unless the law of another jurisdiction (province) must apply for this Agreement to be enforceable.

In rendering services to CLIENT, CONSULTANT may, at its sole discretion and at any stage, engage sub consultants to CONSULTANT to carry out its duties and responsibilities as set forth.

Project Authorization Signed by CLIENT and CONSULTANT represent an agreement of the above conditions.

For TBT Engineering:

For the Client:

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. 09 / 22A

(Being a by law to amend By-Law 09-22 to authorize the execution of a contribution agreement between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances re: 851-513365 Fort Frances Community Microgrid Feasibility Study)

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

AND WHEREAS on January 24, 2022 Council received a report from the CAO, to enter into contribution Agreement with the Federal Economic Development Agency for Northern Ontario for the purpose of a Fort Frances Community Microgrid Feasibility Study

AND WHEREAS on August 8, 2022 Council received a report from the CAO, to amend By-Law 09-22

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

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

1. THAT the Mayor and the Clerk be authorized on behalf of the Municipality, to Execute an amending agreement with The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances, and to affix the Corporate Seal of the Municipality, as per Schedule “A” attached and forming part of this by-law.
2. THAT this by law shall come into force and take effect on the final passing thereof.

Enacted and passed this 8th day of August 2022.

J. Caul, Mayor

G. Lecuyer, Clerk



Government
of Canada

Gouvernement
du Canada

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

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

August 4, 2022

Project Number: 851-513365

Mr. Faisal Anwar
Chief Administrative Officer
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A3P9

Dear Mr. Anwar:

**Re: Microgrid Feasibility Study
Amendment Number: 1**

As a result of delays to the pandemic and in response to your request dated July 29, 2022, FedNor is prepared to amend our Contribution agreement of December 10, 2021 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2021 (the "Commencement Date") and is completed on or before September 30, 2022 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2021 (the "Commencement Date") and is completed on or before March 31, 2024 (the "Completion Date").

- 2 -

Delete: The Project - Statement of Work

iii) Dates:

- a) Commencement Date - June 1, 2021
- b) Completion Date - September 30, 2022.

Substitute: The Project - Statement of Work

iii) Dates:

- a) Commencement Date - June 1, 2021
- b) Completion Date - March 31, 2024.

- 3 -

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

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

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

Yours sincerely,

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

The Corporation of the Town of Fort Frances

Project Number: 851-513365

Amendment Number: 1

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

Per: _____
Signature of Recipient

Title

Per: _____
Signature of Recipient

Title



FEDERATION
OF CANADIAN
MUNICIPALITIES

FÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS



The Truth and Reconciliation Commission Bentwood Box, carved by Coast Salish artist Luke Marston, is a tribute to residential school survivors.

PATHWAYS TO RECONCILIATION

Cities respond to the
Truth and Reconciliation Commission
Calls to Action

PATHWAYS TO RECONCILIATION OPENING MESSAGE

The Truth and Reconciliation Commission (TRC) had a tremendous impact on our understanding of the historic wrongs committed against First Nations, Inuit and Métis people.

Municipal leaders recognize the significance of the undertaking of the Truth and Reconciliation Commission and its recommendations. Its Calls to Action lay out a journey that we must all make together.

The Federation of Canadian Municipalities' Big City Mayors' Caucus is working to honour the Commission's efforts by ensuring that the rights and aspirations of Indigenous people are acknowledged in policies and practices. We recognize our potential as cities and as a country will only be realized by forging a new path with Indigenous people, based on empathy, respect and an honest understanding of history.

Reconciliation is truly a national process that will require tremendous efforts by all Canadians – and across all orders of government. As mayors and municipal leaders, we commit to moving in a new direction and support the federal government in rebuilding the Nation to Nation relationship.

This guide captures our journey on the pathways to reconciliation. It is a tool meant to help share, sustain and grow our efforts. And it is a living document, as implementing reconciliation is not a time-defined project but an ongoing process. It is learning about understanding, respect, acceptance and inclusion. We hope you draw inspiration and motivation from our efforts.

Reconciliation will not be easy. It is uncharted and will require significant recognition of past choices, new approaches and many resources. Some of our first steps may be seen as symbolic, but they are not lip service. The steps we are taking, big and small, reflect our commitment to reconciliation.

Government to government, people to people, we must walk a path of partnership and friendship, acknowledging past mistakes and building a better future for all.

Don Iveson

Mayor of Edmonton and
Chair of FCM's Big City Mayors' Caucus

Brian Bowman

Mayor of Winnipeg and
Chair of the BCMC Working Group on Partnership and Reconciliation



Back: Mayor Don Atchison, Saskatoon; Mayor Denis Coderre, Montréal; Mayor Linda Hepner, Surrey; Mayor Brian Bowman, Winnipeg; Mayor Naheed Nenshi, Calgary; Mayor Bonnie Crombie, Mississauga; Mayor Marc Demers, Laval; Mayor Fred Eisenberger, Hamilton; Mayor Michael Fougere, Regina

Front: Mayor Jim Watson, Ottawa; Mayor Dennis O'Keefe, St. John's; Mayor Drew Dilkens, Windsor; Mayor John Tory, Toronto; Mayor Gregor Robertson, Vancouver; Mayor Don Iveson, Edmonton; Mayor Maxime Pedneaud-Jobin, Gatineau; Mayor Berry Vrbanovic, Kitchener

Absent: Mayor Matt Brown, London; Mayor Linda Jeffrey, Brampton; Mayor Régis Lebeaume, Québec City; Mayor Mike Savage, Halifax; Mayor Caroline St-Hilaire, Longueuil

PATHWAYS TO RECONCILIATION

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PATHWAYS TO RECONCILIATION

INTRODUCTION

The work of the Truth and Reconciliation Commission (TRC) continues to have a profound impact on Canadians' awareness of the deep and lasting trauma that Canada's Indian Residential Schools had on Indigenous¹ peoples and their families, communities and cultures. On June 2, 2015, the TRC released its final report which included 94 Calls to Action to "redress the legacy of residential schools and advance the process of Canadian reconciliation."

In the words of the TRC final report, "Reconciliation must inspire Aboriginal and non-Aboriginal peoples to transform Canadian society so that our children and grandchildren can live together in dignity, peace, and prosperity on these lands we now share."

All Canadians and all orders of government have a role to play in reconciliation. The TRC's 94 Calls to Action are addressed primarily to the federal, provincial and territorial governments but also to municipal governments, the corporate sector and the broader Canadian society. They cover a wide range of government responsibilities, including child welfare, education, language and culture, health, justice, commemoration, museums and archives, training for public servants, and a number of specific initiatives related to reconciliation. There are eight recommendations that are addressed to "all levels of government", and five that specifically refer to municipal governments. Although most of the Calls to Action require federal, provincial and territorial government leadership, municipal governments are rolling up their sleeves to support reconciliation as a national challenge that is felt deeply at the local level.

Over 50 per cent of Canada's Indigenous population now lives in urban areas and the inter-generational impact of residential schools and other historical injustices are evident in high rates of homelessness and poverty among urban Indigenous peoples. The journey to reconciliation is necessary to right these wrongs and create cities where everyone thrives.

FCM's [Big City Mayors' Caucus](#) (BCMC) has established a Partnership and Reconciliation Working Group to support municipalities in reconciliation efforts, enhance our relationships with Indigenous leaders and identify ways to support the federal government in its commitment to implement the TRC Calls to Action.

¹ We have used the term "Indigenous" when speaking about Indigenous peoples generally, and "Aboriginal" when it is in the name of a group, policy or organization and in reference to the Truth and Reconciliation Commission (TRC) and its reports. Both [Indigenous and Aboriginal](#) refer to First Nations, Inuit and Métis peoples in Canada.

PATHWAYS TO RECONCILIATION ABOUT THIS GUIDE

Across the country, mayors and councils are working with Indigenous leaders and organizations to create better cities by acknowledging and addressing the experience and needs of the growing urban Indigenous population, strengthening government to government partnerships and learning from the past. While the actions are diverse and the journey at various stages of progress, paths are being forged toward reconciliation and the honouring of the TRC's Calls to Action.

Pathway 1 – Fostering Communities, Alliances and Hope captures actions that demonstrate municipal government commitment to reconciliation. These build bridges with local Indigenous leadership and strengthen decision-making to better incorporate reconciliation into local government policies and practice.

Pathway 2 – Advancing Awareness and Recognizing Rights describes efforts to continue the work of the TRC in regards to truth-telling and commemoration and to address the cultural genocide that was the Indian residential school system. It is about raising awareness, increasing knowledge and recognizing rights.

Pathway 3 – Improving Health and Wellness captures actions to close the inequality gap between Indigenous and non-Indigenous people in Canada.

Each of the pathways encompasses a sample of positive and concrete steps forward taken by FCM's BCMC. The pathways to reconciliation are guided by the [10 principles of reconciliation](#) that shaped the Calls to Action, and the municipal actions are accompanied by the principles and Calls to Action they seek to embody and advance.

This guide exists to inspire further action to support the work of reconciliation. Our municipal colleagues are encouraged to follow the links in this guide to learn more about initiatives that can be implemented in your cities and communities. The last section of the guide includes tools that municipalities have developed and external resources to be drawn upon to support efforts across the country.

Pathways to Reconciliation

“By establishing a new and respectful relationship between Aboriginal and non-Aboriginal Canadians, we will restore what must be restored, repair what must be repaired, and return what must be returned.”

– TRC Final Report

PATHWAYS TO RECONCILIATION

PATHWAY 1: FOSTERING COMMUNITIES, ALLIANCES AND HOPE

“Reconciliation is about forging and maintaining respectful relationships. There are no shortcuts.”

– Justice Murray Sinclair

“We do live side-by-side and we need to work on a relationship to create or promote a common understanding among all our constituents ... we need to find the best way forward to consult with each other, regardless of what legal obligations might exist. I mean, that's just neighbourly, right? ... We share a lot of common interests in areas like resource development. We need to find ways to work together, to support one another on these difficult topics.”

– Tsilhqot'in Chief Percy Guichon, speaking to local community leaders, at the convention of the Union of British Columbia Municipalities in September 2014, as quoted in the TRC Final Report

The TRC was a six-year undertaking, engaging thousands of Indigenous and non-Indigenous Canadians. Through this multi-year process, the TRC laid out **what** must be done. The second stage of the journey to reconciliation begins by determining **how** to implement the Calls to Action.

Since the TRC process began in 2009, municipalities have seen significant changes in how we understand the issues and relationships with First Nations, Inuit and Métis people that live in our cities, resulting in new and revitalized relationships with local Indigenous leaders and organizations.

This pathway highlights a sample of actions to date by Canada's cities to strengthen relationships and decision-making that incorporate reconciliation into local government planning, policies and actions.

PATHWAYS TO RECONCILIATION

Responding to Principles 6, 7 and 9 and Call to Action 45 iii

- The City of **Winnipeg** is committed to enhancing its relationship with and providing opportunities for Winnipeg's Indigenous population. The creation of [the Mayor's Indigenous Advisory Circle](#) works to strengthen and enhance this commitment. The Circle is developing a Winnipeg Indigenous Accord, a living document entrusting signatories and partners to report annually on the success of their commitment and future goals. The [Indigenous Relations Division](#) is mandated to provide leadership and experience from an Aboriginal perspective on civic programs, services and initiatives that support the needs of Winnipeg's Indigenous community.
- The City of **Vancouver** has created a new position in the City Manager's office of [Aboriginal Relations Manager](#). The manager will work across all City departments to bridge Aboriginal policies, programs and relations.
- The City of **London** is developing plans to address TRC recommendations through the [London Diversity and Race Relations Committee](#). This committee provides leadership on matters related to diversity, inclusivity, equity and the elimination of discrimination in London.
- The City of **Calgary** is committed to using the lessons of reconciliation to continue the work of several pre-established initiatives that aim to ensure the city's Indigenous population has a meaningful role within the community. Such initiatives include the Listening Circles of the Calgary Urban Aboriginal Initiative, the [Calgary Aboriginal Urban Affairs Committee](#) (CAUAC), the Imagine Calgary Plan and the Calgary Poverty Reduction Initiative. CAUAC, on behalf of city council, investigates areas of concern to people of Aboriginal ancestry and makes recommendations on policies and resolutions which would give urban Aboriginal people a more meaningful role within the Calgary community.

"In this time of reconciliation, it is important we contemplate and learn from our shared history in this place that has been home to people for many thousands of years. Together, right now, we can make sure all Calgarians, especially our Aboriginal community, have the opportunity to lead a great Canadian life. We want to co-create cities together; that can be one of the supreme acts of reconciliation."

— Calgary Mayor Naheed Nenshi

- The City of **Saskatoon** is working closely with the Office of the Treaty Commissioner to develop a [holistic action plan](#) for reconciliation and increased Indigenous inclusion. The City plans to review policies and programs with an Indigenous lens, to connect Indigenous people with employment and economic opportunities and to hold events to brief Indigenous development corporations and businesses on City processes for land and procurement opportunities.
- The City of **Ottawa**'s council established an [Aboriginal Working Committee](#) in 2007 – composed of representatives from the Ottawa Aboriginal Coalition, the City of Ottawa, United Way Ottawa, the Ottawa Police Service and the Ottawa-Carleton District School Board – to provide recommendations to council and identify inter-governmental partnerships. The City is currently working with local Indigenous partners to review the TRC recommendations and determine next steps for approval by city council.
- The City of **Montréal** worked to help create and financially support the Montréal Urban Aboriginal Community [Strategy Network](#), an organization of 700 members and six committees focused on improving the quality of life for Aboriginal people living in the greater Montréal area. The City also participated in the development of a joint strategy among 12 Quebec mayors to address challenges faced by Indigenous people living in urban settings.

PATHWAYS TO RECONCILIATION

PATHWAY 2: ADVANCING AWARENESS AND RECOGNIZING RIGHTS

“Reconciliation requires that a new vision, based on a commitment to mutual respect, be developed. It also requires an understanding that the most harmful impacts of residential schools have been the loss of pride and self-respect of Aboriginal people, and the lack of respect that non-Aboriginal people have been raised to have for their Aboriginal neighbours. Reconciliation is not an Aboriginal problem; it is a Canadian one. Virtually all aspects of Canadian society may need to be reconsidered.”

– TRC Final Report

Over the course of six years, the TRC researched official records and visited communities across Canada to hear testimony about the impacts of residential schools and colonization from over 6,000 residential school survivors and their families. The TRC’s final report details the federal government’s intrinsic role in the establishment and operation of the residential schools which were central to the cultural genocide that resulted. The report situates Canada’s almost century-long Aboriginal policy within a broader ideology that held that Indigenous peoples and cultures were inferior to Europeans and must be assimilated.

To further the healing process and support reconciliation, the TRC Calls to Action address the need for ongoing truth-telling, awareness, commemoration, understanding shared history and skills-based training. The report calls for changed behaviour and the creation of respectful and healthy relationships among people based on recognition of treaty and human rights and by using the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP) as the framework for reconciliation.

Cities are showing support for the principles of UNDRIP through city council resolutions as well as joint land use planning and management initiatives. As sub-national governments, though, municipalities are not signatories to the United Nations and, therefore, look to the federal government to provide leadership by developing a national framework for reconciliation guided by UNDRIP. The BCMC supports the federal government’s commitment to adopt the UNDRIP and will continue to dialogue with the federal government to understand and address the local implications and needed actions.

This pathway highlights some of the actions taken to date by Canada’s cities to advance awareness and recognize rights, including treaty recognition as a foundation for reconciliation and respect.

Responding to Principles 1, 2, 8 and 10 and Calls to Action 43, 44, 45 iii, 69 iii, 75 and 79

- **Toronto** and **Vancouver** city councils have endorsed UNDRIP. The City of Toronto, for example, [adopted](#) the UNDRIP as part of the City’s year-long proclamation on Truth and Reconciliation 2013-2014. The City of Toronto in its 2003 Vision Statement on Access, Equity and Diversity acknowledged the unique status and cultural diversity of the Aboriginal communities and their right to self-determination. This aligns with Article 3 of the UNDRIP which calls for Indigenous peoples’ right to self-determination. Article 11 of the UNDRIP states that Indigenous peoples have the right to practise and revitalize their cultural traditions and customs. In the work of Heritage Preservation and other City divisions that complete environmental assessments, the City of Toronto acknowledges this right by consulting with Aboriginal peoples.

PATHWAYS TO RECONCILIATION

Responding to Call to Action 45 iii

- **Edmonton** Mayor Don Iveson opens Council meetings with treaty acknowledgement.
- In a [motion](#) from Councillor Andrea Reimer, seconded by Mayor Gregor Robertson and passed unanimously, Vancouver city council officially acknowledged that **Vancouver** is on the unceded traditional territory of the Musqueam, Squamish, and Tsleil-Waututh First Nations. On December 16, 2014, the Musqueam, Squamish, and Tsleil-Waututh First Nations performed a brushing off ceremony for council members, preparing them for the new term ahead. The ceremony, held in council chambers, was a historic event for city council.
- At a City of **London** council meeting, a [Two Row Wampum Belt](#) was unveiled. The belt is a replica of “the grandfather of all treaties” and was given as a gift from the Chippewas of the Thames First Nation in the presence of the Oneida Nation of the Thames. It is on display in the Mayor’s office to serve as a reminder to all of the deep and abiding friendship and of the mutual duty to respect the lasting principles of the pledge made long ago.
- To mark 2016 [National Aboriginal Day](#), traditional plants and medicines were placed among stone medicine wheels at **Winnipeg** City Hall. Mayor Bowman also opens every meeting and public event with a treaty acknowledgement and recognition that Winnipeg is home of the Métis Nation.

Responding to Calls to Action 69 iii and 77

- **Toronto** [has asked](#) the Equity, Diversity and Human Rights Division of the City Manager’s Office, in consultation with the City Clerk, to identify records held at the city’s Archives and City Divisions that are related to the history and legacy of the residential school system and that could be forwarded to the National Centre for Truth and Reconciliation.
- **Winnipeg** [Library Services](#) will seek to partner with the National Centre for Truth and Reconciliation to become more actively involved in public engagement, education and reconciliation activities.
- **Edmonton’s** Public Library is hosting a series, [Exploring Reconciliation](#), which offers opportunities to develop a deeper understanding of reconciliation and how it impacts all Canadians. The TRC reading challenge is one example of their initiatives to encourage people to learn about reconciliation and indigenous issues.
- [Reconciliation related programming](#) was offered through the **Vancouver** Public Library’s (VPL) dialogue sessions, author readings and documentaries, including a dedicated series with a British Columbia focus. The VPL also re-energized its Aboriginal Storyteller in Residence program, which returns with a storyteller sharing knowledge about traditions and crafts in free workshops and sessions.

Responding to Call to Action 75

- **Regina** city council has pledged to take action to resolve issues with a cemetery near the former Regina Indian Industrial School believed to hold as many as 40 children’s unmarked graves. Several groups have worked for years to get recognition and protection for the site. A [sacred smudge ceremony](#) was held at the site to commemorate the victims.

Responding to Call to Action 79 iii

- Winnipeg’s Mayor Brian Bowman has committed to [work with residential school survivors](#), the National Centre for Truth and Reconciliation, and the existing tenants of the former Assiniboia Indian Residential School to establish historical commemorative signs at the school.

PATHWAYS TO RECONCILIATION

“Reconciliation must inspire Aboriginal and non-Aboriginal peoples to transform Canadian society so that our children and grandchildren can live together in dignity, peace, and prosperity on these lands we now share.”

– TRC Final Report

MUNICIPAL GOVERNMENTS OF ALL SIZES AND ACROSS CANADA ARE TAKING ACTION.

The City of **Brandon** is working to ensure that any First Nation that wishes to pursue development opportunities within the municipality's borders is greeted with open doors and set on a path to economic success. [First Nation Urban Development Areas](#) are emerging as successful aboriginal economic generators across western Canada, and Brandon has begun the groundwork and planning needed to better understand the role a municipality plays in establishing such areas. Brandon has also partnered with the Urban Aboriginal Peoples' Council to offer in-depth training on Indigenous Awareness to key stakeholders who would play a role in such potential partnerships.

The [City of Wetaskiwin](#), Alberta, erected a sign at its outskirts with the city's name written in Cree syllabics.

In partnership with [Cando](#), FCM's First Nations-Municipal Community Economic Development Initiative (CEDI) opens the way for First Nations and neighbouring municipalities to work together to create economic and social advantages.

Joint community economic development leads to:

- Better community-to-community relationships
- Coordinated planning efforts to improve land use, land management and environmental/resource protection
- A more attractive climate for investors and tourists
- A stronger, united voice for engaging with businesses and federal and provincial governments
- Less duplication and more efficient use of limited resources
- Access to each partner's unique human, physical and financial capacities, and alternative funding streams
- More opportunities for local business development and job creation

Learn more about [CEDI](#).

Over the last five years of the initiative, many communities have come together to build relationships and develop plans for delivering shared priorities. As just one example, [Opaskwayak Cree Nation](#), [Town of The Pas](#) and [Rural Municipality of Kelsey](#) in Manitoba have shared their land use plans and intend to create a joint planning district that will coordinate and harmonize their land use plans and bylaws.

PATHWAYS TO RECONCILIATION

“Creative expression can play a vital role in this national reconciliation, providing alternative voices, vehicles, and venues for expressing historical truths and present hopes. Creative expression supports everyday practices of resistance, healing, and commemoration at individual, community, regional, and national levels.”

– TRC Final Report

Responding to Calls to Action 21, 22, 80 and 83

- As part of **Vancouver's** reconciliation initiatives, the City has included aboriginal art and displays in Stanley Park, developed a newcomer's guide on Aboriginal communities, elders and arts, and helped fund the [Britannia Community Centre Carving Pavillion](#) and its programs. The pavillion is a permanent carving and culture-sharing structure to promote awareness of the rich heritage that the First Peoples offer in their traditional practices and to provide education and carving production opportunities to students and members of the greater community.
- **Vancouver** is partnering with three First Nations – Musqueam, Squamish and Tsleil-Waututh – to determine an appropriate [permanent art installation](#) for the City of Vancouver's council chambers that represents both the unceded traditional territories on which the city is situated and the spirit of reconciliation that guides our government to government relationships. One artist from each First Nation will be selected to design and produce a wall panel. The resulting three art panels will represent each of the Nations and their relationships with one another and with the City of Vancouver.
- **Edmonton** council allocated funding for the development of a [ceremonial space in the river valley](#) where Indigenous Edmontonians will soon be able to sweat, celebrate and share their culture with others. Land for the project, to be developed on the old Fox Farms property across from Fort Edmonton Park, has already been donated. Council is also working with the Confederacy of Treaty Six First Nations and the Fort Edmonton Park Management Corporation to better reflect Aboriginal history in the park.
- **Regina** is [examining how Indigenous cultures](#) can be infused into the creative side of the city. City hall is preparing a report for the end of 2016 that will make a number of recommendations to support cultural and artistic inclusion.
- **Toronto** initiated the ceremonial naming of public lanes, [Wabenose Lane and Chechalk Lane](#), to honour two former chiefs of the Mississaugas of the New Credit First Nation.
- **Saskatoon** is providing a \$150,000 grant and organizing support for the 2016 World Indigenous Business Forum and International Indigenous Music and Cultural Festival being held in the city.
- In **Montréal**, the City granted \$40,000 to [Land InSIGHTS](#) for 2016 to help in its work promoting Aboriginal culture and organizing the Montréal First Peoples Festival, Présence Autochtone.
- A ceremony including traditional music and dance was held at **Montréal** City Hall in June 2016 for new residents. First Nations chiefs, other Aboriginal community representatives and elected municipal officials attended.
- Since 2001, **Montréal** has dedicated part of its botanical gardens to a First Nations garden featuring traditional food and medicinal plants.
- **FCM members** adopted an annual conference [resolution](#) in 2016 calling upon the federal government to officially declare September 30th [National Orange Shirt Day](#), a national day to honour residential school survivors, their families and their communities so that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.

PATHWAYS TO RECONCILIATION

Responding to Principle 10 and Calls to Action 57 and 66

- In collaboration with the [Université du Québec en Abitibi-Témiscamingue](#), the City of **Montréal** held its first training on Aboriginal culture and life for municipal employees in July 2016. Additionally, the police service trains its employees about Indigenous people living in urban centres, and that training will be enhanced in 2017.
- In **Vancouver**, a recent [city report](#) recommended the approval of a cultural competency training workshop for senior managers, as well as basic level cultural competency staff training, with a target of reaching more than 350 employees.
- **Regina** recognized as a priority the continuing need to [recruit more people of Aboriginal ancestry](#) for the city's workforce. Council passed a motion instructing city administration to work on ways Regina can respond to the TRC's Calls to Action.
- In **Saskatoon**, [Aboriginal cultural awareness training](#) is offered to all city employees and is mandatory for Saskatoon Police Service (SPS) employees. As well, Saskatoon partnered to host the Wicahitowin "Working Together" conference. The conference was presented in partnership with the United Way, Aboriginal Friendship Centres of Saskatchewan, Saskatoon Health Region and other community-based organizations. Its goal was to help provide support to the many organizations across Saskatchewan that are inclusive of Aboriginal people as employees, volunteers and decision makers, and who work to enhance the understanding of Aboriginal people in the context of historic and contemporary issues.
- **Winnipeg** has committed to [enhancing the City's existing diversity training](#) for employees by making it mandatory for all city staff, with an increased focus on the legacy of residential schools.
- **Halifax** made [an official statement of reconciliation](#) to the Aboriginal community at a city council meeting. The statement, passed by a unanimous vote, declared that the municipality stands with other big Canadian cities and FCM in ensuring the needs and aspirations of First Nations communities are fully acknowledged.
- After declaring 2016 the Year of Reconciliation, **Winnipeg** Mayor Brian Bowman committed to visiting every high school in Winnipeg over the next two years to emphasize the importance of civic engagement, reconciliation and diversity.
- The City of **Edmonton** partnered with local school boards and post-secondary institutions to host approximately 700 Indigenous and non-Indigenous youth and young adult learners at the Journey to Reconciliation: Youth Leadership Conference. During the day-long conference, participants explored the concept of reconciliation, identified expressions of reconciliation and proposed how the act of reconciliation can impact the future.
- The City of **Edmonton** committed to training each of its 10,000+ employees by 2018 on the history of residential schools and their impact on Indigenous peoples, and to open a dialogue on reconciliation in the workplace. This initiative contributes to creating a respectful and inclusive environment for employees and the citizens they serve. Training began with senior leadership, then moved to front-line staff who often interact with Indigenous peoples on a daily basis. The program also includes online resources that staff can access to learn more about the schools and the culture and vibrancy of contemporary Indigenous communities within the Edmonton region.
- In 2016, **Montréal** provided \$30,000 to the [First Nations Human Resources Development Commission of Quebec](#) for Aboriginal employment workshops. [Plein Milieu](#) was granted \$39,289 by the City to help alleviate homelessness in the Aboriginal community and to alleviate difficulties faced by youth. Additionally, in 2016, Montréal's youth council collaborated with Native Montréal to publish a report on the situation of young Aboriginal in that city.

“Winnipeg is a growing, thriving and diverse city. Now, more than ever, is a time for us to embrace our values of openness and compassion, and realize that acceptance of new people and cultures are what make us strong.”

– Brian Bowman, Mayor of Winnipeg
Chair of the BCMC Working Group on Partnership and Reconciliation

PATHWAYS TO RECONCILIATION

PATHWAY 3: IMPROVING HEALTH AND WELLNESS

“Reconciliation not only requires apologies, reparations, the relearning of Canada’s national history, and public commemoration, but also needs real social, political, and economic change.”

– TRC Final Report

The legacy of colonization has resulted in a gap between Indigenous and non-Indigenous Canadians in terms of quality of life. Health and wellness, employment and income, education and justice system involvement are all areas highlighted for action by the TRC. Closing this gap is imperative to the journey of reconciliation and to ensure a bright future for Canada. All orders of government must work closely together on these areas of shared responsibility.

Local governments are working to better meet the needs of a demographically and culturally diverse urban Indigenous population that is also relatively mobile. Cities and communities are working to better understand needs, improve the cultural relevance of their services and increase services such as affordable housing and employment opportunities through a wide variety of approaches, including working with other orders of government.

“We can work together to address the basics: Education, housing, food, water, health care. The people in these communities actually see a glimmer of hope that our multiple governments might actually be starting to work together. Leave jurisdiction at the door and actually get things done. Help them address their own challenges, don’t assume ‘our way’ is better.”

– John Tory, Mayor of Toronto

PATHWAYS TO RECONCILIATION

Responding to Principles 4 and 5 and Calls to Action 7, 20, 21, 22, 30, 39, 40, 42, 88 and 89

- **Vancouver** received a [report](#) on ways for the City to respond to the TRC Calls to Action, and the report recommended providing one-time funding for Aboriginal wellness centres. To link primary care and traditional Aboriginal healing and wellness, council approved funds to create two Aboriginal wellness centres at Urban Native Youth Association and Lu'ma Native Housing Society.
- **Saskatoon** has created a partnership with Saskatoon Tribal Council, Gabriel Dumont Institute and other organizations on the delivery of the [Urban Aboriginal Leadership Program](#) to build capacity among Aboriginal people that leads to employment. The program is an umbrella for a variety of exciting projects teaching leadership skills, such as the Aboriginal Lifeguarding Program, Aboriginal Fitness Certification Program, Skills and Employment Summer Training Camp and the recruitment of summer program staff.
- A priority for **Regina** is the development of a First Nation and Métis recruitment and retention strategy. [Aboriginal City Employees](#) is an employee group developed by Aboriginal employees to support Aboriginal employees and the organization in the effort to increase Aboriginal representation.
- **Surrey's** [Urban Aboriginal Initiative](#) has established a Leadership Committee which aims to build and strengthen relationships at all levels of the community to improve the economic participation, educational attainment and health outcomes of the Indigenous population in Surrey. The committee conducts research including interviews, focus groups and regular meetings of the Aboriginal Leadership Committee, and a compilation of census data.
- **Ottawa's** Police Service partners with several community groups including Wabano Centre for Aboriginal Health and the Ottawa Inuit Children's Centre to run a [Soccer Mentorship Program](#), an initiative of the City's Aboriginal Working Committee.
- **Edmonton's** [Aboriginal Relations Office](#) helps Indigenous people and organizations to access city programs and services. Two unique resources provided by the Aboriginal Relations Office are an [Aboriginal Edmonton Welcome Guide](#) for those who are new to Edmonton, as well as an [Aboriginal Edmonton Directory](#) to help users navigate the diverse and friendly Indigenous Edmonton community.
- The Service de police in **Montréal** and the Montréal Aboriginal community signed a [cooperative agreement](#) to promote preventative approaches, open communication and understanding. Elements of the agreement range from establishing a Montréal police force Aboriginal advisory committee to developing a protocol for addressing the issue of missing and murdered indigenous women. The police service also has an officer who serves as a liaison with local Aboriginal residents and organizations.
- For 2016, the City of **Montréal** granted \$22,176 to [Projets autochtones du Québec](#) for work with Indigenous women who are victims of violence.
- In April 2016, Mayor Brian Bowman announced the [Winnipeg promise](#) – an initiative dedicated to finding the best way to remove barriers currently preventing low income families and children, of which Indigenous peoples are over-represented, from accessing the Canada Learning Bond.

MISSING AND MURDERED INDIGENOUS WOMEN AND GIRLS

Indigenous women and girls continue to be victimized by systemic discrimination and are constantly and disproportionately targeted by violence. An alarming number of Indigenous women and girls have been murdered or have gone missing across Canada, and most of these cases remain unsolved. This national tragedy led to calls for a National Inquiry into Missing and Murdered Indigenous Women and Girls, which [FCM supported](#). On behalf of the municipal sector, FCM President [Clark Somerville welcomed](#) the official announcement of a national inquiry on August 3, 2016. "We are particularly encouraged that the Commission will look into addressing the root causes and systemic violence and discrimination that have led to the tragic disappearance and violent deaths of hundreds of Indigenous women and girls."

PATHWAYS TO RECONCILIATION NEXT STEPS

From community action to national action – moving forward together

“Reconciliation calls for community action. City of Vancouver, British Columbia, proclaimed itself the City of Reconciliation. City of Halifax, Nova Scotia, holds an annual parade and procession commemorating the 1761 Treaty of Peace and Friendship. Speeches are delivered and everyone who attends is feasted. City of Wetaskiwin, Alberta, erected a sign at its outskirts with the city’s name written in Cree syllabics. Other communities can do similar things.

Reconciliation calls for federal, provincial, and territorial government action. Reconciliation calls for national action. The way we govern ourselves must change.”

– TRC Final Report

Whereas many calls to action can be furthered by the actions of one order of government, all orders of government must walk this journey together with Indigenous peoples. FCM’s Big City Mayors’ Caucus is committed to ongoing dialogue with the federal government to support its work implementing the TRC’s Calls to Action. We bring our commitment, solutions and strong relationships with local and national Indigenous leaders to the table. Mayors will also engage with the federal government to implement the Calls to Action where there is shared responsibility.

The BCMC will continue to build relationships with Indigenous governments and to call for a four cornered table to support federal, provincial and territorial, municipal and Indigenous leaders moving forward together on common goals for the people we all serve.

“Collective efforts from all peoples are necessary to revitalize the relationship between Aboriginal peoples and Canadian society – reconciliation is the goal. It is a goal that will take the commitment of multiple generations but when it is achieved, when we have reconciliation – it will make for a better, stronger Canada.”

– TRC Final Report

The BCMC commits to sharing and updating initiatives and lessons learned in this guide as members travel the pathways to reconciliation. The possibilities of what we do next will be the result of further growth and important reflection on our actions and accomplishments.

PATHWAYS TO RECONCILIATION RESOURCES

Truth and Reconciliation Commission

[Principles of Truth and Reconciliation](#)

[Truth and Reconciliation Commission of Canada: Calls to Action](#)

[Honouring the Truth, Reconciling for the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada](#)

Informing Reconciliation

[United Nations Declaration on the Rights of Indigenous Peoples](#)

[Report of the Royal Commission on Aboriginal Peoples](#)

Minister of Indigenous and Northern Affairs' [Mandate Letter](#)

Municipal Resources

[What I learned on my journey of reconciliation: John Tory](#)

[White Goose Flying Report](#), a local adaptation of the Truth and Reconciliation Commission's report, It includes 18 calls to action and was prepared by the Calgary Aboriginal Urban Affairs Committee.

[A guide to building strong First Nations-municipal relationships \(CEDI toolkit, Appendix B\)](#)

[First Nation Urban Development Area](#)

[Aboriginal Studies Changing to Centre for Indigenous Studies](#)

Pathway 1 - Fostering Communities, Alliances and Hope

[Winnipeg, Indigenous Relations Division](#)

London Diversity and Race Relations Advisory Committee, [Terms of Reference](#)

[Calgary Aboriginal Urban Affairs Committee](#)

Ottawa, [Mandate of the Aboriginal Working Committee](#)

[ReseauMTInetwork](#)

Pathway 2 - Advancing Awareness and Recognizing Rights

Toronto, [Fulfilling Calls to Action from Truth and Reconciliation Commission Report](#)

Vancouver, [Protocol to Acknowledge First Nations Unceded Traditional Territory](#)

Records at City of Toronto Archives, as it Relates to [Identification and Collection of Records Relevant to the Residential School System](#)

Edmonton, [Exploring Reconciliation](#)

Vancouver, [Year of Reconciliation: June, 2013 – June, 2014](#)

[Smudge ceremony honours children in cemetery by old Regina Indian Industrial School](#)

[Mayor Bowman declares 2016 as the Year of Reconciliation](#)

City of Vancouver/Squamish Nation [Limited Call to Squamish Nation Artists](#)

[Edmonton city council continuing reconciliation work](#)

[City of Regina votes unanimously to act on TRC recommendations](#)

Montréal, [Land Insights](#)

Présence autochtone, [Montréal First Peoples Festival](#)

[The First Peoples' University](#)

[Statement of Reconciliation from Halifax Regional Council](#)

[First Nations Human Resources Development Commission of Quebec](#)

[Plein Milieu](#) (in the original language)

Pathway 3 - Improving Health and Wellness

Vancouver, [Administrative Report](#), Truth and Reconciliation Commission Calls to Action

Saskatoon, [Aboriginal Leadership Program](#)

Regina, [Aboriginal City Employees](#)

[Surrey Urban Aboriginal Initiative](#)

Ottawa, [Soccer Mentorship Program](#)

[Aboriginal Edmonton Welcome Guide](#)

[Aboriginal Edmonton Directory](#)

Montréal, [Cooperative Agreement](#)

Montréal, [Projets Autochtones du Québec](#) (in the original language)

PATHWAYS TO RECONCILIATION

TRC PRINCIPLES OF RECONCILIATION

The Truth and Reconciliation Commission of Canada believes that in order for Canada to flourish in the twenty-first century, reconciliation between Aboriginal and non-Aboriginal Canada must be based on the following principles.

1

The *United Nations Declaration on the Rights of Indigenous Peoples* is the framework for reconciliation at all levels and across all sectors of Canadian society.

6

All Canadians, as Treaty peoples, share responsibility for establishing and maintaining mutually respectful relationships.

2

First Nations, Inuit, and Métis peoples, as the original peoples of this country and as self-determining peoples, have Treaty, constitutional, and human rights that must be recognized and respected.

7

The perspectives and understandings of Aboriginal Elders and Traditional Knowledge Keepers of the ethics, concepts, and practices of reconciliation are vital to long-term reconciliation.

3

Reconciliation is a process of healing of relationships that requires public truth sharing, apology, and commemoration that acknowledge and redress past harms.

8

Supporting Aboriginal peoples' cultural revitalization and integrating Indigenous knowledge systems, oral histories, laws, protocols, and connections to the land into the reconciliation process are essential.

4

Reconciliation requires constructive action on addressing the ongoing legacies of colonialism that have had destructive impacts on Aboriginal peoples' education, cultures and languages, health, child welfare, the administration of justice, and economic opportunities and prosperity.

9

Reconciliation requires political will, joint leadership, trust building, accountability, and transparency, as well as a substantial investment of resources.

5

Reconciliation must create a more equitable and inclusive society by closing the gaps in social, health, and economic outcomes that exist between Aboriginal and non-Aboriginal Canadians.

10

Reconciliation requires sustained public education and dialogue, including youth engagement, about the history and legacy of residential schools, Treaties, and Aboriginal rights, as well as the historical and contemporary contributions of Aboriginal peoples to Canadian society.

PATHWAYS TO RECONCILIATION

TRC CALLS TO ACTION

In order to redress the legacy of residential schools and advance the process of Canadian reconciliation, the Truth and Reconciliation Commission makes the following calls to action.

LEGACY

Child welfare

1. We call upon the federal, provincial, territorial, and Aboriginal governments to commit to reducing the number of Aboriginal children in care by:

- i. Monitoring and assessing neglect investigations.
- ii. Providing adequate resources to enable Aboriginal communities and child-welfare organizations to keep Aboriginal families together where it is safe to do so, and to keep children in culturally appropriate environments, regardless of where they reside.
- iii. Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the history and impacts of residential schools.
- iv. Ensuring that social workers and others who conduct child-welfare investigations are properly educated and trained about the potential for Aboriginal communities and families to provide more appropriate solutions to family healing.
- v. Requiring that all child-welfare decision makers consider the impact of the residential school experience on children and their caregivers.

2. We call upon the federal government, in collaboration with the provinces and territories, to prepare and publish annual reports on the number of Aboriginal children (First Nations, Inuit, and Métis) who are in care, compared with non-Aboriginal children, as well as the reasons for apprehension, the total spending on preventive and care services by child-welfare agencies, and the effectiveness of various interventions.

3. We call upon all levels of government to fully implement Jordan's Principle.

4. We call upon the federal government to enact Aboriginal child-welfare legislation that establishes national standards for Aboriginal child apprehension and custody cases and includes principles that:

- i. Affirm the right of Aboriginal governments to establish and maintain their own child-welfare agencies.
 - ii. Require all child-welfare agencies and courts to take the residential school legacy into account in their decision making.
 - iii. Establish, as an important priority, a requirement that placements of Aboriginal children into temporary and permanent care be culturally appropriate.
5. We call upon the federal, provincial, territorial, and Aboriginal governments to develop culturally appropriate parenting programs for Aboriginal families.

Education

6. We call upon the Government of Canada to repeal Section 43 of the Criminal Code of Canada.

7. We call upon the federal government to develop with Aboriginal groups a joint strategy to eliminate educational and employment gaps between Aboriginal and non-Aboriginal Canadians.

8. We call upon the federal government to eliminate the discrepancy in federal education funding for First Nations children being educated on reserves and those First Nations children being educated off reserves.

9. We call upon the federal government to prepare and publish annual reports comparing funding for the education of First Nations children on and off reserves, as well as educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.

10. We call on the federal government to draft new Aboriginal education legislation with the full participation and informed consent of Aboriginal peoples. The new legislation would include a commitment to sufficient funding and would incorporate the following principles:

- i. Providing sufficient funding to close identified educational achievement gaps within one generation.

PATHWAYS TO RECONCILIATION

- ii. Improving education attainment levels and success rates.
 - iii. Developing culturally appropriate curricula.
 - iv. Protecting the right to Aboriginal languages, including the teaching of Aboriginal languages as credit courses.
 - v. Enabling parental and community responsibility, control, and accountability, similar to what parents enjoy in public school systems.
 - vi. Enabling parents to fully participate in the education of their children.
 - vii. Respecting and honouring Treaty relationships.
11. We call upon the federal government to provide adequate funding to end the backlog of First Nations students seeking a post-secondary education.
 12. We call upon the federal, provincial, territorial, and Aboriginal governments to develop culturally appropriate early childhood education programs for Aboriginal families.

Language and culture

13. We call upon the federal government to acknowledge that Aboriginal rights include Aboriginal language rights.
14. We call upon the federal government to enact an Aboriginal Languages Act that incorporates the following principles:
 - i. Aboriginal languages are a fundamental and valued element of Canadian culture and society, and there is an urgency to preserve them.
 - ii. Aboriginal language rights are reinforced by the Treaties.
 - iii. The federal government has a responsibility to provide sufficient funds for Aboriginal-language revitalization and preservation.
 - iv. The preservation, revitalization, and strengthening of Aboriginal languages and cultures are best managed by Aboriginal people and communities.
 - v. Funding for Aboriginal language initiatives must reflect the diversity of Aboriginal languages.
15. We call upon the federal government to appoint, in consultation with Aboriginal groups, an Aboriginal Languages Commissioner. The commissioner should help promote Aboriginal languages and report on the adequacy of federal funding of Aboriginal-languages initiatives.
16. We call upon post-secondary institutions to create university and college degree and diploma programs in Aboriginal languages.
17. We call upon all levels of government to enable residential school Survivors and their families to reclaim names changed by the residential school system by waiving administrative costs for a period of five years for the name-change process and the revision of official identity documents, such as birth certificates, passports, driver's licenses, health cards, status cards, and social insurance numbers.

Health

18. We call upon the federal, provincial, territorial, and Aboriginal governments to acknowledge that the current state of Aboriginal health in Canada is a direct result of previous Canadian government policies, including residential schools, and to recognize and implement the health-care rights of Aboriginal people as identified in international law, constitutional law, and under the Treaties.
19. We call upon the federal government, in consultation with Aboriginal peoples, to establish measurable goals to identify and close the gaps in health outcomes between Aboriginal and non-Aboriginal communities, and to publish annual progress reports and assess long-term trends. Such efforts would focus on indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
20. In order to address the jurisdictional disputes concerning Aboriginal people who do not reside on reserves, we call upon the federal government to recognize, respect, and address the distinct health needs of the Métis, Inuit, and off-reserve Aboriginal peoples.
21. We call upon the federal government to provide sustainable funding for existing and new Aboriginal healing centres to address the physical, mental, emotional, and spiritual harms caused by residential schools, and to ensure that the funding of healing centres in Nunavut and the Northwest Territories is a priority.
22. We call upon those who can effect change within the Canadian health-care system to recognize the value of Aboriginal healing practices and use them in the treatment of Aboriginal patients in collaboration with Aboriginal healers and Elders where requested by Aboriginal patients.

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23. We call upon all levels of government to:
 - i. Increase the number of Aboriginal professionals working in the health-care field.
 - ii. Ensure the retention of Aboriginal health-care providers in Aboriginal communities.
 - iii. Provide cultural competency training for all healthcare professionals.
 24. We call upon medical and nursing schools in Canada to require all students to take a course dealing with Aboriginal health issues, including the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, and Indigenous teachings and practices. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.
- ### Justice
25. We call upon the federal government to establish a written policy that reaffirms the independence of the Royal Canadian Mounted Police to investigate crimes in which the government has its own interest as a potential or real party in civil litigation.
 26. We call upon the federal, provincial, and territorial governments to review and amend their respective statutes of limitations to ensure that they conform to the principle that governments and other entities cannot rely on limitation defences to defend legal actions of historical abuse brought by Aboriginal people.
 27. We call upon the Federation of Law Societies of Canada to ensure that lawyers receive appropriate cultural competency training, which includes the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.
 28. We call upon law schools in Canada to require all law students to take a course in Aboriginal people and the law, which includes the history and legacy of residential schools, the United Nations Declaration on the Rights of Indigenous Peoples, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and antiracism.
 29. We call upon the parties and, in particular, the federal government, to work collaboratively with plaintiffs not included in the Indian Residential Schools Settlement Agreement to have disputed legal issues determined expeditiously on an agreed set of facts.
 30. We call upon federal, provincial, and territorial governments to commit to eliminating the overrepresentation of Aboriginal people in custody over the next decade, and to issue detailed annual reports that monitor and evaluate progress in doing so.
 31. We call upon the federal, provincial, and territorial governments to provide sufficient and stable funding to implement and evaluate community sanctions that will provide realistic alternatives to imprisonment for Aboriginal offenders and respond to the underlying causes of offending.
 32. We call upon the federal government to amend the Criminal Code to allow trial judges, upon giving reasons, to depart from mandatory minimum sentences and restrictions on the use of conditional sentences.
 33. We call upon the federal, provincial, and territorial governments to recognize as a high priority the need to address and prevent Fetal Alcohol Spectrum Disorder (FASD), and to develop, in collaboration with Aboriginal people, FASD preventive programs that can be delivered in a culturally appropriate manner.
 34. We call upon the governments of Canada, the provinces, and territories to undertake reforms to the criminal justice system to better address the needs of offenders with Fetal Alcohol Spectrum Disorder (FASD), including:
 - i. Providing increased community resources and powers for courts to ensure that FASD is properly diagnosed, and that appropriate community supports are in place for those with FASD.
 - ii. Enacting statutory exemptions from mandatory minimum sentences of imprisonment for offenders affected by FASD.
 - iii. Providing community, correctional, and parole resources to maximize the ability of people with FASD to live in the community.
 - iv. Adopting appropriate evaluation mechanisms to measure the effectiveness of such programs and ensure community safety.
 35. We call upon the federal government to eliminate barriers to the creation of additional Aboriginal healing lodges within the federal correctional system.

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36. We call upon the federal, provincial, and territorial governments to work with Aboriginal communities to provide culturally relevant services to inmates on issues such as substance abuse, family and domestic violence, and overcoming the experience of having been sexually abused.
37. We call upon the federal government to provide more supports for Aboriginal programming in halfway houses and parole services.
38. We call upon the federal, provincial, territorial, and Aboriginal governments to commit to eliminating the overrepresentation of Aboriginal youth in custody over the next decade.
39. We call upon the federal government to develop a national plan to collect and publish data on the criminal victimization of Aboriginal people, including data related to homicide and family violence victimization.
40. We call on all levels of government, in collaboration with Aboriginal people, to create adequately funded and accessible Aboriginal-specific victim programs and services with appropriate evaluation mechanisms.
41. We call upon the federal government, in consultation with Aboriginal organizations, to appoint a public inquiry into the causes of, and remedies for, the disproportionate victimization of Aboriginal women and girls. The inquiry's mandate would include:
 - i. Investigation into missing and murdered Aboriginal women and girls.
 - ii. Links to the intergenerational legacy of residential schools.
42. We call upon the federal, provincial, and territorial governments to commit to the recognition and implementation of Aboriginal justice systems in a manner consistent with the Treaty and Aboriginal rights of Aboriginal peoples, the Constitution Act, 1982, and the *United Nations Declaration on the Rights of Indigenous Peoples*, endorsed by Canada in November 2012. Reconciliation

Canadian Governments and the *United Nations Declaration on the Rights of Indigenous People*

43. We call upon federal, provincial, territorial, and municipal governments to fully adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples* as the framework for reconciliation.

44. We call upon the Government of Canada to develop a national action plan, strategies, and other concrete measures to achieve the goals of the *United Nations Declaration on the Rights of Indigenous Peoples*.

Royal Proclamation and Covenant of Reconciliation

45. We call upon the Government of Canada, on behalf of all Canadians, to jointly develop with Aboriginal peoples a Royal Proclamation of Reconciliation to be issued by the Crown. The proclamation would build on the Royal Proclamation of 1763 and the Treaty of Niagara of 1764, and reaffirm the nation-to-nation relationship between Aboriginal peoples and the Crown. The proclamation would include, but not be limited to, the following commitments:
 - i. Repudiate concepts used to justify European sovereignty over Indigenous lands and peoples such as the Doctrine of Discovery and terra nullius.
 - ii. Adopt and implement the United Nations Declaration on the Rights of Indigenous Peoples as the framework for reconciliation.
 - iii. Renew or establish Treaty relationships based on principles of mutual recognition, mutual respect, and shared responsibility for maintaining those relationships into the future.
 - iv. Reconcile Aboriginal and Crown constitutional and legal orders to ensure that Aboriginal peoples are full partners in Confederation, including the recognition and integration of Indigenous laws and legal traditions in negotiation and implementation processes involving Treaties, land claims, and other constructive agreements.
46. We call upon the parties to the Indian Residential Schools Settlement Agreement to develop and sign a Covenant of Reconciliation that would identify principles for working collaboratively to advance reconciliation in Canadian society, and that would include, but not be limited to:
 - i. Reaffirmation of the parties' commitment to reconciliation.
 - ii. Repudiation of concepts used to justify European sovereignty over Indigenous lands and peoples, such as the Doctrine of Discovery and terra nullius, and the reformation of laws, governance structures, and policies within their respective institutions that continue to rely on such concepts.

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- iii. Full adoption and implementation of the United Nations Declaration on the Rights of Indigenous Peoples as the framework for reconciliation.
 - iv. Support for the renewal or establishment of Treaty relationships based on principles of mutual recognition, mutual respect, and shared responsibility for maintaining those relationships into the future.
 - v. Enabling those excluded from the Settlement Agreement to sign onto the Covenant of Reconciliation.
 - vi. Enabling additional parties to sign onto the Covenant of Reconciliation.
47. We call upon federal, provincial, territorial, and municipal governments to repudiate concepts used to justify European sovereignty over Indigenous peoples and lands, such as the Doctrine of Discovery and terra nullius, and to reform those laws, government policies, and litigation strategies that continue to rely on such concepts.

Settlement Agreement Parties and the *United Nations Declaration on the Rights of Indigenous Peoples*

48. We call upon the church parties to the Settlement Agreement, and all other faith groups and interfaith social justice groups in Canada who have not already done so, to formally adopt and comply with the principles, norms, and standards of the *United Nations Declaration on the Rights of Indigenous Peoples* as a framework for reconciliation. This would include, but not be limited to, the following commitments:
- i. Ensuring that their institutions, policies, programs, and practices comply with the *United Nations Declaration on the Rights of Indigenous Peoples*.
 - ii. Respecting Indigenous peoples' right to self-determination in spiritual matters, including the right to practise, develop, and teach their own spiritual and religious traditions, customs, and ceremonies, consistent with Article 12:1 of the *United Nations Declaration on the Rights of Indigenous Peoples*.
 - iii. Engaging in ongoing public dialogue and actions to support the *United Nations Declaration on the Rights of Indigenous Peoples*.
 - iv. Issuing a statement no later than March 31, 2016, from all religious denominations and faith groups, as to how they will implement the *United Nations Declaration on the Rights of Indigenous Peoples*.

49. We call upon all religious denominations and faith groups who have not already done so to repudiate concepts used to justify European sovereignty over Indigenous lands and peoples, such as the Doctrine of Discovery and *terra nullius*.

Equity for Aboriginal People in the Legal System

50. In keeping with the *United Nations Declaration on the Rights of Indigenous Peoples*, we call upon the federal government, in collaboration with Aboriginal organizations, to fund the establishment of Indigenous law institutes for the development, use, and understanding of Indigenous laws and access to justice in accordance with the unique cultures of Aboriginal peoples in Canada.
51. We call upon the Government of Canada, as an obligation of its fiduciary responsibility, to develop a policy of transparency by publishing legal opinions it develops and upon which it acts or intends to act, in regard to the scope and extent of Aboriginal and Treaty rights.
52. We call upon the Government of Canada, provincial and territorial governments, and the courts to adopt the following legal principles:
- i. Aboriginal title claims are accepted once the Aboriginal claimant has established occupation over a particular territory at a particular point in time.
 - ii. Once Aboriginal title has been established, the burden of proving any limitation on any rights arising from the existence of that title shifts to the party asserting such a limitation.

National Council for Reconciliation

53. We call upon the Parliament of Canada, in consultation and collaboration with Aboriginal peoples, to enact legislation to establish a National Council for Reconciliation. The legislation would establish the council as an independent, national, oversight body with membership jointly appointed by the Government of Canada and national Aboriginal organizations, and consisting of Aboriginal and non-Aboriginal members. Its mandate would include, but not be limited to, the following:
- i. Monitor, evaluate, and report annually to Parliament and the people of Canada on the Government of Canada's post-apology progress on reconciliation to ensure that government accountability for reconciling the relationship between Aboriginal peoples and the Crown is maintained in the coming years.

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- ii. Monitor, evaluate, and report to Parliament and the people of Canada on reconciliation progress across all levels and sectors of Canadian society, including the implementation of the Truth and Reconciliation Commission of Canada's Calls to Action.
 - iii. Develop and implement a multi-year National Action Plan for Reconciliation, which includes research and policy development, public education programs, and resources.
 - iv. Promote public dialogue, public/private partnerships, and public initiatives for reconciliation.
54. We call upon the Government of Canada to provide multi-year funding for the National Council for Reconciliation to ensure that it has the financial, human, and technical resources required to conduct its work, including the endowment of a National Reconciliation Trust to advance the cause of reconciliation.
55. We call upon all levels of government to provide annual reports or any current data requested by the National Council for Reconciliation so that it can report on the progress towards reconciliation. The reports or data would include, but not be limited to:
- i. The number of Aboriginal children—including Métis and Inuit children—in care, compared with non-Aboriginal children, the reasons for apprehension, and the total spending on preventive and care services by child-welfare agencies.
 - ii. Comparative funding for the education of First Nations children on and off reserves.
 - iii. The educational and income attainments of Aboriginal peoples in Canada compared with non-Aboriginal people.
 - iv. Progress on closing the gaps between Aboriginal and non-Aboriginal communities in a number of health indicators such as: infant mortality, maternal health, suicide, mental health, addictions, life expectancy, birth rates, infant and child health issues, chronic diseases, illness and injury incidence, and the availability of appropriate health services.
 - v. Progress on eliminating the overrepresentation of Aboriginal children in youth custody over the next decade.
 - vi. Progress on reducing the rate of criminal victimization of Aboriginal people, including data related to homicide and family violence victimization and other crimes.
 - vii. Progress on reducing the overrepresentation of Aboriginal people in the justice and correctional systems.
56. We call upon the prime minister of Canada to formally respond to the report of the National Council for Reconciliation by issuing an annual "State of Aboriginal Peoples" report, which would outline the government's plans for advancing the cause of reconciliation.

Professional Development and Training for Public Servants

57. We call upon federal, provincial, territorial, and municipal governments to provide education to public servants on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills-based training in intercultural competency, conflict resolution, human rights, and anti-racism.

Church Apologies and Reconciliation

58. We call upon the Pope to issue an apology to Survivors, their families, and communities for the Roman Catholic Church's role in the spiritual, cultural, emotional, physical, and sexual abuse of First Nations, Inuit, and Métis children in Catholic-run residential schools. We call for that apology to be similar to the 2010 apology issued to Irish victims of abuse and to occur within one year of the issuing of this Report and to be delivered by the Pope in Canada.
59. We call upon church parties to the Settlement Agreement to develop ongoing education strategies to ensure that their respective congregations learn about their church's role in colonization, the history and legacy of residential schools, and why apologies to former residential school students, their families, and communities were necessary.
60. We call upon leaders of the church parties to the Settlement Agreement and all other faiths, in collaboration with Indigenous spiritual leaders, Survivors, schools of theology, seminaries, and other religious training centres, to develop and teach curriculum for all student clergy, and all clergy and staff who work in Aboriginal communities, on the need to respect Indigenous spirituality in its own right, the history and legacy of residential schools and the roles of the church parties in that system, the history and legacy of religious conflict in Aboriginal families and communities, and the responsibility that churches have to mitigate such conflicts and prevent spiritual violence.

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61. We call upon church parties to the Settlement Agreement, in collaboration with Survivors and representatives of Aboriginal organizations, to establish permanent funding to Aboriginal people for:
 - i. Community-controlled healing and reconciliation projects.
 - ii. Community-controlled culture and language revitalization projects.
 - iii. Community-controlled education and relationship building projects.
 - iv. Regional dialogues for Indigenous spiritual leaders and youth to discuss Indigenous spirituality, self-determination, and reconciliation.
- iii. Building student capacity for intercultural understanding, empathy, and mutual respect.
- iv. Identifying teacher-training needs relating to the above.
64. We call upon all levels of government that provide public funds to denominational schools to require such schools to provide an education on comparative religious studies, which must include a segment on Aboriginal spiritual beliefs and practices developed in collaboration with Aboriginal Elders.
65. We call upon the federal government, through the Social Sciences and Humanities Research Council, and in collaboration with Aboriginal peoples, post-secondary institutions and educators, and the National Centre for Truth and Reconciliation and its partner institutions, to establish a national research program with multi-year funding to advance understanding of reconciliation.

Education for reconciliation

62. We call upon the federal, provincial, and territorial governments, in consultation and collaboration with Survivors, Aboriginal peoples, and educators, to:
 - i. Make age-appropriate curriculum on residential schools, Treaties, and Aboriginal peoples' historical and contemporary contributions to Canada a mandatory education requirement for Kindergarten to Grade Twelve students.
 - ii. Provide the necessary funding to post-secondary institutions to educate teachers on how to integrate Indigenous knowledge and teaching methods into classrooms.
 - iii. Provide the necessary funding to Aboriginal schools to utilize Indigenous knowledge and teaching methods in classrooms.
 - iv. Establish senior-level positions in government at the assistant deputy minister level or higher dedicated to Aboriginal content in education.
63. We call upon the Council of Ministers of Education, Canada to maintain an annual commitment to Aboriginal education issues, including:
 - i. Developing and implementing Kindergarten to Grade Twelve curriculum and learning resources on Aboriginal peoples in Canadian history, and the history and legacy of residential schools.
 - ii. Sharing information and best practices on teaching curriculum related to residential schools and Aboriginal history.

Youth Programs

66. We call upon the federal government to establish multiyear funding for community-based youth organizations to deliver programs on reconciliation, and establish a national network to share information and best practices.

Museums and Archives

67. We call upon the federal government to provide funding to the Canadian Museums Association to undertake, in collaboration with Aboriginal peoples, a national review of museum policies and best practices to determine the level of compliance with the *United Nations Declaration on the Rights of Indigenous Peoples* and to make recommendations.
68. We call upon the federal government, in collaboration with Aboriginal peoples, and the Canadian Museums Association to mark the 150th anniversary of Canadian Confederation in 2017 by establishing a dedicated national funding program for commemoration projects on the theme of reconciliation.
69. We call upon Library and Archives Canada to:
 - i. Fully adopt and implement the United Nations Declaration on the Rights of Indigenous Peoples and the *United Nations Joint-Orontlicher Principles*, as related to Aboriginal peoples' inalienable right to know the truth about what happened and why, with regard to human rights violations committed against them in the residential schools.

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- ii. Ensure that its record holdings related to residential schools are accessible to the public.
 - iii. Commit more resources to its public education materials and programming on residential schools.
70. We call upon the federal government to provide funding to the Canadian Association of Archivists to undertake, in collaboration with Aboriginal peoples, a national review of archival policies and best practices to:
- i. Determine the level of compliance with the United Nations Declaration on the Rights of Indigenous Peoples and the *United Nations Joint-Orientlicher Principles*, as related to Aboriginal peoples' inalienable right to know the truth about what happened and why, with regard to human rights violations committed against them in the residential schools.
 - ii. Produce a report with recommendations for full implementation of these international mechanisms as a reconciliation framework for Canadian archives.

Missing Children and Burial Information

71. We call upon all chief coroners and provincial vital statistics agencies that have not provided to the Truth and Reconciliation Commission of Canada their records on the deaths of Aboriginal children in the care of residential school authorities to make these documents available to the National Centre for Truth and Reconciliation.
72. We call upon the federal government to allocate sufficient resources to the National Centre for Truth and Reconciliation to allow it to develop and maintain the National Residential School Student Death Register established by the Truth and Reconciliation Commission of Canada.
73. We call upon the federal government to work with churches, Aboriginal communities, and former residential school students to establish and maintain an online registry of residential school cemeteries, including, where possible, plot maps showing the location of deceased residential school children.
74. We call upon the federal government to work with the churches and Aboriginal community leaders to inform the families of children who died at residential schools of the child's burial location, and to respond to families' wishes for appropriate commemoration ceremonies and markers, and reburial in home communities where requested.

75. We call upon the federal government to work with provincial, territorial, and municipal governments, churches, Aboriginal communities, former residential school students, and current landowners to develop and implement strategies and procedures for the ongoing identification, documentation, maintenance, commemoration, and protection of residential school cemeteries or other sites at which residential school children were buried. This is to include the provision of appropriate memorial ceremonies and commemorative markers to honour the deceased children.
76. We call upon the parties engaged in the work of documenting, maintaining, commemorating, and protecting residential school cemeteries to adopt strategies in accordance with the following principles:
- i. The Aboriginal community most affected shall lead the development of such strategies.
 - ii. Information shall be sought from residential school Survivors and other Knowledge Keepers in the development of such strategies.
 - iii. Aboriginal protocols shall be respected before any potentially invasive technical inspection and investigation of a cemetery site.

National Centre for Truth and Reconciliation

77. We call upon provincial, territorial, municipal, and community archives to work collaboratively with the National Centre for Truth and Reconciliation to identify and collect copies of all records relevant to the history and legacy of the residential school system, and to provide these to the National Centre for Truth and Reconciliation.
78. We call upon the Government of Canada to commit to making a funding contribution of \$10 million over seven years to the National Centre for Truth and Reconciliation, plus an additional amount to assist communities to research and produce histories of their own residential school experience and their involvement in truth, healing, and reconciliation.

Commemoration

79. We call upon the federal government, in collaboration with Survivors, Aboriginal organizations, and the arts community, to develop a reconciliation framework for Canadian heritage and commemoration. This would include, but not be limited to:

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- i. Amending the Historic Sites and Monuments Act to include First Nations, Inuit, and Métis representation on the Historic Sites and Monuments Board of Canada and its Secretariat.
 - ii. Revising the policies, criteria, and practices of the National Program of Historical Commemoration to integrate Indigenous history, heritage values, and memory practices into Canada's national heritage and history.
 - iii. Developing and implementing a national heritage plan and strategy for commemorating residential school sites, the history and legacy of residential schools, and the contributions of Aboriginal peoples to Canada's history.
80. We call upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to honour Survivors, their families, and communities, and ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process.
81. We call upon the federal government, in collaboration with Survivors and their organizations, and other parties to the Settlement Agreement, to commission and install a publicly accessible, highly visible, Residential Schools National Monument in the city of Ottawa to honour Survivors and all the children who were lost to their families and communities.
82. We call upon provincial and territorial governments, in collaboration with Survivors and their organizations, and other parties to the Settlement Agreement, to commission and install a publicly accessible, highly visible, Residential Schools Monument in each capital city to honour Survivors and all the children who were lost to their families and communities.
83. We call upon the Canada Council for the Arts to establish, as a funding priority, a strategy for Indigenous and non-Indigenous artists to undertake collaborative projects and produce works that contribute to the reconciliation process.
- i. Increasing Aboriginal programming, including Aboriginal-language speakers.
 - ii. Increasing equitable access for Aboriginal peoples to jobs, leadership positions, and professional development opportunities within the organization.
 - iii. Continuing to provide dedicated news coverage and online public information resources on issues of concern to Aboriginal peoples and all Canadians, including the history and legacy of residential schools and the reconciliation process.
85. We call upon the Aboriginal Peoples Television Network, as an independent non-profit broadcaster with programming by, for, and about Aboriginal peoples, to support reconciliation, including but not limited to:
- i. Continuing to provide leadership in programming and organizational culture that reflects the diverse cultures, languages, and perspectives of Aboriginal peoples.
 - ii. Continuing to develop media initiatives that inform and educate the Canadian public, and connect Aboriginal and non-Aboriginal Canadians.
86. We call upon Canadian journalism programs and media schools to require education for all students on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal-Crown relations.

Sports and Reconciliation

87. We call upon all levels of government, in collaboration with Aboriginal peoples, sports halls of fame, and other relevant organizations, to provide public education that tells the national story of Aboriginal athletes in history.
88. We call upon all levels of government to take action to ensure long-term Aboriginal athlete development and growth, and continued support for the North American Indigenous Games, including funding to host the games and for provincial and territorial team preparation and travel.
89. We call upon the federal government to amend the Physical Activity and Sport Act to support reconciliation by ensuring that policies to promote physical activity as a fundamental element of health and well-being, reduce barriers to sports participation, increase the pursuit of excellence in sport, and build capacity in the Canadian sport system, are inclusive of Aboriginal peoples.

Media and Reconciliation

84. We call upon the federal government to restore and increase funding to the CBC/Radio-Canada, to enable Canada's national public broadcaster to support reconciliation, and be properly reflective of the diverse cultures, languages, and perspectives of Aboriginal peoples, including, but not limited to:

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90. We call upon the federal government to ensure that national sports policies, programs, and initiatives are inclusive of Aboriginal peoples, including, but not limited to, establishing:
- i. In collaboration with provincial and territorial governments, stable funding for, and access to, community sports programs that reflect the diverse cultures and traditional sporting activities of Aboriginal peoples.
 - ii. An elite athlete development program for Aboriginal athletes.
 - iii. Programs for coaches, trainers, and sports officials that are culturally relevant for Aboriginal peoples.
 - iv. Anti-racism awareness and training programs.
91. We call upon the officials and host countries of international sporting events such as the Olympics, Pan Am, and Commonwealth games to ensure that Indigenous peoples' territorial protocols are respected, and local Indigenous communities are engaged in all aspects of planning and participating in such events.

Business and Reconciliation

92. We call upon the corporate sector in Canada to adopt the *United Nations Declaration on the Rights of Indigenous Peoples* as a reconciliation framework and to apply its principles, norms, and standards to corporate policy and core operational activities involving Indigenous peoples and their lands and resources. This would include, but not be limited to, the following:
- i. Commit to meaningful consultation, building respectful relationships, and obtaining the free, prior, and informed consent of Indigenous peoples before proceeding with economic development projects.
 - ii. Ensure that Aboriginal peoples have equitable access to jobs, training, and education opportunities in the corporate sector, and that Aboriginal communities gain long-term sustainable benefits from economic development projects.
 - iii. Provide education for management and staff on the history of Aboriginal peoples, including the history and legacy of residential schools, the *United Nations Declaration on the Rights of Indigenous Peoples*, Treaties and Aboriginal rights, Indigenous law, and Aboriginal–Crown relations. This will require skills based training in intercultural competency, conflict resolution, human rights, and anti-racism.

Newcomers to Canada

93. We call upon the federal government, in collaboration with the national Aboriginal organizations, to revise the information kit for newcomers to Canada and its citizenship test to reflect a more inclusive history of the diverse Aboriginal peoples of Canada, including information about the Treaties and the history of residential schools.
94. We call upon the Government of Canada to replace the Oath of Citizenship with the following:
- I swear (or affirm) that I will be faithful and bear true allegiance to Her Majesty Queen Elizabeth II, Queen of Canada, Her Heirs and Successors, and that I will faithfully observe the laws of Canada including Treaties with Indigenous Peoples, and fulfill my duties as a Canadian citizen.

Councillor John McTaggart
Town of Fort Frances

August 4, 2022

Mayor and Council,

Over the past several years the complexion of our community has changed, and it is wonderful to see the community evolve. The mine has brought new families to the area, there are new business owners that have moved to town and there are new indigenous families making Fort Frances their home.

When my wife and I moved to Fort Frances in the 70's we made a real effort to get involved in the community and we have never looked back. We have very much enjoyed our time in Fort Frances.

But I am saddened to hear comments, when I move about the community, that this is a "clicky" town and tough to break into. It is not welcoming or friendly. This is not the face that I want Fort Frances to portray for newcomers.

There was a time when new people to town were welcomed with a visit from Welcome Wagon. It was a personal visit that brought information on the town and area along with gifts from local merchants and invitations to shop their stores. It was a starting point for people to become acquainted with the benefits of a new life in Fort Frances.

Recently at an Economic Development Executive Committee we discussed efforts to try and attract immigrants and new Canadians to the area to assist in alleviating some of the labour shortages being experienced here. The group identified a bit of a roadblock for some newcomers and that was trying to build a method for like minded groups to seek each other out. Groups may include, but not limited to, ethnic, religious, cultural or even dietary needs or wants.

I believe that it is time to go back to our roots and create a "Welcome Centre" in town. Tonight, I am asking council for your endorsement of just such a centre in Fort Frances.

I have been in discussions with the Library CEO Joan McLean about such an initiative and she is quite excited about the possibilities of such a centre being run out of the library. Having a welcome centre at the library is well suited to that location as it would encourage newly arrived residents to become acquainted with the facility. The hours of operation are longer than many other town facilities which would make it more convenient for newcomers to access.

The attributes of the community and the area are great, and we need to toot our own horn! Whether it is cultural, recreational, religious, educational or to speak of our local businesses, we so much to offer. But we need to funnel it through one port so that new individuals or families can quickly become aware of the great benefits of life in Fort Frances.

This is a project that I would personally like to work on with the library staff to make Fort Frances the welcoming town that it should be, and we all should want. I see this being developed possibly in two phases, first a package that can be delivered by library staff to any inquiries that may come through the front door and second to move it to the library and town websites for greater access by all.

Again, I ask for your endorsement to move ahead with this much needed service for our community and authorization for my involvement.

Thank you for your consideration of this matter.

Best regards,

John McTaggart

Councillor

Town of Fort Frances

Riverside Foundation **25** **YEARS** **1997-2022** **ANNIVERSARY GALA**

You are cordially invited to celebrate the return of live events with the Riverside Foundation for Health Care's 25th Anniversary celebration through sponsorship of the fall gala.

SATURDAY, OCTOBER 22ND, 2022

Cocktails 5PM

Dinner & plenty of ways to show your support to follow
Semi Formal Attire

LA PLACE RENDEZ VOUS
1201 Idylwild Dr, Fort Frances ON P9A 3M3

22nd Annual Child Care Worker and Early Childhood Educator Appreciation Day

October 18, 2022

Proclamation

Whereas years of research confirms the benefits of high-quality early learning and child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of families and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Registered Early Childhood Educators and child care staff are the key to quality in early learning and child care programs;

Whereas Registered Early Childhood Educators and child care workers will be vital to the success of the Canada-Wide Early Learning and Child Care system;

Therefore, Be It Resolved that October 18, 2022 be designated the 22nd annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

lpd/cope491



MUNICIPALITY OF SHUNIAH

420 Leslie Avenue, Thunder Bay, Ontario P7A 1X8

Phone: (807) 683-4545 Fax: (807) 683-6982

Email: shuniah@shuniah.org www.shuniah.org

June 30th, 2022

Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)

Via Email

To Whom it may concern,

RE: Letter of Support – The Corporation of the City of Brantford - 5.1 Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School

Please be advised that, at its meeting on June 28th, 2022, the Council of the Municipality of Shuniah resolved to support the resolution adopted May 17, 2022 by The Corporation of the City of Brantford.

A copy of the above noted resolution is enclosed for your reference and consideration.

We kindly request your support and endorsement for the release of all Federal and Provincial document related to the Former Mohawk Institute Residential School.

Yours truly,

Kerry Bellamy
Clerk
KB/jk

Cc:

Right Hon. Justin Trudeau, Prime Minister of Canada
Hon. Doug Ford, Premier of Ontario
Hon. Marc Miller, Minister of Crown-Indigenous Relations
Hon. Patty Hajdu, Minister of Indigenous Services and MP
Hon. Greg Rickford, Minister of Indigenous Affairs
The Most Rev. Linda Nicholls, Primate of the Anglican Church of Canada
Hon. Kevin Holland, MPP Thunder Bay-Atikokan
Hon. Lise Vaugeois, MPP Thunder Bay Superior North
The Survivors Secretariat
All municipalities in Ontario

Municipality of
SHUNIAH**COUNCIL RESOLUTION**Resolution No.: 231-22Date: Jun 28, 2022Moved By: Donna BluntSeconded By: Wendy Landry

THAT Council hereby supports the resolution from the City of Brandtford regarding the Release of all Federal and Provincial Documents Related to the Former Mohawk Institute Residential School; and

BE IT RESOLVED:

THAT the Clerk be directed to forward a copy of this resolution to: Prime Minister Justin Trudeau; Premier Doug Ford; Minister of Crown-Indigenous Relations Marc Miller; Minister of Indigenous Services and MP Patty Hajdu; Minister of Indigenous Affairs Greg Rickford; Primate of the Anglican Church of Canada Linda Nicholls; MPP Kevin Holland, MPP Lise Vaugeois; the Survivors' Secretariat; the Federation of Canadian Municipalities (FCM); the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario with an invitation to adopt a similar resolution.

**Carried****Defeated****Amended****Deferred**

Signature

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



MUNICIPALITY OF SHUNIAH

420 Leslie Avenue, Thunder Bay, Ontario P7A 1X8

Phone: (807) 683-4545 Fax: (807) 683-6982

Email: shuniah@shuniah.org www.shuniah.org

July 13th, 2022

The Honourable Doug Ford
Premier of Ontario
Minister of Intergovernmental Affairs
Premier's Office
Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Via Email: doug.fordco@pc.ola.ca

Dear Premier Ford:

RE: Letter of Support – The County of Hastings and The Municipality of Brighton – Expanding the Amber Alert System

Please be advised that, at its meeting on June 12th, 2022, the Council of the Municipality of Shuniah resolved to support the resolution adopted June 30th, 2022 by the County of Hastings, and the resolution adopted June 20th, 2022 by the Municipality of Brighton.

A copy of the above noted resolution is enclosed for your reference and consideration.

Yours truly,

Kerry Bellamy
Clerk
KB/jk

Cc:

Hon. Michael Kernzer, Solicitor General of Ontario
Mr. Thomas Carrique, Commissioner of the OPP
Hon. Patty Hajdu, MP Thunder Bay Superior North
Hon. Marcus Powlowski, MP Thunder Bay Rainy River
Hon. Lise Vaugeois, MPP Thunder Bay Superior North
Hon. Kevin Holland, MPP Thunder Bay-Atikokan
Association of Municipalities of Ontario
All Ontario Municipalities



COUNCIL RESOLUTION

Resolution No.: 247-22

Date: Jul 12, 2022

Moved By: *D. Burt*

Seconded By: *D. Burt*

THAT Council hereby supports the resolution from the County of Hastings and Municipality of Brighton regarding the request to make the necessary changes to the Amber Alert System and create a new alert called the Draven Alert, which will protect those persons of special needs or circumstances who leave the caregivers or locations and potentially put themselves at risk;

AND THAT the Clerk be directed to forward a copy of this resolution to Premier Doug Ford; Solicitor General of Ontario Michael Kernzer; Commissioner of the Ontario Provincial Police Thomas Carrique; local MP's Patty Hajdu and Marcus Polowski and local MPP's Lise Vaugeois and Kevin Holland; the Association of Municipalities of Ontario (AMO) and to all municipalities in Ontario.

☒ **Carried**

☐ **Defeated**

☐ **Amended**

☐ **Deferred**

Wendy Larche
Signature

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



P.O. Box 76, Fort Frances, Ontario P9A 3M5
www.fortfranceslakers.com

July 19, 2022

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

Dear Mayor and Council:

Re: IFK Ice Time

I am writing to you on behalf of the Fort Frances Lakers Junior "A" hockey team. Last season we practiced from 2:00-3:30 p.m. in the IFK rink at a rate considered "non-prime ice." This season I have requested and have been given ice time on the same rink from 7:00-8:30 a.m. and will be charged at a "prime time rate." Being a non-profit team, community owned and operated by volunteers, I am requesting council provide the Lakers at a non-prime rate for this time. To the best of my knowledge there are no other interested parties during this time of the day.

Thank you all in advance for your consideration and we look forward to a rate that we can all be happy with as the new season approaches. Thank you for your time.

Sincerely,

Gary Silander, President
Fort Frances Lakers

cc. FFL Board of Directors



July 06, 2022

Premier Ford
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

Honourable Premiere Ford,

Re: Grey Highlands Council resolution 2022-421 – Support for the Town of the Blue Mountains motion re: Voter's List Information for Candidates

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

2022-421

Dane Nielsen, Tom Allwood

That Council receive the correspondence from the Town of the Blue Mountains for information; and

That Council direct staff to forward a letter of support to all those indicated in the resolution from the Town of the Blue Mountains and the Association of Municipalities of Ontario.

By a vote of 7-0, CARRIED.

Yea: Dane Nielsen, Paul McQueen, Aakash Desai, Paul Allen, Tom Allwood, Cathy Little, and Danielle Valiquette

Nay: None.

The Municipal Elections Act states in s. 23(4) (emphasis added):

Copies for candidates

(4) On the written request of a certified candidate for an office, the clerk shall provide him or her with the part of the voters' list that contains the names of the electors who are entitled to vote for that office. 1996, c. 32, Sched., s. 23 (4); 2016, c. 15, s. 17 (2).

The Municipality of Grey Highlands

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

This wording limits Municipal Clerks from providing mailing addresses to candidates who may wish to send out candidate information to the electorate within their municipality and has provided confusion amongst those wishing to interpret this legislation. It is the hope that through this campaign, that the Ministry of Municipal Affairs and Housing will conduct a review of this section of the legislation to provide the clarity being sought and potentially amend the legislation to allow for the release mailing addresses of the electorate in addition to the names provided to Candidates.

I have attached the original motion from the Town of The Blue Mountains for your information.

If you require anything further, please contact this office.

Sincerely,

Raylene Martell

Raylene Martell
Director of Corporate and Legislative Services/Municipal Clerk
Municipality of Grey Highlands

Encl.

Cc: All Ontario Municipalities via email
Minister of Municipal Affairs and Housing via email: Steve.Clark@pc.ola.org
Canadian Civil Liberties Association via email: administration@ccla.org
Association of Municipalities of Ontario via email: resolutions@amo.on.ca

The Municipality of Grey Highlands

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



The Town of The Blue Mountains Council Meeting

Title: Mayor Soever Notice of Motion May 10, 2022

Date: Tuesday, May 24, 2022

Moved by: Mayor Soever

Seconded by: Councillor Hope

WHEREAS it is in the best interest of good government and the democratic process that all Ontarians have access to candidate information during the upcoming municipal elections; and,
WHEREAS the clerks of some municipalities do not supply the mailing addresses of voters on the voters list to candidates, thereby limiting the access of voters who have mailing addresses outside the municipality to candidate information, effectively disenfranchising them;
BE IT RESOLVED THAT the Council of the Town of The Blue Mountains expresses its support for the inclusion of the mailing addresses of voters on voter's lists provided to candidates;
AND THAT a copy of this resolution be sent to all municipalities in Ontario to ask for their support;
AND THAT a copy of this resolution be sent to the Premier of Ontario and the Minister of Municipal Affairs and Housing;
AND THAT a copy of this resolution be sent to the Canadian Civil Liberties Association

YES: 6

NO: 0

CONFLICT: 0

ABSENT: 1

The motion is Carried

YES: 6

Mayor Soever

Deputy Mayor Bordignon Councillor Hope

Councillor Matrosovs

Councillor Sampson

Councillor Bill Abbotts

NO: 0

CONFLICT: 0

ABSENT: 1

Councillor Uram



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

July 5, 2022

Attention: Mayor and Council

NOMA Board Meeting Summary Report for June 28, 2022

Strategic Plan: NOMA has submitted application to NOHFC to obtain funding for a Project Officer to assist with completing some of the goals outlined in the Strategic Plan

Gas Tax Resolution

Erwin Butikofer reported on the Gas Tax Resolution and how it affects seasonal residents that are not included in the census. The Municipality of Neebing has lost roughly \$625000 since its inception by seasonal residents not being included in census which is used to secure funding. He recommends a review of the program and its faults. It was clarified that the gas tax is not based on number of households but rather individuals residing at their primary residence. Infrastructure is being impacted by seasonal residents, but they are not getting accounted for in the gas tax formula. Municipalities still pay levies on seasonal houses, but they do not get to count it in gas tax. A discussion occurred about approach including looking at the formula to look at cost of household vs population or to increase the gas tax to account for seasonal residents. Wendy Landry will bring this issue to discussion at next AMO Board Meeting.

FONOM, NOSDA, and NOMA Joint Research Paper with NPI

Over the next 3 years, NPI will work with our organizations to research how to implement the 8 strategies that were outlined in the paper "Solving the Homelessness, Addictions, Mental Health Crisis in the North". We will ensure balance between NOMA and FONOM regions as our issues differ, especially with respect to indigenous population not receiving support needed (avoid a pan-northern approach) and we will include our indigenous neighbours in discussions to capture their perspective in the research. The next paper will focus on the following 3 strategies with the goal being to create a how to guide for our organizations and the municipalities we represent to implement each goal: Amend the Health Protection and Promotion Act, 1990 to define a Northern Service Hub and provide additional funding to make it available in communities; Support new and existing culturally sensitive community housing facilities for Indigenous peoples; and Establish a Northern Mental Health and Addictions Centre of Excellence to address the unique challenges of service and program delivery in Northern Ontario.

AMO Delegations

It was determined that the issues we will bring forward for AMO delegations include: OMPF, Railway Crossings, Public Health and EMS, and Sale of Crown Land. NOMA will not be moving forward with WSER issue.

Northern Ontario Transportation Task Force Update

Their next step is to secure someone to write quarterly and final report. NAN and Deputy Grand Chief are now involved. The next Meeting is on July 5th.

NPI Request for NOMA Support

NOMA will make a one-time donation to NPI of \$1,500 to cover \$500 per year over the next 3 years to aid the sustainability of the organization as their funding model was significantly reduced.

Municipal Association/League Updates:

KDMA – The District Service Board is conducting a housing survey with municipalities to decide what the housing needs are. Crown land is still an issue. RN's are now looking for more incentive to remain in community and we need ability to attract and retain.

Executive Director Report:

NOMA hosted our first Learning Morning on May 25th. The presentations are available to view on NOMA's YouTube channel. If you have any ideas for next Learning Morning, please contact Andrea Strawson.

Issue Tracker Updates:

Issue tracker items were reviewed for relevancy to decide if they will remain on list.

WSER Regulation Dechlorinating Wastewater has been removed from the list and Policing Costs will be taken over by KDMA.

ED will write KDMA a letter to support this issue and a NOMA member will participate in their AMO delegation to show support.

Mining – The Mayor of Timmins is the new Mining Minister. There is still the issue of acquisition of mining claims and tailing ponds. PDAC Mining Conference will take place June 13-15. There may be value in NOMA municipalities securing a table at the conference to share issues. It would be in addition to Red Lake's booth and ED will look into getting a booth for 2023.

NOSM: Physician Recruitment – Wendy Landry and Andrea Strawson are sitting on committees to select a chancellor and board of directors. Fred Mota expressed that the Red Lake ER has and will continue to need to close. NOSM is not sending residents to Red Lake and there are different pay grades based on their contract. Smaller communities with hospitals can't pay the incentives that larger communities can and without doctors' young families will not move here. Therefore, we need a fair playing field for all hospitals in the North and we need to push NOSM to get physicians in the North. Once the Board of Directors and Chancellor have been selected, ED will secure a meeting with NOSM. Ability to bill OHIP is an issue.

Energy - The IESO has a form online for comments on their energy plan.

The next NOMA Board meeting will take place on **Sunday August 14th, 2023**, in **Ottawa**.

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

Sincerely,



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



NOTICE OF PASSING OF A ZONING BY-LAW AMENDMENT BY COUNCIL FOR THE TOWNSHIP OF ALBERTON

TAKE NOTICE that the Council for the Corporation of the Township of Alberton passed By-law No. 18/22 on the 13th day of July, 2022, under Section 34 of the *Planning Act*, R.S.O. 1990 as amended.

PURPOSE AND EFFECT OF BY-LAW #28/22:

The purpose of the application is to amend the Zoning By-Law 10/17 to recognize the existing legal non-conforming recycling and waste transfer facility uses by permitting same as an Exception under Section 4.1.3 on the Subject Lands, as illustrated on the Key Map. The effect of the application is to permit continuation of the existing recycling and waste transfer facility uses.

PROPERTY LOCATION:

The Subject Lands, located at 174 Highway 11/71 in Alberton, and are legally described as Parcels 20212 and 21863, Part Lot 5 River Range, being Part 3 Plan RR320 and Part 1 Plan 48R405, Crozier, Municipality of Alberton, PIN 56021-0399 (LT), as shown more particularly on the Key Map.

AND TAKE NOTICE that any person or public body may appeal to the Ontario Land Tribunal in respect of the By-law by filing with the Clerk of the Corporation of the Township of Alberton by not later than the 8th day of August, 2022 a notice of appeal, setting out the reasons in support of the appeal, accompanied by the fee prescribed under the *Ontario Land Tribunal Act* (\$1,100.00 payable to the Minister of Finance).

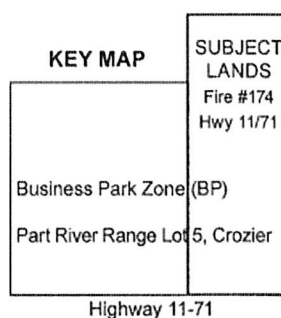
Only individuals, corporations and public bodies may appeal a By-law to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or the group on its behalf.

No person or public body shall be added as a party to the hearing of the appeal unless, before the By-law was passed, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Ontario Land Tribunal there are reasonable grounds to add the person or public body as a party.

The complete By-law is available for inspection during normal office hours at the Alberton Township Office located at 3 Highway 611 South in the Township of Alberton.

DATED: July 19, 2022

Dawn Hayes, CAO/Clerk-Treasurer
Corporation of the Township of Alberton
RR#1 – B2, 3 Highway 611 South
Fort Frances, Ontario P9A 3M2
Phone: 807-274-6053
Fax: 807-274-8449





TOWN OF FORT FRANCES

MINUTES

SESSION NO. #21

April 18, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on April 18, 2022 from 8:30 a.m. to 8:36 a.m.

PRESENT: Chairperson, W. Brunetta, Councilor A. Hallikas

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

REGRETS: Councilor J. McTaggart, Mayor, J. Caul (ex-officio)

1. **Call to Order - Session no. 21/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 20 - 21 March 2022 - Accepted as presented
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 SPC02-2020 Planning Report - PDEC 2022 - C. Vangel to move item forward to Council meeting of April 25, 2022.
6. **Outstanding Items - none**
7. **Information**
 - 7.1 PDEC Report - March By-Law Stats - Accepted as presented
8. **In-Camera - none**
9. **Adjourn @ 0836 hrs / Next Meeting Date - 02 May 2022**

Executive Committee Chair

Secretary, Planning & Development Executive Committee



TOWN OF FORT FRANCES

MINUTES

SESSION NO. 22

May 2, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on May 2, 2022 from 8:30 a.m. to 9:14 a.m.

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

ALSO PRESENT: C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk and BMI representatives, M. LePage and R. Coulbeck

REGRETS: F. Anwar, CAO

1. **Session # 22 - called to order @ 8:30 a.m./Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 21 - 18 April 2022 - Amendment needed. Corrected version will be brought forward to next meeting.
4. **Items Referred from Council**
 - 4.1 B2-2022 Zoning By-law amendment - 1229 Cornwall Avenue (Lagoon Property). Discussion held. BMI representatives M. LePage and R. Coulbeck were in attendance virtually to answer further queries from the Committee. Committee members in support of solar project. Noise mitigation study recommended prior to any decision being made. Awaiting receipt of further information, item to be brought back to a future PDEC meeting.
5. **New Business - none**
6. **Outstanding Items - none**
7. **Information - none**
8. **In-Camera - none**
9. **Adjournment: 9:14 a.m./ Next Meeting Date 16 May 2022**

Executive Committee Chair

Secretary, Planning & Development Executive Committee



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #50

July 4, 2022

The meeting of Community Services Executive Committee of the Town of Fort Frances was held virtually and in the Committee Room on July 4, 2022 from 10:30 a.m. to 10:44 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Tyler Young, Recreation and Culture Manager, Faisal Anwar, C.A.O.

ALSO PRESENT:

1 Call to Order (Session #50) / Roll Call

2 Disclosure of Conflict of Interest and the General Nature Thereof - None

3 Approval of Agenda as presented.

3.1 Session no 49 - 04 April 2022 - Approved as presented

4 Items Referred from Council - None

5 New Business

5.1 Terms of Reference (Museum Advisory Committee) - Approved, with the following amendments:

Section #15 - "Term" - the term should coincide with the term of Council. Therefore, instead of November 30th, it should read "...The appointment will commence upon passing of the appointment resolution and will expire no later than November 15th in an election year, unless otherwise specified.

Section #15 - "Term" - the following point needs to be added "...if a member sits out for a term, they are permitted to serve another two terms."

Section #16 - third bullet point - would like to ensure that there is clarity on how reports are brought to Council from the Committee. Reports are brought *through* the Recreation & Culture Manager.

6 Information - None

7 In-Camera - None

8 Adjournment @ 10:44 a.m.

9 Date of Next Meeting - August 2nd, 2022

M.Behan, Executive Committee Chair

T. Young, Recreational and Culture Manager



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #24

May 17, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on May 17, 2022 from 12:00 p.m. to 12:08 p.m.

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

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

REGRETS:

1. **Roll call - Session no. 24 called to order @ 12:00 p.m.**
2. **Disclosure of pecuniary interest and the general nature thereof**
 Councilor Brunetta disclosed an interest in item 5.2 as this is her per diem requests to attend the NOMA Board Meeting and Conference in Fort Frances on April 27-29, 2022
 Councilor Behan disclosed an interest in item 5.4 as this is his per diem requests to attend the NOMA Board Meeting and Conference in Fort Frances on April 27-29, 2022
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 22 - 19 April 2022 (Amended) - Accepted as presented
 - 3.2 Session no 23 - 03 May 2022 - Accepted as presented
4. **Items Referred from Council**
 - 4.1 CORR: Northwestern Ontario Sports Hall of Fame Annual Membership and Fundraising Campaign - Committee supportive of cause. Item to move forward to Council meeting of 24 May 2022.
5. **New Business**
 - 5.1 2221 - R. Wiedenhoeft NOMA - Accepted as presented. Item to move forward to Council meeting of 24 May 2022.
 - 5.2 2222 - W Brunetta NOMA - Councilor Hallikas assumed the position of Chairperson. Councilor Brunetta disclosed an interest in item 5.2 as this is her per diem requests to attend the NOMA Board Meeting and Conference in Fort Frances on April 27-29, 2022. Item accepted as presented and will move forward to Council meeting of 24 May 2022.
 - 5.3 2223 J McTaggart NOMA - Accepted as presented. Item to move forward to Council meeting of 24 May 2022.
 - 5.4 2224 M Behan NOMA - Conflict identified by Behan. Move forward to Council. Councilor Behan disclosed an interest in item 5.4 as this is his per diem requests to attend the NOMA Board Meeting and Conference in Fort Frances on April 27-29, 2022. Item accepted as presented and will move forward to Council meeting of 24 May 2022.
 - 5.5 2022 Q1 to Council - reserve funds. Update to committee. Committee thanked Dawn for report. Item to move forward to Council meeting of 24 May 2022

- 6. Outstanding Items - none
- 7. Information
 - 7.1 Fire Rescue Service April 2022 Report - Chief Moffitt provided an overview of his report. Committee accepted report as presented.
- 8. In-Camera - none
- 9. Adjourn / Next Meeting Date - MONDAY, JUNE 6, 2022 (Please note the change in date)
Meeting adjourned at 1208 hrs

Executive Committee Chair

F. Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #25

July 5, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on July 5, 2022 from 12:00 p.m. to 12:35 p.m.

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

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

REGRETS:

1. **Session no 25 - Call to Order/Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 24 - May 17, 2022 - Approved as presented
4. **Items Referred from Council**
 - 4.1 Safe Communities Request - Original request of .25 per capita was denied in 2020 due to many groups conducting similar requests. Ask has changed since original presentation. New request includes .95 per capita. Increase discussed. Committee in support of .25 per capita with the caveat that the group report back to advise purpose of funds. Expense to be taken from the Council Public Relations budget line. Suggestion brought forth that SC consider applying for future Moffat Funding to cover expenses.
5. **New Business**
 - 5.1 2231 - MOS 804 Scott Street - Approved as presented
 - 5.2 2232 - MOS 1107 Kings Highway - Approved as presented
 - 5.3 2233 - MOS McIrvine Road N - Approved as presented
 - 5.4 2234- PRAN 838 Huffman Court 2022 - Approved as presented
 - 5.5 2235- PRAN Union Gas Distribution Lines - Approved as presented
 - 5.6 2236- PRAN 427 Mowat Ave - Approved as presented
6. **Outstanding Items - None**
7. **Information - None**
8. **In-Camera - None**
9. **Adjourn / Next Meeting Date - August 2, 2022**

Executive Committee Chair

F. Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #10

July 6, 2022

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 6, 2022 from 8:30 AM to 9:19 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, F. Anwar, CAO, C. Miller, Environmental Superintendent

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on May 18, 2022 - the minutes were approved as circulated.

4 New Business

4.1 Investing in Canada Infrastructure Program (ICIP) Green Stream - Transfer Payment Agreement - the administration report was approved as presented.

4.2 Transitioning of Blue Box Operations to Circular Materials Ontario - the administration report was approved as presented.

4.3 Award of RFP 2022-OF-12 - 52 Canadians Electrical - the administration report was recommended as presented.

4.4 Purchase of Mobile Generator - the administration report was recommended as presented.

- 4.5 NOHFC Change Request - the administration report was recommended as presented.
- 4.6 January 2022 Drinking Water Systems Monthly Summary Report - the January 2022 report was approved as circulated.
- 4.7 February 2022 Drinking Water Systems Monthly Summary Report - the February 2022 report was approved as circulated.
- 4.8 March 2022 Drinking Water Systems Monthly Summary Report - the March 2022 report was approved as circulated.
- 4.9 April 2022 Drinking Water Systems Monthly Summary Report - the April 2022 report was approved as amended.
- 4.10 May 2022 Drinking Water Systems Monthly Summary Report - the May 2022 report was approved as circulated.

5 Information

- 5.1 Fort Frances Wastewater Treatment Facility April 2022 Monthly Report - the April 2022 Wastewater Report was received and will be forwarded to Council as information only. No action required.
- 5.2 Fort Frances Wastewater Treatment Facility May 2022 Monthly Report - the May 2022 Wastewater Report was received and will be forwarded to Council as information only. No action required.
- 5.3 Airport Statistics 2022 - the Airport Stats for 2022 were received and will be forwarded to Council as information only. No action required.
- 5.4 Sewer and Water Data for 2022 - the Sewer and Water Data was received and will be forwarded to Council as information only. No action required.
- 5.5 Tonnage at Landfill Site 2022 - the Landfill Stats for 2022 were received and will be forwarded to Council as information only. No action required.

6 Adjourn / Next Meeting Date

- 6.1 Adjournment 9:19 a.m.

Next meeting August 3, 2022

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #1January 5, 2022

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on January 5, 2022 from 1200 hrs to 1250 hrs.

PRESENT: Chairperson D. Judson, Councillors M. Behan and J. McTaggart

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

REGRETS: Mayor J Caul, F Anwar, CAO

1. **Call to Order @ 1200 hrs / Roll call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 10 - 08 December 2021 - Approved as presented
4. **Items referred from Council**
 - 4.1 Tax Incentives - Discussion involved Municipal piece. J. Ruppenstein to take presentation back to next meeting of Fort Frances Power Board. Intent is to update Council at meeting scheduled for 24th January 2022 and move through stages as quickly as possible further to input from FFPC in February.
5. **New Business - none**
6. **Outstanding Items**
 - 6.1 Fort Frances International Bridge - no updates for this meeting
 - 6.2 Winnipeg to Thunder Bay Tourism Route Initiative - RRFDC working with web master on 3 or 4 different routes. Provincial launch to be determined.
 - 6.3 Ranier Bridge - CN response received. No further developments at this point.
 - 6.4 Cross Border Fishing Activity - no updates for this meeting
 - 6.5 Labour Force Shortages - no updates at this meeting
7. **Information**
 - 7.1 EDEC Monthly Report - T. Drysdale provided an overview of report
8. **In-Camera - none**
9. **Adjourn @ 1255 hrs/ Next Meeting Date 09 February 2022**

Executive Committee Chair

F. Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #2

July 6, 2022

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on July 6, 2022 from 12:00 to 1:11 p.m..

PRESENT: Councillors M. Behan and J. McTaggart, W. Brunetta, Mayor J. Caul (ex-officio)

ALSO PRESENT: F. Anwar, CAO, J. Ruppenstein, FFPC, G. Gillon, RRFDC, C. Vangel, CBO, K. Haney, Deputy Clerk

REGRETS:

1. Call to Order @ 1200 hrs/Roll Call

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

3. Approval of Previous Committee Minutes

3.1 Session no 1 - 05 January 2022 - Accepted as presented

4. Items Referred from Council - None

5. New Business

5.1 Election of Chair and Vice Chair - Election of Chair and Vice-Chair

The Deputy Clerk opened the floor for nominations for the position of Chair person. Councillor McTaggart was nominated and accepted the nomination. No other nominations were received.

Subsequently the floor was opened for nominations for the position of Vice Chair. Councillor Brunetta was nominated and accepted the nomination. No other nominations were received.

5.2 Priorities - short & long term

- Hiring of EDO - Planning to advertise position next week
- RRFDC Report - Geoff to add on a go forward basis
- Strategic objectives of this committee - What's the purpose and what are we trying to achieve/accomplish. Terms of Reference to be reviewed next meeting
- Develop economic growth strategy over next five years
- Immigration pilot project - attraction and retention

5.3 Forest Biomass Action Plan

- RRFDC update to follow
- Biomass action plan. RRFDC to obtain further insight on process of unmarketable wood

5.4 Erin Crescent Residential Lots - Building Incentives

- Marketing objectives. Discussion re signage, advertising, potential fee waivers. CAO and CBO to discuss further options and bring back back to next meeting to present to Council for endorsement.

5.5 Unmarketable wood - Tied in with biomass item

- 5.6 Micro Grid Study - Power Corp CEO to update further.
- 5.7 Business Retention & Succession Planning - Discussion re involvement of EDO position and Chamber of Commerce.
- 5.8 Immigration Benefits for Northern Ontario - Mayor Caul has communicated with Ministerial Association and Kiwanis Club and will follow up re further contacts.
- 5.9 Small Business Diversification - Discussion re business retention/expansion strategies to attract different types of businesses. Charging stations downtown could benefit surrounding area. Community improvement plan could have incentives in place. On hold until EDO person in place.
- 5.10 Downtown revitalization - Important for new EDO as this area has to be strong. Attract new businesses downtown. Make more vibrant. Need to promote downtown as a place to stop.

6. Outstanding Items - None

- 6.1 Fort Frances International Bridge - Discussion held. Item to be removed from agenda.
- 6.2 Winnipeg to Thunder Bay Tourism Route Initiative - RRFDC to obtain further info for next meeting.
- 6.3 Cross Border Fishing Activity - Item to be removed from agenda
- 6.4 Labour Force Shortages - Ties into Immigration and Business diversification program. To be added to a list for EDO to determine labor market shortages.
- 6.5 Tax Incentive Zone - Presentation conducted at ROMA. Acknowledgement received. Will redo at AMO. Seeking assistance from the province re reduction of industrial tax rates.

7. Information - None

8. In-Camera - None

9. Adjourn @ 1:11 p.m./ Next Meeting Date - August 3rd, 2022

Executive Committee Chair

F, Anwar, CAO



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #1

May 5, 2022

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held in the Committee Room - Civic Centre and virtually on May 5, 2022 from 12:00 p.m. to 12:37 p.m.

PRESENT: Chairperson, Debbie McTaggart, Councillor W. Brunetta, Councillor A. Hallikas, Gord McBride

ALSO PRESENT: S. Wier (RRDSSAB), K. Haney, Secretary

REGRETS: G. Beadle

1. Session no 1 - Call to Order @ 1200 hrs/Roll Call

2. Approval of Agenda as presented

2.1 Fort Frances Non-Profit Housing Agenda dated May 5, 2022

22 Hallikas-McBride THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the May 5th, 2022 agenda as prepared.

CARRIED

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

4. Approval of Previous Minutes

4.1 Session no 4 - 15 December 2022

23 Brunetta - McBride THAT the Fort Frances Municipal Non-Profit Housing Corporation Board of Directors approve the minutes of the Board Meeting dates December 15, 2021 as presented.

CARRIED

5. Items Referred - none

6. New Business

6.1 Encana discussion with Sean Elbourne - Sean provided a summary of his presentation and answered questions from Committee. Committee discussed obtaining reports on a quarterly basis as opposed to annual basis. Sean advised there are currently 3 advisors and that reports are available on request. The board thanked Sean for his presentation.

6.2 Financial statements - November & December 2021 and January & February 2022 - accepted as presented

24 Hallikas - McBride THAT the Fort Frances Municipal Non-Profit Housing Corporation Board of Directors recommend to Council approval of the current year 1st Quarter Financial Statements for the months of November and December 2021 and for the months of January and February 2022 for the Fort Frances Non-Profit Housing Corporation.

CARRIED

6.3 Draft Budget 2022 - Sandra Wier provided an overview of capital budget. Accepted as presented.

25 McBride - Brunetta THAT the Fort Frances Municipal Non-Profit Housing Corporation Board of Directors approve the 2022 Draft Budget FFMNP and FFMNP 2022 Draft Capital as presented.

CARRIED

7. Standing Items - none

8. In-Camera - none

9. Adjourn / Next Meeting Date - 30 June 2022

9.1 The meeting adjourned at 12:37 p.m.

26 Hallikas - Brunetta THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the motion to adjourn the meeting of May 5, 2022.

CARRIED

President / Chairperson

Secretary



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #12

June 24, 2022

The meeting of Police Services Board of the Town of Fort Frances was held in the Civic Centre and virtually on June 24, 2022 from 8:30 AM p.m. to 8:30 a.m.

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

REGRETS: G. Rogozinski

ALSO PRESENT: G. Lecuyer, Clerk, Acting Operations Manager Jim Mills, S/Sgt Shawn Crabbe

REGRETS: K. Haney

1. Call to Order @ 8:30 a.m. hrs /Roll Call
Session #12

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

3. Approval of Agenda

3.1 Session #12 - 24 June 2022 Agenda

1 THAT the Police Service Board approve the June 24, 2022, agenda as prepared

CARRIED

Result:	CARRIED
Mover:	Linda Hamilton
Second:	June Caul

4. Approval of Previous Board Minutes

4.1 Session no 10 - 06 May 2022 (Amended)

2 THAT the minutes of the Board meeting being Session No. 10 dated 06 May 2022 having been typed and distributed to members now be approved as amended

CARRIED

Result:	CARRIED
Mover:	June Caul
Second:	Linda Hamilton

4.2 Session no 11 - 27 May 2022

3 THAT the minutes of the Board meeting being Session No. 11 dated 27 May 2022 having been typed and distributed to members now be approved

CARRIED

Result:	CARRIED
Mover:	Linda Hamilton
Second:	June Caul

5. New Business

5.1 Ontario Provincial Police - Police Services Board Survey

The Board unanimously agreed to alter the agenda to start with the Commander's Report followed by the Board Survey. The Board went over on the Survey and provided the answers to the questions. The Deputy Clerk is to submit the Survey on behalf of the Board by the deadline.

6. Standing Items

- 6.1 Detachment Commander's report
Jim Mills from the OPP Detachment in Fort Frances resented the monthly May 2022 report to the Board. OPP Shawn Crabbe also provided further information on upcoming new recruits and marine policing update.

A discussion occurred on reviewing options relating to a mental health strategy. Mayor Caul will provide further information on the subject. It was noted that the Community Safety Well Being Group could assist.

- 4 THAT the Town of Fort Frances Police Services Board receive the May 2022 and Detachment Commander’s report as reviewed by Staff Sergeant J. Mills and Inspector Crabbe O.P.P. Rainy River District.

CARRIED

Result:	CARRIED
Mover:	June Caul
Seconder:	Linda Hamilton

7. Next Meeting Date
September 23, 2022

8. In-Camera - None

9. Adjournment

- 9.1 The meeting adjourned at 9:32 p.m.

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

CARRIED

Result:	CARRIED
Mover:	Linda Hamilton
Seconder:	June Caul