



## **REGULAR COUNCIL MEETING AGENDA**

September 26, 2022 5:30 PM

MEETING - Council Chambers , Civic Centre

Session 102

Microsoft Teams meeting

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Page

### **1. COUNCIL MEETING**

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 and 5.4

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

4 - 13

- 3.1 Regular Council Meeting Minutes Session 100 of Sept 12, 2022 and Special Council Meeting Minutes Session 101 of Sept 16, 2022

**Recommendation:** THAT the meeting minutes of Council Meeting Session No. 100 dated Sept 12, 2022 and the Special meeting minutes Session 101 of Sept 16, 2022 having been typed and distributed be approved..

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

14 - 18

- 4.1 Committee of the Whole meeting minutes Session No. 105 dated Sept 12, 2022 having been typed and distributed be approved.

**Recommendation:** THAT the meeting minutes of Committee of the Whole being Session No. 105 dated Sept 12, 2022 having been typed and distributed be approved.

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

19 - 22      5.1      Section 357/358 Application for 1325 Sixth Street East

**Recommendation:** THAT Council approve Report # AR-22-0056 for the adjustment of taxes for the period August 29, 2022 to December 31, 2022 under Section 357/358 of the Municipal Act for property located at 1325 Sixth Street East.

23 - 41      5.2      Information Technology Resources Policy

**Recommendation:** THAT Council of the Town of Fort Frances agrees with the recommendation of Administration from Item AR-22-0054 to implement the Information Technology Resources Policy as drafted.

**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:

- By-Law 53-22 being a By-Law to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and Her Majesty the Queen in Right of Canada for funding under the Permanent Public Transit Program - Active Transportation Fund.) -- La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design
- By-Law 54-22 being to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and WSP Canada Inc) GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project
- By-Law 55-22 being to authorize the execution of an Agreement between Tess's Kitchen and the Corporation of the Town of Fort Frances re: (Canteen Operator).

THAT By-Law 53-22 being a By-Law to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and Her Majesty the Queen in Right of Canada for funding under the Permanent Public Transit Program - Active Transportation Fund.) -- La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith

59 - 64      6.3      GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

THAT By-Law 54-22 being a By-Law to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and WSP Canada Inc) GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith

65 - 75      6.4      Agreement for the Provision of Canteen Services at the Memorial Sports Centre

THAT By-Law 55-22 being to authorize the execution of an Agreement between Tess's Kitchen and the Corporation of the Town of Fort Frances re: (Canteen Operator) be introduced, read and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith

**7. New Items: None**

**8. Information Correspondence:**

76 - 85      8.1      CORR: Northwestern Health Unit - Public Health Modernization

86 - 88      8.2      CORR: Municipality of Sioux Lookout Resolution: Potential Redistribution of Federal Ridings Advocacy

89 - 92      8.3      CORR: Town of Rainy River Resolution Electoral Boundary

93 - 94      8.4      CORR: Northern Ontario Business: Norther Chambers Call on Elections Canada to reject electoral boundary changes

95 - 96      8.5      CORR: Township of La Vallee Resolution Federal Electoral Boundaries

97            8.6      CORR: Gravenhurst Resolution: Strong Mayors

98 - 100     8.7      CORR: Township of Adjala-Tosorontio Resolution Strong Mayors

101 - 102    8.8      CORR: Township of EMO Resolution: Federal Electoral Boundary Changes

103          8.9      CORR: Township of Pickle Lake Resolution: Federal Electoral Boudaries

104 - 106    8.10     CORR: Ontario Strengthening the Community of Fort Frances and the Township of Alberton

**9. Minutes of Local Boards / Committees:**

107 - 110    9.1      Operations and Facilities Executive Committee Meeting Minutes of the August 3, 2022

111 - 112    9.2      Fort Frances Municipal Non-Municipal Non-Profit Housing Meeting Minutes, Session 2 - June 30, 2022

**10. In-Camera: None**

**11. ADJOURNMENT**

11.1      The Council Meeting adjourned at \_\_\_\_\_ p.m.

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



SESSION NO.100

MINUTES

TOWN OF FORT FRANCES

September 12, 2022

The meeting of Council of the Town of Fort Frances was held in the Council Chambers, the Committee Room and Virtually on September 12, 2022

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

REGRETS: J. McTaggart

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, T. Rob, Manager of Operations & Facilities, Jeremy Hughes, Manager of Information Technology, T. Young Recreations and Culture Manager, Alyssha Hansma, Human Resources Manager

**1. COUNCIL MEETING**

(Session No. 100) to immediately follow the Committee of the Whole

## 1.1 Call to Order / Roll Call

Mayor Caul called the Meeting to order at 6:41 p.m. a moment of silence for the passing of queen elizabeth and welcomed King Charles III.

## 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

1070 **Recommendation:** THAT the following Consent items be approved:  
Committee of the Whole Items ~~5.1~~, 5.2, 5.3 and 5.4  
as amended.

CARRIED

COW 5.2  
Lame Duck Council

CON-1070 **Recommendation:** THAT Council receive the report number AR-22-0026 from the Municipal Clerk / Returning Officer advising that the Council of the Town of Fort Frances effective August 19 to November 14 2022 is now deemed Lame Duck as defined in the Act  
As amended.

CARRIED

COW 5.3  
Letter from La Verendrye General Hospital Auxiliary re: Request to waive calendar parking Nelson Street

CON-1070 THAT Council approval of this report AR-22-0043 will authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the La Verendrye General Hospital Auxiliary event. being held October 16th, 2022, from 2:00pm to 4:00pm.

CARRIED

COW 5.4 Letter from Fort Frances Senior’s Centre re: Request to waive calendar parking in the 400 & 500 blocks of Nelson Street

CON-1070 THAT Council approval of this report AR-22-0044 will: authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the Seniors’ Fair being held October 26th, 2022 from 9:00am to 4:00pm.

CARRIED

3. Approval of Council Minutes: \*

3.1 Regular Council Meeting Minutes Session 098 of August 8, 2022 and Special Council Meeting Minutes Session 099 of August 18, 2022

1070 **Recommendation:** THAT the meeting minutes of Council Meeting Session No. 098 dated August 8, 2022 and the Special meeting minutes Session 099 of August 18, 2022 having been typed and distributed be approved..

CARRIED

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

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

4.1 Committee of the Whole meeting minutes Session No. 104 dated August 8, 2022 having been typed and distributed be approved.

1071 **Recommendation:** THAT the meeting minutes of Committee of the Whole being Session No. 098 dated August 8, 2022 having been typed and distributed be approved. as amended

CARRIED

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

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

5.1 Section 357/358 Application for 842 Second Street East

1072 **Recommendation:** THAT Council approve Report # AR-22-0031 for the adjustment of taxes for 2022 under Section 357/358 of the Municipal Act for property located at 842 Second Street East.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Seconders:</b>	Andrew Hallikas

5.2 Justyna Garbos, Project Manager, WSP Canada Inc, - Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review

1073 **Recommendation:** THAT the deputation from Justyna Garbos, Project Manager, WSP Canada Inc regarding the Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review be received as information

CARRIED

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

5.3 Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of an battery energy storage facility at the Lagoon property.

- 1074 **Recommendation:** THAT the deputation from Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of an battery energy storage facility at the Lagoon property be received with appreciation AND THAT the request be referred to the CBO\Planner for a recommendation

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Seconder:</b>	Douglas Judson

5.4 Minutes of Settlement for 838 Huffman Court (2020)

- 1075 **Recommendation:** THAT Council approve Report # AR-22-0033 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period December 9, 2020 to December 31, 2020 with a total impact of \$82.53.

CARRIED

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

5.5 Minutes of Settlement for 838 Huffman Court (2021)

- 1076 **Recommendation:** THAT Council approve Report # AR-22-0035 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period January 1, 2021 to December 31, 2021 with a total impact of \$1,339.57.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Seconder:</b>	Andrew Hallikas

5.6 Minutes of Settlement for 401-405 Scott Street (2022)

- 1077 **Recommendation:** THAT Council approve Report # AR-22-0036 thereby processing the request for reconsideration minutes of settlement for the property located at 401-405 Scott Street for the period January 1, 2022 to December 31, 2022 with a total impact of \$1,387.44.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Seconder:</b>	Wendy Brunetta

5.7 Office of the Clerk Status Update and Reconciliation Policy / Plan

- 1078 **Recommendation:** THAT Council receive report AR-22-0027 from the Municipal Clerk relating to the Office of the Clerk Status Update and the Reconciliation Policy/Plan as information AND THAT the reconciliation policy be postponed to be included in the new strategic plan with input and mandate for the First Nations Relations Advisory Committee

CARRIED

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

5.8 Establishment of the 2022 Municipal Election Compliance Audit Committee

- 1079 **Recommendation:** THAT Council approval of this report AR-22-0025 from the Municipal Clerk / Returning Officer will agree to proceed with the enactment of a By-Law to establish the legislated required Compliance Audit Committee for the 2022 Municipal Elections

CARRIED

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

- 5.9 Award of RFP-CSEC-01 - Provision of Canteen Services at the Memorial Sports Centre

- 1080 **Recommendation:** THAT the Council receive report AR-22-0039 and approves the award of RFP-CSEC-01 to Tess Coish, proprietor of Tess's Kitchen; and FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Michael Behan
<b>Seconder:</b>	Douglas Judson

- 5.10 Active Transportation Fund Grant Agreement

- 1081 **Recommendation:** THAT the Council of the Town of Fort Frances approve Report # AR-22-0029 and agree to enter into a funding agreement with her majesty the Queen in right of Canada for the acceptance of funding under the Permanent Public Transit Program – Active Transportation Fund Grant Agreement for the La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design; and

FURTHER THAT the authorizing by-law be brought forward to a future meeting of Council where the Mayor and Clerk will be authorized to execute the agreement on behalf of the Corporation.

CARRIED

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

- 5.11 Former Mill Properties Conceptual Land Use Plan - Resolution of Support

- 1082 **Recommendation:** THAT Council of the Town of Fort Frances approve Report # AR - 22-0030 and supports, in general, the Conceptual Land Use Plan for the Former Mill Properties as prepared by Scatliff + Miller + Murray May 2022.

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Rick Wiedenhoeft
<b>Seconder:</b>	Douglas Judson

- 5.12 GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

- 1083 **Recommendation:** THAT Council approval of report AR-22-0028 will agree to entering into a geospatial data license agreement with WSP to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review THAT the associated fees relating to the data as outlines in the User Fee By-Law be waived AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

CARRIED

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

6. By-Laws:

6.1 By-Laws to be enacted:

- 1084 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:
- By-Law 50-22, being a by law to authorize the execution of an agreement with Miller Group; re: Tender 2022-OF-10 – 2022 MSHW Service Provider
  - By-Law 51-22, being a by law to authorize the execution of an agreement with Winnipeg Airport Services Corp; re: RFP 2022-OF-13 – Internal Quality Assurance Audit Service for the Fort Frances Airport Safety Management System
  - By-Law 52-22, being a by-law to appoint a Joint Compliance Audit Committee

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Seconder:</b>	Wendy Brunetta

7. New Items:

7.1 Rainy River District Municipal Association Annual AGM and Conference Schedule September 21st, 2022 at 7:00 p.m. in Chapple, ON ( Councillor Behan)

- 1085 **Recommendation:** THAT Council approved the attendance of the following Council members to the Rainy River District Municipal Association Annual AGM and Conference Scheduled September 21st, 2022 at 7:00 p.m. in Chapple, ON AND THAT Pier Diems and Travel be permitted in accordance with the remuneration By-Law
- All Council members have been approved to attend.

CARRIED

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

7.2 Federal Electoral Boundaries (Councillor Judson)  
Recorded vote called by Councillor Judson

Motion to Amend 1086 THAT Motion 1086 be amended to strike out "with which Fort Frances-area municipalities have often found their economic interests at odds";

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Wendy Brunetta
<b>Seconder:</b>	Douglas Judson

1086 **Recommendation:** WHEREAS the Federal Electoral Boundaries Commission for Ontario (“Commission”) released its proposed redistribution of federal riding boundaries in August 2022;

WHEREAS Northern Ontario would lose a seat in the House of Commons under the proposed redistribution;

WHEREAS the previous redistribution caused the Rainy River District to be joined into a riding with the City of Thunder Bay, ~~with which Fort Frances-area municipalities have often found their economic interests at odds;~~

WHEREAS the new proposed distribution intends to further combine the main municipal population centres of the current Kenora and Thunder Bay—Rainy River



ridings, further eroding effective representation for the rural and outlying communities of the Rainy River and Kenora districts;

WHEREAS the current proposal has been criticized as impractical and unfair for northern communities by both current and former MPs from across Northern Ontario, from all 3 major political parties;

WHEREAS the proposed redistribution fails to recognize the economic, historic, and cultural distinctions across the region and the rural-urban population divide between Thunder Bay and smaller centres in the Northwest;

WHEREAS the Northern Policy Institute has conducted research which confirmed that the Kenora and Rainy River districts are in a distinct economic region from Thunder Bay; and

WHEREAS the Commission has called for written submissions from citizens and stakeholders on its proposed redistribution by September 25, 2022;

THEREFORE IT IS RESOLVED THAT Council of the Town of Fort Frances (“Council”) conveys the following comments as submissions to the Commission:

- 1.Council is concerned by the loss of northern representation in the proposed redistribution and is of the view that 10 seats ought to be reserved for the north to account for its geographic, economic, and social diversity;
- 2.Council is concerned that the Town of Fort Frances’ new proposed federal riding of Kenora—Thunder Bay—Rainy River fails to account for the vast geography of the region and the economic, historic, political, and demographic differences between the Kenora-Rainy River districts and the City of Thunder Bay;
- 3.Council is of the view that the current proposal creates boundaries for the purpose of adhering to a population formula without fully accounting for the unique geographic, economic, and cultural realities of northern communities and their different community interests;
- 4.Council is of the opinion that effective representation for the Northwest requires that travel times, Indigenous territorial boundaries, community history, provincial boundaries, and economic regions be reflected in federal electoral boundaries;
- 5.If the current 10 seats for Northern Ontario is not maintained, Council suggests that consideration be given by the Commission as to whether the City of Thunder Bay ought to be contained within a single riding in order to give more effective representation to rural and smaller communities in the region;
- 6.Council directs the administration to send a copy of this resolution to the Commission with a covering letter, by email (ON@redecoupage-federal-redistribution.ca); and
- 7.Council directs that a copy of this resolution be sent to:
  - a.the Northwestern Ontario Municipal Association;
  - b.all municipalities in the Kenora and Rainy River districts; and
  - c.the current MPs for Northwestern Ontario (eric.melillo@parl.gc.ca, patty.hajdu@parl.gc.ca, and marcus.powlowski@parl.gc.ca).

CARRIED.

<b>Result:</b>	<b>CARRIED.</b>
<b>Mover:</b>	Douglas Judson
<b>Seconder:</b>	Andrew Hallikas

<b>Ayes:</b>	Andrew Hallikas, Douglas Judson, Wendy Brunetta, June Caul, Michael Behan, and Rick Wiedenhoeft
<b>Absent:</b>	John McTaggart

**8. Information Correspondence:**

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

- 8.1 CORR: Owen Sound Resolution: Changes to the Amber Alert System
- 8.2 CORR: Letter re: Open U.S. - Canada Border
- 8.3 CORR: Town of Wasaga Beach Resolution re: Strong Mayors, Building Homes Act

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

**10. In-Camera:**

- 10.1 Council proceeds in-Camera at 7:25 p.m.  
The following Staff members were present:  
Item 1. Cody Vangel, CBO/ Planner, Faisal Anwar, CAO and Gabrielle Lecuyer, Clerk  
Item 2 & 3. Alyssa Hansma, HR Manager, Faisal Anwar, CAO and Gabrielle Lecuyer, Clerk  
Item 4 Clare Brunetta Legal Counsel, Faisal Anwar, CAO and Gabrielle Lecuyer, Clerk  
Item 5 Gabrielle Lecuyer, Clerk

1087 THAT Council now meet in-camera in order to address a matter pertaining to:

**1. Industrial Park Land Disposition**

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

**2. Ongoing Legal matter**

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;
- (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;

**3. Labour Relations Matter**

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;
- (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;

**4. RTR and Point Park Litigation (3 items)**

- (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;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;

5. CAO Performance Appraisal - Update

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Second:</b>	Wendy Brunetta

11. Public Session Resumes: 9:06 p.m.

Mayor Caul reported out of the closed session, that Council discussed all matters as listed on the closed meeting agenda and provided direction to Staff and Legal Counsel to proceed as directed.

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

12.1 Closed Meeting Minutes Approval July 11, Aug 8 and Aug 18, 2022

1095 **Recommendation :** THAT the closed meeting minutes of the Council dated July 11, 2022, August 8, 2022 and August 18, 2022 having been typed and distributed be approved

CARRIED

<b>Result:</b>	<b>CARRIED</b>
<b>Mover:</b>	Douglas Judson
<b>Second:</b>	Andrew Hallikas

13. ADJOURNMENT

13.1 The Council Meeting adjourned at 8:31 p.m.

1096 THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED



TOWN OF FORT FRANCES

MINUTES

SESSION NO.101

September 16, 2022

The Special meeting of Council of the Town of Fort Frances was held in the Council Chambers, the Committee Room and Virtually on September 16, 2022

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

ALSO PRESENT: F. Anwar, CAO, Gabrielle Lecuyer Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, A. Hansma, HR. Manager

**1.1 COUNCIL**

- 1 Call to Order  
Mayor Caul called the special meeting to order at 12:00 p.m.
- 2 Disclosure of pecuniary interest and the general nature thereof  
Councillor Wiedenhoeft declared a conflict relating to the subject matter on today's agenda.

**1.2 IN-CAMERA**

- 3 Council proceeds in-Camera at 12:01 p.m.
- 1097 Recommendation: THAT Council now meet in-camera in order to address a matter pertaining to:
  - Labour Relations Matter(d) labour relations or employee negotiations;  
(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

CARRIED

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

**1.3 Public Session Resumes: 12:36 p.m.**

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

- 5 National Day of Mourning - September 19, 2022  
Councillor Judson called for a recorded vote
- 1099 **Recommendation:** THAT on the recommendation of Administration, Council approve the closure of the Municipal Offices and buildings on September 19, 2022 to recognize the National Day of Mourning as per the terms of the Collective Agreements and applicable policies.

DEFEATED

<b>Result:</b>	<b>DEFEATED</b>
<b>Mover:</b>	Andrew Hallikas
<b>Seconder:</b>	Wendy Brunetta
<b>Ayes:</b>	Douglas Judson
<b>Nays:</b>	Wendy Brunetta, Andrew Hallikas, June Caul, Michael Behan, and John McTaggart

<b>COI:</b>	Rick Wiedenhoeft
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1.5     **ADJOURNMENT**

6            The Special meeting of Council adjourned at 12: 40 p.m.

1100    THAT this Special meeting of the Council of the Town of Fort Frances be now closed.

**CARRIED**

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



SESSION NO. #105

TOWN OF FORT FRANCES  
COMMITTEE OF THE  
WHOLE

REPORT September 12, 2022

A meeting of the Committee of the Whole of Council was held in the Committee Room and Council Chambers, Civic Centre and virtually.

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

REGRETS: John McTaggart

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, T. Rob, Manager of Operations & Facilities, T. Young, Recreation & Culture Manager and A. Hansma, HR Manager

**1. Call to Order**

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

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

There were no declaration of pecuniary interest

**3. Delegations/Deputations:**

3.1 Section 357/358 Application for 842 Second Street East  
 The applicant was not present. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council approve Report # AR-22-0031 for the adjustment of taxes for 2022 under Section 357/358 of the Municipal Act for property located at 842 Second Street East.

3.2 Justyna Garbos, Project Manager, WSP Canada Inc, - Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review  
 Mrs. Garbos presented virtually the Town of Fort Frances expected development stages of the New Official Plan and Comprehensive Zoning By-Law Review project. Council was provided an opportunity to ask questions and request clarification. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT the deputation from Justyna Garbos, Project Manager, WSP Canada Inc regarding the Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review be received as information

3.3 Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of a battery energy storage facility at the Lagoon property. Mitch Lepage present in the Chambers and other presenters Rob Coulbeck and Alex Eidson attended virtually. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT the deputation from Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of an battery energy storage facility at the Lagoon property be received with appreciation AND THAT the request be referred to the CBO\Planner for a recommendation

4. Council Reports on Board & Committee Activity:

- 4.1 Mayor Caul - Verbal Update  
Mayor Caul provided condolences with respect to the passing of Her Majesty the Queen as well as condolences to all impacted by the tragedy at James Smith Cree Nation. Mayor Caul providing welcoming remarks to King Charles the III. She reported on her attendance at the grand opening La Verendrye alternative housing and St. Mary's events.
- Councillor McTaggart - Verbal Update - Absent
- Councillor Judson - Verbal Update - No report
- Councillor Wiedenhoeft - Verbal Update - No report.

5. Consent Agenda:

- 5.1 Approval of Consent Agenda:
- 236 **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 (as amended), 5.3 and 5.4
- CARRIED
- |                  |                 |
|------------------|-----------------|
| <b>Result:</b>   | <b>CARRIED</b>  |
| <b>Mover:</b>    | Andrew Hallikas |
| <b>Seconder:</b> | Michael Behan   |

5.2 Lame Duck Council

**Recommendation:** THAT Council receive the report number AR-22-0026 from the Municipal Clerk / Returning Officer advising that the Council of the Town of Fort Frances effective August 19 to November 14 2022 is now deemed Lame Duck as defined in the Act  
As amended.

5.3 Letter from La Verendrye General Hospital Auxiliary re: Request to waive calendar parking Nelson Street

THAT Council approval of this report AR-22-0043 will authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the La Verendrye General Hospital Auxiliary event. being held October 16th, 2022, from 2:00pm to 4:00pm.

5.4 Letter from Fort Frances Senior’s Centre re: Request to waive calendar parking in the 400 & 500 blocks of Nelson Street

THAT Council approval of this report AR-22-0044 will: authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the Seniors’ Fair being held October 26th, 2022 from 9:00am to 4:00pm.

6. Administration and Finance Division:

Page 3 of 5

- 6.1 Section 357/358 Application for 1325 Sixth Street East  
There was no questions or comments. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

- 237 THAT Council approve Report # AR-22-0056 for the adjustment of taxes for the period August 29, 2022 to December 31, 2022 under Section 357/358 of the Municipal Act for property located at 1325 Sixth Street East.

- 6.2 Minutes of Settlement for 838 Huffman Court (2020)\  
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council approve Report # AR-22-0033 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period December 9, 2020 to December 31, 2020 with a total impact of \$82.53.

- 6.3 Minutes of Settlement for 838 Huffman Court (2021)  
There was no questions or comments. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council approve Report # AR-22-0035 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period January 1, 2021 to December 31, 2021 with a total impact of \$1,339.57.

- 6.4 Minutes of Settlement for 401-405 Scott Street (2022)  
There was no questions or comments. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council approve Report # AR-22-0036 thereby processing the request for reconsideration minutes of settlement for the property located at 401-405 Scott Street for the period January 1, 2022 to December 31, 2022 with a total impact of \$1,387.44.

- 6.5 Office of the Clerk Status Update and Reconciliation Policy / Plan  
A brief discussion occurred relating to mandated policies. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council receive report AR-22-0027 from the Municipal Clerk relating to the Office of the Clerk Status Update and the Reconciliation Policy/Plan as information  
AND THAT the reconciliation policy be postponed to be included in the new strategic plan with input and mandate for the First Nations Relations Advisory Committee

- 6.6 Establishment of the 2022 Municipal Election Compliance Audit Committee  
Clarification was provided relating to the composition of the Committee. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council approval of this report AR-22-0025 from the Municipal Clerk / Returning Officer will agree to proceed with the enactment of a By-



Page 4 of 5

Law to establish the legislated required Compliance Audit Committee for the 2022  
Municipal Elections

## 7. Community Services Division:

- 7.1 Award of RFP-CSEC-01 - Provision of Canteen Services at the Memorial Sports Centre  
There was no discussion or comments . The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT the Council receive report AR-22-0039 and approves the award of RFP-CSEC-01 to Tess Coish, proprietor of Tess's Kitchen; and  
FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

## 8. Planning and Development Division:

- 8.1 Active Transportation Fund Grant Agreement  
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT the Council of the Town of Fort Frances approve Report # AR-22-0029 and agree to enter into a funding agreement with her majesty the Queen in right of Canada for the acceptance of funding under the Permanent Public Transit Program – Active Transportation Fund Grant Agreement for the La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design; and

FURTHER THAT the authorizing by-law be brought forward to a future meeting of Council where the Mayor and Clerk will be authorized to execute the agreement on behalf of the Corporation.

- 8.2 Former Mill Properties Conceptual Land Use Plan - Resolution of Support  
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

**Recommendation:** THAT Council of the Town of Fort Frances approve Report # AR - 22-0030 and supports, in general, the Conceptual Land Use Plan for the Former Mill Properties as prepared by Scatliff + Miller + Murray May 2022.

## 9. Operations and Facilities Division:

- 9.1 GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project  
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

THAT Council approval of report AR-22-0028 will agree to entering into a geospatial data license agreement with WSP to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review

THAT the associated fees relating to the data as outlines in the User Fee By-Law be waived

AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

- 9.2 Verbal Update on Capital Projects

Page 5 of 5

Travis Rob Manager of Operations and Facilities provided a verbal update on capital projects as follows:

- 1. Memorial Sports Centre:
  - 52 Canadians Sprinkler System
  - Weight Room and Cardio Room Flooring
- 2. Mowat Avenue
- 3. Kings Highway

10. Information:

The following items were received.

- 10.1 Financial Statements for the period ending August 31, 2022
- 10.2 CORR: May to July 2022 Complaints Register
- 10.3 Fire Rescue Services - July 2022 Report
- 10.4 The following items were received.

11. ADJOURNMENT

- 11.1 THAT the meeting adjourned at: 6:38 p.m.

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

CARRIED

Result:	CARRIED
Mover:	Douglas Judson
Seconder:	Michael Behan

## ADMINISTRATIVE REPORT

**Subject: Section 357/358 Application for 1325 Sixth Street East**

**Date: September 26, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ISSUE:

The attached 357/358 Application for reconsideration of assessment and adjustment of taxes was received. It is due to the house being demolished and the shed being moved, thus leaving vacant residential land.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approve Report # AR-22-0056 for the adjustment of taxes for the period August 29, 2022 to December 31, 2022 under Section 357/358 of the Municipal Act for property located at 1325 Sixth Street East.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

1. Authorize the adjustment of taxes for August 29, 2022 to December 31, 2022 under Section 357/358 of the Municipal Act located at 1325 Sixth Street East.
2. Object to the application.

### HISTORY:

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357(5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make a presentation to council.

### ANALYSIS:

The impact to the 2022 taxes is a reduction of \$209.29 of which \$193.31 is education and \$15.98 is municipal.

### SUPPORTING DOCUMENTS:

[AR-22-0056- 357-358 1325 Sixth St E](#)

## Application made under Sec 357/358/359 of the Municipal Act, 2001

### MPAC's RESPONSE

Owner name(s)	CROWE, MARVEL ANITA CALDER, PETER LUTED
Roll number	5912-030-007-12800-0000
Property location	1325 SIXTH ST E
Property description	PLAN SM27 LOT 18 PCL 17-1
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	August 30, 2022
Claim relief period	<b>From: August 29, 2022 - To: December 31, 2022</b>
Taxation year	2022

#### Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR RU R T	46,500	50,000	47,375	48,250	49,125	50,000
<b>Total</b>	<b>46,500</b>	<b>50,000</b>	<b>47,375</b>	<b>48,250</b>	<b>49,125</b>	<b>50,000</b>

#### Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR VL R T	18,135	19,500	18,476	18,818	19,159	19,500
<b>Total</b>	<b>18,135</b>	<b>19,500</b>	<b>18,476</b>	<b>18,818</b>	<b>19,159</b>	<b>19,500</b>

#### MPAC Remarks

MPAC has updated the property to vacant residential land.

<i>MPAC Representative:</i>	Mark Cawston
<i>Date:</i>	August 31, 2022

SECTION <input checked="" type="checkbox"/> 357 / <input type="checkbox"/> 358 / <input type="checkbox"/> 359 APPLICATION TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD		Application/Appeal #: Taxation Year: <u>2022</u>
Municipality: <u>TOWN OF FRANCES</u>		Roll Number: <u>59.12.020.007.158.00</u>
Property Address: <u>1325 SIXTH STE</u>		Applicant Name: <u>MARVEL CROWE</u>
Owner Name: <u>MARVEL CROWE</u>		Contact Number: _____
Mailing Address: <u>1325 SIXTH STE</u> <u>FEON IXI</u>		Alternative Number: <u>877-0080</u>
Email Address: _____		

Reason for s357 application: (Check <u>one</u> box – applicable to s357 only)	
<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a) <input type="checkbox"/> Became exempt – 357(1)(c) <input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i) <input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii) <input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b) <input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1) <input type="checkbox"/> Mobile unit removed – 357(1)(e) <input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)

Details of Reason for s357, s358 or s359 application: <u>HOUSE DEMOLITION - SHED</u> <u>TO BE MOVED TO 1324 SIXTH STE</u>	
Effective from: <u>08/29/22</u> to <u>12/31/22</u>	Applicant Signature: <u>M Crowe</u> Date: <u>08/30/22</u> <small>(MM/DD/YY)</small>

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2018 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2018 Base-year CVA	Revised 2016 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTQ</u>			<u>60,000</u>					
Revised:				Reason for Change:				
Reason Original Assessment Revised:								

TREASURER'S REPORT ON TAX LIABILITY					
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy
<u>RTQ</u>	<u>-30,500</u>	<u>0.02003135</u>	<u>125 D</u>	<u>209.29</u>	

Recommended: <input type="checkbox"/> No Adjustment <input type="checkbox"/> Adjustment <input type="checkbox"/> Cancellation <input checked="" type="checkbox"/> Refund		Total Amount: <u>209.29</u>
Comments: _____		
Treasury Position: <u>Treasurer</u> Signature: <u>[Signature]</u> Date: <u>09/26/22</u>		

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:		Hearing Date (MM/DD/YY): <u>09/26/22</u>
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Amended & Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Applicant Did Not Appear <input type="checkbox"/> Application Abandoned		
Reason: _____		
Appeared for Applicant: <u>na</u> Appeared for Municipality: _____		
Signature of Council/ARB Member: <u>[Signature]</u> Name/Title: <u>ARB Rep</u>		

**2022 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS****357 Applications**

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
125	2022	3.7.12800	RTEP	-30,500	0.01850739	0.00153000	-193.31	-15.98						-209.29

## ADMINISTRATIVE REPORT

**Subject:** Information Technology Resources Policy

**Date:** September 26, 2022

**To:** All Members of Council

**From:** Jeremy Hughes, IT Manager



### ISSUE:

Amendments to the [Employment Standards Act, 2000](#) (ESA) require the Town of Fort Frances to implement a written policy with respect to the electronic monitoring of employees by October 11th, 2022.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council of the Town of Fort Frances agrees with the recommendation of Administration from **Item AR-22-0054** to implement the **Information Technology Resources Policy** as drafted.

### STRATEGIC IMPACT:

- *Objective 19 - Improve information technology capacity*

### OPTIONS & ALTERNATIVES:

1. Council authorizes the implementation of the **Information Technology Resources Policy** as drafted.
2. Council denies the authorization.
3. Council provides another direction.

### HISTORY:

On April 11th, 2022, amendments to the **ESA** now require employers that employ 25 or more employees on January 1st of any year to have a written policy on the electronic monitoring of employees in place. In the first year of requirement, employers have until October 11th, 2022 to comply.

New [Part XI.1](#) of the Act imposes requirements on employers to be transparent about whether they electronically monitor employees by:

1. Describing how and in what circumstances that monitoring occurs; and
2. Setting out the purposes for which the information obtained through the electronic monitoring may be used.

## Information Technology Resources Policy

Two existing policies will be consolidated and replaced by the new **Information Technology Resources Policy** (3.20):

- **Internet / Email Acceptable Use Policy** (3.20)
- **Cell Phone Use Policy** (3.25)

### ANALYSIS:

The existing **Internet / Email Acceptable Use Policy** (3.20) does not adequately address evolving requirements and privacy considerations that apply to Users accessing Information Technology Resources and Data.

The existing **Cell Phone Use Policy** (3.25) does not adequately address evolving requirements that apply to Mobile Devices deployed by the Town of Fort Frances to Users.

A new policy was drafted that considers these deficiencies and incorporates the new electronic monitoring requirements under the **ESA**.

This **ESA** does not establish a right for employees not to be electronically monitored by their employer and does not create any new privacy rights for employees. This policy does not change or restrict the ways in which electronic monitoring may take place.

The **Information Technology Resources Policy** will commence on a date no later than October 11th, 2022 and the Town of Fort Frances will provide the policy to all employees within 30 days of the policy's implementation.

### CONSULTATION:

- Town of Fort Frances Senior Management
- Fort Frances Power Corporation Administration
- Fort Frances Power Corporation Board of Directors

### SUPPORTING DOCUMENTS:

[3.20 - Information Technology Resources Policy](#)

[3.20 - Internet Email Acceptable Use Policy](#)

[3.25 - Cell Phone Use Policy](#)





# **FORTFRANCES**

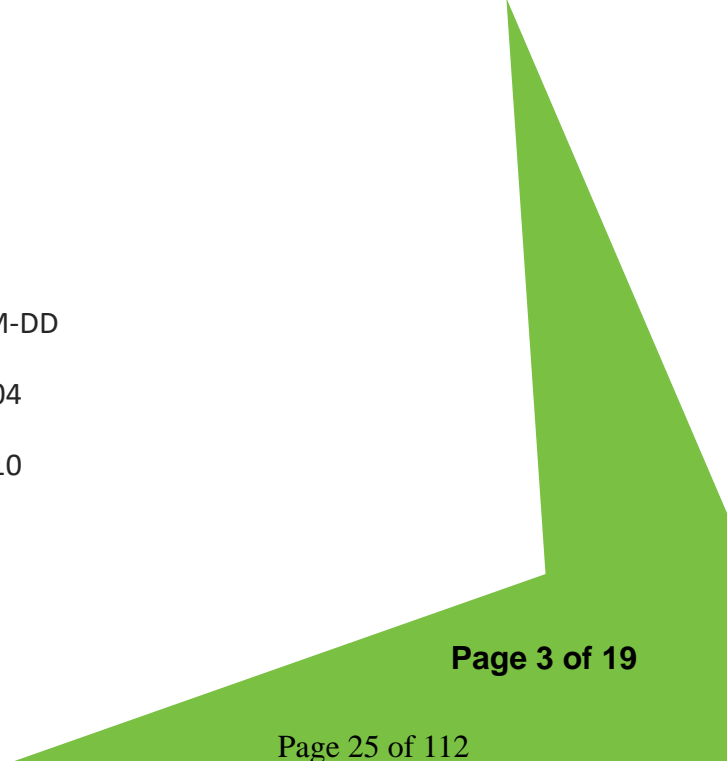
## **BOUNDLESS**

### **INFORMATION TECHNOLOGY RESOURCES**

### **HUMAN RESOURCES 3.20**

# **POLICY**

Created:	2022-09-19
Revised:	2022-09-22
Authorized:	Resolution X on YYYY-MM-DD
Superseded:	Resolution 150 on 2007-04 Resolution 300 on 2009-10



# INFORMATION TECHNOLOGY RESOURCES

## 1. PURPOSE

- (1) This policy establishes controls governing the use of Data and IT Resources provided to Users from the Town by:
  - (a) Identifying the responsibilities of Users;
  - (b) Identifying prohibited User actions and ensuring the primary use of Data and IT Resources is for the Town's business activities;
  - (c) Protecting the confidentiality, integrity, and security of the Town's Data and IT Resources; and
  - (d) Informing Users about electronic monitoring.

## 2. APPLICATION

- (1) This policy applies to all Users who:
  - (a) Create, distribute, access, or manage Data owned by the Town; and
  - (b) Access or manage IT Resources owned or operated by the Town, excluding:
    - (i) Members of the general public interacting with publicly accessible Town services.

## 3. PRIVACY

- (1) The ***Employment Standards Act, 2000*** does not:
  - (a) Establish a right for employees not to be electronically monitored by their employer; or
  - (b) Create any new privacy rights for employees.
- (2) IT Resources are Town property.
- (3) IT Resources are provided to Users only so they can effectively conduct the responsibilities of their role with the Town.
- (4) Users shall not expect privacy with respect to their use of IT Resources. Any use of IT Resources may be reviewed by the Town for the purposes outlined in Section 4.5 of this policy.

## HUMAN RESOURCES

- (5) Data stored on or created using IT Resources is Town property.
- (6) The use of Credentials shall not create a reasonable expectation of privacy or confidentiality of Data.
- (7) Access to Data may be granted to other Users through succession activities.
- (8) Data is subject to relevant legislation and may be accessed by requests through ***The Municipal Freedom of Information and Protection of Privacy Act of Ontario***.

### 4. ELECTRONIC MONITORING

- (1) The ***Employment Standards Act, 2000*** requires the Town to have a written policy on whether the Town electronically monitors employees, including:
  - (a) A description of how and in what circumstances the Town may electronically monitor employees; and
  - (b) The purposes for which information obtained through electronic monitoring may be used by the Town.
- (2) The Town electronically monitors Users.
- (3) Electronic monitoring Data may be captured using live telemetry and historical logs of:
  - (a) Software events, including but not limited to:
    - (i) Any event generated by any operating system or application installed on a Town device; and
    - (ii) Any event generated by any cloud application licensed or operated by the Town;

*(Examples: launching Diamond from a Town workstation, making changes to an inventory record on CityWide from a personal smartphone, etc.)*
  - (b) Network activity, including but not limited to:
    - (i) Attempts to access any Town network, device, or network location;
    - (ii) Information transmitted between any Town device and any network location (including the Internet); and

## INFORMATION TECHNOLOGY RESOURCES

- (iii) Information transmitted between any device connected to a Town network and any network location (including the Internet);

*(Examples: signing into FMW from a Town workstation, uploading an EFT payment to a banking website from a Town workstation, watching YouTube from a personal smartphone connected to the Town's guest network, etc.)*

- (c) Communications, including but not limited to:

- (i) Content and Metadata of emails and other messages sent or received by any Town device;
- (ii) Metadata of emails and other messages sent or received by any device connected to a Town network;
- (iii) Content and Metadata of emails and other messages sent or received by any cloud application licensed or operated by the Town; and
- (iv) Content and Metadata of telephone calls sent, received, or forwarded by any Town telephone connected to a Town telephone system;
- (v) Metadata of telephone calls sent, received, or forwarded by any Town Mobile Device;

*(Examples: chatting through Teams from a Town workstation, sending email from a personal smartphone connected to the Town's guest network, receiving messages through When I Work, receiving voicemail from a desk phone at a Town workstation, timestamped logs of telephone numbers called from a Town smartphone, etc.)*

- (d) Physical movement, including but not limited to:

- (i) GPS locations of Town vehicles and Town Mobile Devices; and
- (ii) Attempts to access any secured Town facility or secured area in a Town facility;

*(Examples: performing snow removal using a monitored Town vehicle, entering the Fire Hall outside of normal business hours, etc.)*

- (e) Video surveillance, including but not limited to:

## HUMAN RESOURCES

- (i) Images recorded by cameras at Town facilities; and
- (ii) Images recorded by Town cameras in public spaces; and

*(Examples: parking a vehicle at the Memorial Sports Centre, walking through the Rainy Lake Square, etc.)*

- (f) Use of input and output devices, including but not limited to:

- (i) Cameras;
- (ii) Scanners; and
- (iii) Printers.

*(Examples: accessing the Town's video surveillance infrastructure, scanning documents from a Town copier to a personal email, printing documents from a Town workstation, etc.)*

- (4) Electronic monitoring Data may be captured at any time.
- (5) Electronic monitoring Data shall be used only for purposes that support the enforcement of this policy, including but not limited to:
  - (a) Protecting Data and IT Resources by investigating any security breaches, network anomalies, or violations of this policy as required;
  - (b) Preventing and responding to inappropriate or illegal activities;
  - (c) Administering Data and IT Resources, evaluating utilization, and planning for future use;
  - (d) Evaluating employee performance and supporting productive work environments; and
  - (e) Fulfilling freedom of information requests through ***The Municipal Freedom of Information and Protection of Privacy Act of Ontario.***

## 5. INCIDENT RESPONSE

- (1) The IT Department shall always maintain unrestricted physical access to all physical IT Resources, excluding:
  - (a) Mobile Devices deployed to Users;

## INFORMATION TECHNOLOGY RESOURCES

- (b) Physical Credentials deployed to Users; and
  - (c) Physical IT Resources deployed within secured Water and Wastewater facilities.
- (2) As necessitated by IT Department procedures, the Town may:
  - (a) Analyze electronic monitoring Data and share that Data with contracted third-party cybersecurity organizations;
  - (b) Limit any use of Data or IT Resources; or
  - (c) Recall, lock, or factory reset Mobile Devices at any time.

## 6. USER RESPONSIBILITIES

### 6.1. COMPLIANCE

- (1) Users shall comply with all Town policies, procedures, and standards while using Data and IT Resources, including but not limited to:
  - (a) The ***Code of Conduct*** (By-Law No. 04/19);
  - (b) The ***Media Communication Policy*** (1.1);
  - (c) The ***Use of Corporate Resources in Election Periods Policy*** (1.17);
  - (d) The ***Employee Conduct Policy*** (3.7);
  - (e) The ***Social Media Conduct Policy*** (3.27);
  - (f) The ***Council / Staff Relations Policy*** (3.32);
  - (g) The ***Workplace Harassment Policy*** (5.34.1); and
  - (h) ***The Ontario Municipal Records Management System*** (By-Law No. 47-16).
- (2) Users shall complete any security and compliance training prescribed by IT Department procedures.
- (3) Users shall immediately report to the IT Department:
  - (a) Any inappropriate use of Data or IT Resources;
  - (b) Any lost, stolen, compromised, or damaged IT Resources; and

## HUMAN RESOURCES

- (c) Any loss, theft, or unauthorized disclosure of Data.
- (4) Users shall comply with any investigation by the Town surrounding their use of Data or IT Resources.
- (5) Users who violate this policy may be subject to appropriate actions, including but not limited to:
  - (a) Restriction, suspension, or revocation of access to Data or IT Resources;
  - (b) Disciplinary measures, up to and including termination of employment;
  - (c) Legal action, including damages, indemnification, or cost recovery; or
  - (d) Prosecution by local, provincial, or federal authorities.

### 6.2. LEGAL OBLIGATIONS

- (1) Users shall comply with the laws and regulations of all applicable jurisdictions while using Data and IT Resources, including but not limited to:
  - (a) *The Criminal Code of Canada*;
  - (b) *The Copyright Act of Canada*; and
  - (c) *The Municipal Freedom of Information and Protection of Privacy Act of Ontario*.
- (2) Users shall adhere to all copyrights, patents, and licensing agreements for intellectual property licensed by the Town.

### 6.3. SECURING CREDENTIALS

- (1) Users shall take every precaution reasonable to ensure their Credentials are always secure.

### 6.4. SECURING DATA

- (1) Users shall utilize Data only for the purposes intended by the Town.
- (2) Users shall take every precaution reasonable to ensure the Data they access is always secure.
- (3) Users shall store and delete Data subject to the *The Ontario Municipal Records Management System* (By-Law No. 47-16).

## INFORMATION TECHNOLOGY RESOURCES

### 6.5. SECURING DEVICES

- (1) Users shall secure unattended devices in a manner that restricts access to them using only authorized Credentials.
- (2) Upon the termination of their role with the Town, Users shall immediately return to the IT Department all physical IT Resources and physical Credentials issued to them by the Town.

### 6.6. SECURING MOBILE DEVICES

- (1) Users may be assigned Mobile Devices to perform their role with the Town as determined by their supervisor in consultation with the IT Department.
- (2) Users shall always maintain the enrollment of Mobile Devices in the Town's Mobile Device Management platform.
- (3) Users shall always maintain the compliance of Mobile Devices with the configuration prescribed by the Town's Mobile Device management platform.
- (4) Users shall take every reasonable precaution, with consideration given to their work environment and assigned tasks, to ensure Mobile Devices are always secure and protected from physical damage.
- (5) Users may be invoiced by the Town for any Mobile Device costs the Town determines to be the result of personal use, including but not limited to:
  - (a) Enhanced device specifications;
  - (b) Usage overages; and
  - (c) Damage.

## 7. PROHIBITED ACTIONS

### 7.1. INAPPROPRIATE ACTIVITIES

- (1) Users shall not use Data or IT Resources for purposes unrelated to the Town's business activities, including but not limited to:
  - (a) Commercial activities;
  - (b) Activities prohibited by Town policies or procedures; or
  - (c) Unauthorized charitable or not-for-profit activities.



## HUMAN RESOURCES

- (2) Users shall not use IT Resources for personal activities while on duty during working hours, including but not limited to:
  - (a) Activities that result in increased costs to the Town;
  - (b) Activities in locations that may disrupt the productivity of other Users;
  - (c) Social telephone calls or communications; or
  - (d) Playing games, watching videos, or browsing the Internet recreationally.
- (3) Users shall not use personal email accounts to conduct the Town's business activities.

### 7.2. HARASSMENT

- (1) Users shall not use Data or IT Resources to engage in harassment, including but not limited to:
  - (a) Cyberbullying;
  - (b) Fraudulent, abusive, malicious, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise inappropriate conduct; or
  - (c) Potentially offensive comments concerning religion, politics, or social policies.

### 7.3. DISRUPTION

- (1) Users shall not circumvent or disclose any security measures implemented by the Town.
- (2) Users shall not share or disclose any Credentials without authorization.
- (3) Users shall not use Data or IT Resources for disruptive purposes, including but not limited to:
  - (a) Unauthorized access to IT Resources;
  - (b) Unauthorized impairment of IT Resources;
  - (c) Unauthorized deployment or removal of IT Resources; or
  - (d) Connecting unauthorized network or storage devices to IT Resources.
- (4) Users shall not leave devices unattended in areas accessible by the public.

## INFORMATION TECHNOLOGY RESOURCES

### 7.4. UNAUTHORIZED DATA USE

- (1) Users shall not access nor attempt to access unauthorized Data, including but not limited to:
  - (a) Data not authorized for use by that User;
  - (b) Data protected under copyright law that is not licensed by the Town;
  - (c) Data that incurs usage fees that is not licensed by the Town; or
  - (d) Data that is obscene.
- (2) Users shall not publish to any print or digital platform any unauthorized Data, including but not limited to:
  - (a) Images, video, or audio of individuals under the age of 18 without written consent of the parents or guardians of those individuals; or
  - (b) Images, video, or audio of individuals over the age of 18 without written consent of those individuals.
- (3) Users shall not store Data on unauthorized devices.
- (4) Users shall not attempt to nor successfully impair or exfiltrate Data.
- (5) Users shall not destroy Data, except where authorized under the ***The Ontario Municipal Records Management System*** (By-Law No. 47-16).

### 7.5. USE OF MOBILE DEVICES

- (1) Users shall not use Mobile Devices when it is unsafe to do so, including but not limited to:
  - (a) Non-firefighter Users operating vehicles;
  - (b) Firefighter Users operating vehicles while not responding to an emergency; or
  - (c) Connecting Mobile Devices to networks that are reasonably expected to be compromised.
- (2) During offboarding procedures, Users shall not retain any telephone numbers of Mobile Devices assigned to them, excluding any telephone numbers released by Users to the Town during onboarding procedures.

## HUMAN RESOURCES

### 8. DEFINITIONS

- **“Authorization”** means approval explicitly obtained from the IT Department, including but not limited to:
  - Configurations of permissions to IT Resources granted by the IT Department in consultation with a User’s supervisor; and
  - Written requests for permissions from a User’s supervisor to the IT Department.
- **“Credential”** means any method of authentication that grants access to otherwise restricted Data or IT Resources, including but not limited to:
  - Physical keys, proximity fobs, or hardware tokens;
  - Passcodes or personal identification numbers;
  - Combinations of usernames and passwords, or security questions and answers; and
  - Biometrics or gestures.
- **“Data”** means records stored on IT Resources, including but not limited to:
  - Documents;
  - Databases;
  - Media files;
  - Communications;
  - Metadata;
  - Location information; and
  - Activity logs.
- **“IT”** means Information Technology.
- **“IT Department”** means the IT Manager and any staff under the direction of the IT Manager.
- **“IT Resource”** means hardware, software, and networks, including but not limited to:

## INFORMATION TECHNOLOGY RESOURCES

- Computing devices, such as servers, desktops, or Mobile Devices;
  - Network devices, such as switches, access points, firewalls, printers, or scanners;
  - Peripheral devices, such as mice, keyboards, docks, headsets, or cameras;
  - Storage devices, such as hard drives, flash drives, tapes, disks, or optical media;
  - Local services, such as applications, phone systems, network bandwidth, or storage; and
  - Cloud services, such as Internet, email, collaboration tools, social media, or other digital assets.
- **“Metadata”** means Data that provides information about other Data, but not the content of that Data.
  - **“Mobile Device”** means portable computing devices, including but not limited to:
    - Laptops;
    - Tablets; and
    - Smart Phones.
  - **“Town”** means the Corporation of the Town of Fort Frances.
  - **“User”** means individuals that access Data or IT Resources, including but not limited to:
    - Councillors;
    - Committee and board members;
    - Staff;
    - Volunteers; and
    - Contractors.

<b><i>The Town of Fort Frances</i></b>	<b>SECTION</b>
	HUMAN RESOURCES
<b><u>INTERNET/EMAIL ACCEPTABLE USE</u></b>  <b><u>POLICY</u></b>	<b>NEW:</b> April 2007
Resolution No. 150 (Consent) 04/07	Supercedes Resolution No.
Policy Number 3.20	<b>PAGE 1 of 4</b>

## I. POLICY SCOPE

This “Internet and Electronic Mail Use Policy” applies to all Town of Fort Frances (hereinafter “Town”) employees, guests and third-parties (hereinafter “Users”) whose access to or use of Internet and email resources is provided by the Town of Fort Frances or available through equipment owned or leased by the Town of Fort Frances, whether or not that access is during normal working hours and whether such access is from the Town of Fort Frances’s premises or elsewhere.

## II. POLICY PURPOSE

This Policy is to establish guidelines and minimum requirements governing the acceptable use of the Town’s Internet and electronic mail (Internet and email) resources.

By the Town establishing and maintaining compliance with this policy, the benefits of these communication tools can be realized while the risks and costs are mitigated. The objectives of this Policy are to ensure that:

- Use of the Town’s email and Internet resources are related to, or for the benefit of the Town;
- Users understand that email messages and documents may be subject to the same laws, regulations, policies and other requirements as information communicated in other written forms and formats;
- Disruptions to the Town’s activities from inappropriate use of the Town’s email and Internet services are avoided; and
- Users are provided guidelines describing their personal responsibilities regarding confidentiality, privacy and acceptable use of the Town’s Internet and email as defined by this Policy.

## III. PRINCIPLES OF ACCEPTABLE USE

As with any resource provided by the Town, Internet and email resources should be dedicated to legitimate Town business activities and governed by rules of conduct similar to those applicable to the use of other information technology resources. The use of Internet and email resources imposes certain responsibilities and obligations on all Users and is subject to the Town’s policies and procedures and all provincial and federal laws.

Acceptable use must be legal and ethical. Acceptable use demonstrates respect for intellectual property, ownership of information, network system security mechanisms, and individuals' rights to privacy and freedom from intimidation, harassment, and unwarranted annoyance. Furthermore, the nature of email raises expectations for a timely response — all Users are urged to read and respond to all email in a prompt and courteous manner.

All Internet and email use shall:

- Respect and uphold the law, including provincial and federal laws and regulations and the laws of other jurisdictions;
- Comply with the Town's stated policies, procedures and standards;
- Be courteous and follow accepted standards of etiquette;
- Protect others' privacy and confidentiality;
- Reflect responsible use of email and Internet resources and;
- Use information technology resources efficiently and productively.

#### **IV. ACCEPTABLE AND UNACCEPTABLE ACTIVITIES**

Acceptable Internet and email activities are those that conform to the purpose, goals, and mission of the Town and to each User's job duties and/or responsibilities. The following list, although not exhaustive, provides examples of *unacceptable* uses:

- Engaging in any illegal activity or using the Town's resources for any illegal purpose;
- Knowingly disseminating harassing, abusive, malicious, sexually explicit, threatening or illegal information, including jokes or cartoons;
- Using the Town's resources for purposes unrelated to the Town of Fort Frances's business activities, such as personal commercial use, advertisements, solicitations or promotions;
- Using the Town's resources to send messages expressing controversial, potentially offensive and/or defamatory comments of individuals, bodies corporate or groups including, but not limited to, religion, politics and social policies;
- Downloading or using the material, software or other intellectual property of others in violation of software licenses, copyright and trademark laws;
- Disclosing any passwords or security means and methods adopted by the Town;
- Allowing unauthorized persons to use the Town's computers or access the Town's network resources
- Attempting to circumvent any security measures put in place by the Town including attempting any unauthorized access to any data or information that is protected by passwords or other security measures
- Downloading or using any software not approved for use by the Town;
- Connecting any unauthorized equipment to the Town's network;

- Accessing any “chat” sessions including but not limited to MSN Messenger, ICQ, IM, etc.

Users may use the Town of Fort Frances’s Internet and email resources for incidental and occasional personal use, subject to the approval of the employee’s supervisor, provided that such use is reasonable in duration and is permitted, does not result in increased costs to the Town of Fort Frances and complies with this Policy, in particular Section V (Other Use).

Furthermore, Users must recognize that electronic correspondence is not inherently private, that messages could be misdirected and that the Town takes no responsibility resulting from the disclosure of private communications occurring over the Town of Fort Frances’s resources. Furthermore, the Town of Fort Frances retains the right to monitor any and all electronic communications and use of the Internet to ensure the integrity of the system and compliance with this Policy and to disclose when required or appropriate.

Furthermore, use of Internet and email resources may be subject to limitations as determined from time to time by the Town’s supervising authority. Users are advised to remove themselves from email and Internet lists not dealing with work-related topics.

## **V. OTHER USE**

All use of the Town’s Internet and email resources for commercial purposes unrelated to the Town or for non-commercial, charitable or not-for-profit uses must first be approved in writing. Any such use must comply with this Policy.

## **VI. PRIVACY CONSIDERATIONS**

Files in Users’ accounts and data on the network are regarded as personal: that is, the Town does not routinely monitor this information. However, the Town reserves the right to view or scan any file, email or software stored on the Town’s systems or transmitted over the Town’s networks and may do so periodically to verify that software and hardware are working correctly, to look for particular kinds of data or software (such as computer viruses or unauthorized software), or to audit the use of the Town’s resources. Potential violations of this Policy that come to the Town’s attention during these and other activities may be acted upon.

Users must not send email messages containing unusually sensitive information over the Internet using any other method than the installed Lotus Notes email system. Furthermore, the Town of Fort Frances must be provided with a copy of all passwords and/or private keys needed to decrypt the communications and install software.

## **VII. SANCTIONS**

Potential violations of this Policy may result in suspension of the User’s access to the Town’s Internet and email resources, followed by review of any costs and/or charges incurred by the Town.

Violations of this Policy may subject Users to the loss of Internet and email privileges and may result in disciplinary action, including termination.

Illegal acts involving the Town’s Internet and email resources may also subject violators to prosecution by local, provincial, and/or federal authorities. Suspected law violations may be referred to police agencies. The Town may seek legal action against any violators, including damages, indemnification and costs.

<b><i>The Town of Fort Frances</i></b>	<b>SECTION</b>
	HUMAN RESOURCES
<b><u>CELL PHONE USE</u></b>  <b><u>POLICY</u></b>	<b>NEW:</b> February 2009 <b>REVISED:</b> October 2009
Resolution No. 300 (consent) 10/09	Supercedes Resol'n No. 17 (Consent) 01/09
Policy Number 3.25	<b>PAGE 1 of 2</b>

## 1. PURPOSE

The purpose of this policy is to offer guidance in the use and application of personal and Town of Fort Frances owned mobile phones.

## 2. AUTHORIZATION

The issuance of a Town of Fort Frances owned mobile phone must be approved by a Division Manager or the CAO. The use of a Town of Fort Frances owned mobile phone is considered a privilege and may be revoked.

Mobile phones will be assigned by need and not every employee will have a mobile phone assigned to them. Each case for a mobile phone will be reviewed individually and the business requirements, safety issues and appropriateness will all be taken into consideration when evaluating the need for a new phone.

Issuance of a mobile phone will be coordinated through the Manager of Information Technology when written (email acceptable) authorization has been provided.

## 3. USE

### Business Use

Any mobile phone owned and issued by the Town of Fort Frances shall have as its primary function, business related uses.

### Personal Use

This policy acknowledges that from time to time, a Town of Fort Frances issued mobile phone may be used for personal calls. As long as this use of the phone is incidental to its primary business use, personal calls are allowed.

If a situation occurs that warrants personal use of a Town of Fort Frances owned mobile phone beyond an incidental nature, the individual shall reimburse the Town, as appropriate.

Personal calls during designated work hours may not be taken at any time when it may disrupt the employee's assigned task / work and / or may compromise the safety of the employee, other employees, or the general public.

Typically, Town of Fort Frances phones may not be used for personal long distance or fee services. However, in an emergency situation, the expense for any such use shall be reimbursed to the Town as soon as possible. When practical, the employee must seek approval from their supervisor.

### Meetings



Any individual using a Town of Fort Frances mobile phone shall use good judgment in how and where the phone is used. Phones taken into meetings shall be turned off or to vibrate. If a call is taken during a meeting, every effort should be made not to disrupt the meeting. Unless a call is specifically related to the topic of discussion, talking on the phone in a meeting is strongly discouraged.

#### Safety

Mobile phones may only be used when safe to do so and in accordance with any existing legislation regarding their use.

#### Use of Personal Owned Cell Phones

Employees not designated to carry a cell-phone for work purposes shall only use a personal cell phone contingent upon permission from his / her supervisor. This permission would be granted for special circumstances based upon personal need.

### **4. PHONE RECORDS**

Every individual Town of Fort Frances owned mobile phone user is responsible for checking the accuracy of their bill before it is processed for payment. Discrepancies in billing data shall be resolved in a timely manner. If a Town of Fort Frances mobile phone is used for personal long distance or fee services, the Town of Fort Frances must be notified and the Town reimbursed.

In situations where cell phone usage exceeds the minutes provided by the cell phone plan a detailed call listing may be requested from the service provider. If it is determined that personal use has resulted a billing for additional minutes the user will be expected to reimburse the Town of Fort Frances for the additional costs. If it is determined that the additional minutes were for business use only then consideration should be given to changing to a plan with more minutes.

### **5. OTHER**

The nature of the technology required to support the wireless mobile telephone is rapidly evolving. Phones may have additional features such as cameras, text messaging, Internet access, etc. The intent of this policy is to apply the principles enumerated herein to any such add – on or accessory feature.

### **6. CELL PHONE AND BLACKBERRY USE WHILE DRIVING**

TOFF requires that all staff comply with applicable laws regarding mobile communications devices. Where operational needs require employees to be responsive to calls while in transit, employees shall pull over and stop the vehicle safely before placing, returning, or answering calls or messages. No attempt at talking, writing, texting, or other activities should be undertaken while in transit (either in personal or Corporation owned vehicles and equipment) that would distract the driver.

Legislation excludes Firefighters while performing their duties.

THE CORPORATION OF TOWN OF FORT FRANCES

BY-LAW NO. XX-22

(Being a By-Law to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and Her Majesty the Queen in Right of Canada for funding under the Permanent Public Transit Program - Active Transportation Fund.) - La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design

**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

**WHEREAS** on September 12, 2022, Council of the Town of Fort Frances approved a report #AR-22-0029 from the Chief Building Official/Municipal Planner recommending that the Town of Fort Frances enter into a funding agreement with Her Majesty the Queen in Right of Canada for funding under the Permanent Public Transit Program - Active Transportation Fund.

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

1. The agreement between the Corporation of the Town of Fort Frances and Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities, for the Canada – The Corporation of the Town of Fort Frances Permanent Public Transit Program – Active Transportation Fund grant agreement for La Verendrye Parkway Expansion - feasibility study and conceptual design attached as schedule “A” to this By-Law is hereby authorized and approved.
1. The Mayor and the Clerk are hereby authorized and directed to execute the said agreement.
2. This by-law shall come into force and effect on the day that it is passed.

Enacted and Passed this 26th day of September 2022.

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

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

**CANADA – THE CORPORATION OF THE TOWN OF FORT FRANCES  
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND  
GRANT AGREEMENT FOR LA VERENDRYE PARKWAY EXPANSION - FEASIBILITY STUDY  
AND CONCEPTUAL DESIGN**

This Agreement is made as of the date of last signature.

**BETWEEN:** **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND**

**[THE CORPORATION OF THE TOWN OF FORT FRANCES]**, continued or incorporated pursuant to the [Municipal Act] (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS** the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund (“the Program”) and wishes to provide financial support to The Corporation of the Town of Fort Frances under this Agreement;

**WHEREAS** the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated March 21, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

**WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this grant agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means May 1, 2023.

“**Communications Activity**” or “**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 this Agreement.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligibility Criteria**” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“**Project**” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“**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.

**1.2 ENTIRE AGREEMENT**

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

**1.3 DURATION OF AGREEMENT**

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

**1.4 SCHEDULES**

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Grant Details
- Schedule B – Eligible and Ineligible Expenditures
- Schedule C – Communications Protocol

**2. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

**3. OBLIGATION OF THE PARTIES**

**3.1 GRANT BY CANADA**

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

**3.2 COMMITMENTS BY THE RECIPIENT**

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to

meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

**3.3 APPROPRIATIONS AND FUNDING LEVELS**

Notwithstanding Canada’s obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown’s main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

**3.4 CHANGES DURING THE LIFE OF THE PROJECT**

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

**4. RECIPIENT REPRESENTATIONS AND WARRANTIES**

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT EITHER “as duly authorized by [BY-LAW OR RESOLUTION REFERENCE], dated [DATE]” OR “by resolution of its Board of Directors, dated [DATE]”];
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment.;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient’s behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient’s ability to carry out the activities

contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;

- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

**5. GRANT PAYMENT(S)**

- a) Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:
  - i. the Parties’ execution of this Agreement; and
  - ii. evidence provided by the Recipient, to Canada’s satisfaction, that the Recipient meets the Eligibility Criteria.

**6. REPORTING**

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

**7. AUDIT AND EVALUATION**

**7.1 RECIPIENT AUDIT**

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

**7.2 EVALUATION**

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

**7.3 CORRECTIVE ACTION**

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

**7.4 RECORD KEEPING**

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

**7.5 ACCESS**

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA’S GRANT

The Recipient will acknowledge Canada’s grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada’s satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada’s opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

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

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages 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 this Agreement or the Project.



**12.3 INDEMNIFICATION**

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner 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;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

**13. GENERAL**

**13.1 SURVIVAL**

The Parties’ rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

**13.2 DEBTS DUE TO THE FEDERAL CROWN**

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

**13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN**

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

**13.4 SET-OFF BY CANADA**

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

**13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**13.6 CONFLICT OF INTEREST**

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

**13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.**

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

**13.8 NO AUTHORITY TO REPRESENT**

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

**13.9 ASSIGNMENT**

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada’s express written consent is void.

**13.10 COUNTERPART SIGNATURE**

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

**13.11 SEVERABILITY**

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

**13.12 AMENDMENTS**

This Agreement, including its schedules, can only be amended in writing by the Parties.

**13.13 WAIVER**

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

**13.14 NOTICE**

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund  
Infrastructure Canada  
180 Kent Street Ottawa Ontario  
ATF-FTA@infc.gc.ca

Recipient:

Cody Vangel  
Chief Building Official & Municipal Planner  
Town of Fort Frances  
320 Portage Avenue, Fort Frances Ontario, P9A 3P9  
cvangel@fortfrances.ca

- b) Such notice will be deemed to have been received:
  - i. in person, when delivered;

- ii. if sent by mail or email, when receipt is acknowledged by the other Party;
  - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

**13.15 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**13.16 GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in **Ontario**. The Parties attorn to the jurisdiction of the Courts of **Ontario** and all courts competent to hear appeals from the Courts of **Ontario**.

**13.17 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

14. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the Town of Fort Frances by [Mayor and Clerk].

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: Marie-Pier Nassif, Senior Director  
Active Transportation and Zero Emission  
Buses, Infrastructure Canada

Per: JUNE CAUL  
MAYOR

Date

[Date]

[If Recipient requires more than one  
signature to execute the agreement,  
use:]

Per: GABRIELLE LECUYER  
MUNICIPAL CLERK

[Date]

SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
  - a) Municipally-owned corporations;
  - b) Provincial or territorial organizations that deliver municipal services; and
  - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
  - a) A band council within the meaning of section 2 of the *Indian Act*;
  - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
  - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada’s national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

The La Verendrye Parkway is located in the Town of Fort Frances and is approximately 3.0km in length and is situated on the beautiful upper Rainy River. The parkway is a forefront attraction for the municipality providing an active transportation route to the Town's Sorting Gap marina, and is utilized by citizens of all ages from all backgrounds to promote healthy active living, as well as the waterfront feature. The intent of this application will be to retain a consultant to conduct a feasibility study and conceptual design work to determine the best routes and opportunities for an approximately 2.3km extension to the parkway along the upper and lower rivers, and to identify opportunities for continuing an active transportation route through the westerly areas of Town. Completion of this study will provide the Town of Fort Frances with a comprehensive plan to be able to connect the east and west ends of Fort Frances with a transportation route spanning the entire Town of Fort Frances. A successful study will allow the Town to choose a "best fit" route, provide conceptual drawings, and provide the capability to plan for land procurement and detailed design works, which will then be put into motion through capital construction works.

As we begin to move forward from the COVID-19 pandemic the need for outdoor activities and health promoting amenities will be crucial to assist Canadians with mental health challenges that may have heightened over the last two years. By planning for the expansion of the La Verendrye Parkway it will put the Town in a better position to prepare for capital construction projects in the near future. Expansion of this parkway will provide an extensive active transportation link for citizens of the Town to enjoy, on the edge of Rainy River, where getting outside into the fresh air along the water can be enjoyed by all. This will allow all citizens to take one step closer to living a healthy and active lifestyle, and if at the very least provide them with a peaceful location to relax, unwind and escape the hectic world we live in.

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,000
Total Eligible Cost	\$50,000

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$0
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$0

**SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES**

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

**SCHEDULE B.1: ELIGIBLE EXPENDITURES:**

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients’ employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
  - There is a lack of private sector capacity to undertake the work; or
  - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient’s employees; or
  - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

**SCHEDULE B.2: INELIGIBLE EXPENDITURES**

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;

- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section B.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;



**SCHEDULE C– COMMUNICATIONS PROTOCOL**  
**INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING**

**PURPOSE**

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

**GUIDING PRINCIPLES**

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

**GOVERNANCE**

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

**JOINT COMMUNICATIONS**

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days’ notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

**INDIVIDUAL COMMUNICATIONS**

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded though the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

**OPERATIONAL COMMUNICATIONS**

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

**MEDIA RELATIONS**

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

**ADVERTISING CAMPAIGNS**

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

THE CORPORATION OF TOWN OF FORT FRANCES

BY-LAW NO. XX-22

(Being a By-Law to approve and authorize the execution of an Agreement between the Corporation of the Town of Fort Frances and WSP Canada Inc) GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

**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

**WHEREAS** on September 12, 2022, Council of the Town of Fort Frances approved a report #AR-22-0028 from the Manager of Operations and Facilities recommending that the Town of Fort Frances enter into an agreement with WSP for the provision of a geospatial data license agreement to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review.

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

- 1. The agreement between the Corporation of the Town of Fort Frances and WSP, for the provision of a geospatial data license attached as schedule “A” to this By-Law is hereby authorized and approved.
- 1. The Mayor and the Clerk are hereby authorized and directed to execute the said agreement.
- 2. This by-law shall come into force and effect on the day that it is passed.

Enacted and Passed this 26th day of September 2022.

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

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

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 day of JULY 2022  
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES  
("The Town of Fort Frances")

- and -  
WSP Canada Inc.  
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

**Town of Fort Frances**

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

*\*\*Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

**LICENSEE**By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Planning Technician

Name (Print): Jeff Knott

Date: 2022/07/28

By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Manager, Urban and Community Planning

Name (Print): Steven O. D. Gammon, MSc PI, MCIP, RPP

Date: July 29, 2022

**DATA LICENSE INFORMATION:**Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Infrastructure and Base Data

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Data Delivery Type:

☐ CD (mail)    ☒ Digital transfer (email)    ☐ hard copy (paper)

*Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.*

2022 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.40; 11" X 17" - \$12.70; 24" X 36" \$31.80

2007 Digital Aerial Photography: \$1272.80 (.ecw format only)

Shapefiles: \$318.30 per infrastructure shapefile layer  
\$318.30 – base map (property lines and address numbers only)

\*prices do not include applicable H.S.T.



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

(BEING A BY-LAW to authorize the execution of an Agreement between Tess's Kitchen and the Corporation of the Town of Fort Frances re: (Canteen Operator).

**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 September 12, 2022 Council received a report No. AR-22-0039 from the Manager of Recreation and Culture to enter into an agreement with Tees's Kitchen;

**AND WHEREAS** The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Tees's Kitchen to provide the services of Concessionaire or Canteen Operator at the Memorial Sports Centre;

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

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

Enacted and passed this 26<sup>th</sup> day of September 2022.

---

G. Lecuyer, Clerk

---

J.Caul, Mayor

THIS AGREEMENT to come into effect the 1<sup>st</sup> day of **October 2022**.

B E T W E E N :

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

hereinafter called the "Town".

- AND -

**TESS'S KITCHEN**

hereinafter called the "Concessionaire, or Operator, or Canteen Operator".

WHEREAS the Town is the owner of the Memorial Sports Centre situated within the Town of Fort Frances;

AND WHEREAS the Concessionaire is desirous of contracting with the Town for the operation of the two (2) Concessions situated within this facility;

NOW THEREFORE, in consideration of the covenants and promises herein contained, the parties hereby agree as follows:

**1. DEFINITIONS**

In all documents forming part of this Contract, unless the context requires otherwise:

"Town Equipment" means the equipment supplied to the Concessionaire on an "as is" basis and owned by the Town as described in Schedule "A".

"Facility" means the buildings within which the concession areas (as are described in the Agreement) are located, includes the entire Memorial Sports Centre.

"Gross Sales" means, when used in relation to any period of time, the entire amount charged by the Concessionaire on all concession sales of merchandise, foods, beverages, services and any other products or services whatsoever which are provided under this Contract during any such period of time whether or not such sales are made on a cash basis or on credit, paid or unpaid, collected or uncollected, including deposits not refunded to customers, but gross sales shall not include, to the degree that the Concessionaire has included them therein:

any sales or excise tax imposed by any government authority and added to the price of a sale or service or absorbed therein and collectable from the customer;

the amount of money recovered on any return of goods to suppliers of the Concessionaire; and

the amount of any credit or refund for any merchandise returned or exchanged or any allowance made for loss of or damage to merchandise sold.

**2. THE CONCESSION**

The Town hereby grants to the Concessionaire/Operator the exclusive rights to sell at the Concessionaire's sole expense, food, beverages, services, and miscellaneous products (subject always to the approval of the Town through the Recreation and Culture Manager), in the concession areas more particularly detailed in section four (4) hereinafter set out. The Concessionaire agrees to operate the concessions and to sell the said food, beverages, services and miscellaneous products during the term of this Agreement in a good and professional like manner subject always to all terms of the Agreement.

### 3. EXCEPTED SALES AND SPECIAL EVENTS

Although the Concessionaire has the authority to sell the products (in the discretion of the Town) that are herein provided in the concession locations specified in section four (4), the Concessionaire acknowledges and agrees as follows:

Circus - The Town has historical arrangements with the Shriners that allow them to sell candy floss, peanuts, plus novelty, and souvenir items.

The Concessionaire must agree and adhere to this stipulation under this contract and any subsequent extensions to other groups as deemed appropriate by the Town.

Socials and Weddings – The Town rents the Auditorium to community members for socials, youth dances, weddings, beer gardens, and banquets where they can provide their own food and beverage or contract to a caterer. It is therefore agreed that the Concessionaire would have the option to provide these services subject to all terms & conditions herein. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein, including the gross sales calculation payable to the Town. The Concessionaire agrees to not limit, inhibit, or otherwise obstruct this past practice.

Festivals and Trade Shows – the Town rents the arenas for a variety of events when the ice is out, including but not limited to Pow-Wows, Employee Appreciation Days, Trade Shows, and the like where the renter provides food and beverage as part of the activities. This agreement will not limit, inhibit, or otherwise obstruct the renter's ability to provide food & beverage for their activities. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein.

### 4. CONCESSION AREAS

The said concession areas, in addition to being detailed below, are more particularly outlined on the plans attached hereto as Schedule "B":

Memorial Sports Centre: Main Foyer contains approximately 64 square meters of concession's space inclusive of receiving and storage area. Ice For Kids Arena concession – 2<sup>nd</sup> floor.

### 5. PAYMENT FOR PRIVILEGES

In consideration of the Concessionaire's rights herein to provide services, the Concessionaire shall pay to the Town \$500 for each month they are in operation during the specified period set out in section nine (9); herein this Agreement sometimes referred to as 'percentage charges'. Canteen services shall operate between the months of October and May for the life of this agreement. Proposed changes to this schedule must be submitted in writing and are subject to approval by the Recreation & Culture Manager.

In the event that this Agreement or the concession privileges hereby granted are terminated prior to the end of the term hereof, the payment to the Town shall be apportioned to the date of termination and paid forthwith by the Concessionaire to the Town, all without prejudice to any other claims entitlement of the Town.

### 6. RECEIPTS FROM CONCESSION OPERATION

The Town shall have the right to have access to all financial information of the Concessionaire in the Facilities, the Concessionaire shall be entitled to retain all receipts derived from the Concession for its own use absolutely.

### 7. ALTERATIONS AND ADDITIONS

The Concessionaire shall not alter, add to, or in any way vary a Concession area or Town property without first obtaining consent in writing of the Town from the Recreation and Culture Manager.

### 8. REPORT OF ACCIDENTS:

The Concessionaire shall give immediate notice to the Town of any accident arising out of the operation of any Concession and any damage to any part of the facility.

TERM

This Agreement shall be for a term commencing on the 1<sup>st</sup> day of October 2022 and terminating on the 30<sup>th</sup> day of June 2024.

9. EQUIPMENT AND FACILITIES

The Town equipment shall be maintained and repaired by the Town. In those circumstances where damage was a direct result of neglect by the concessionaire, any of its employees or agents, the concessionaire shall be solely responsible for repairs. The Concessionaire shall be responsible for any additional or new equipment necessary for the efficient operation of the concessions. The Concessionaire will maintain the premises and fixtures in a clean and wholesome condition at all times. The Concessionaire will not allow refuse or other objectionable material to accumulate on or around the premises and will keep the premises in a clean and tidy condition at all times.

10. COMPLIANCE WITH REGULATIONS

The Concessionaire agrees to comply with all laws and regulations, including Federal, Provincial, Municipal, and all Municipal bylaws and regulations pertaining to the storage and serving of food goods and refreshments. The Concessionaire agrees to comply with all labor and employment laws & regulations in the operation of the concession and will, at his or her own expense, obtain and pay for all required licenses or permits that may be required.

11. COVENANT TO OPERATE

The Concessionaire shall provide its concession services in the concession areas at Memorial Sports Centre during the operating hours and seasons hereinafter set out, the Concessionaire may extend the hours if business demand dictates with the approval of the Town. The Concessionaire may also propose alternate operating hours to correspond with changing business volume. These proposed hours are subject to approval of the Recreation & Culture Manager.

i. OPERATING HOURS

Weekdays 03:30 p.m. to 10:00 p.m. and weekends 08:00 a.m. to 10:00 p.m. These hours are only subject to change in order to meet the program needs of the Sports Centre upon written agreement by both parties. The Concessionaire will ensure that the Canteen is operational during all Laker and Muskie games and tournaments.

ii. CLOSING OF FACILITIES

The Town at all times reserves the right to close the Facilities, or part of them, in the Town's sole and absolute discretion. The Town may consider closing the Facilities during inclement weather, for repairs, or in cases of an emergency. The Town may also close parts of the facility in the event that a season is shortened due to lack of interest in the use of the facility. In such event, the operating hours and days for which the facilities are not opened shall be correspondingly reduced in this agreement.

12. VENDING MACHINES

The Memorial Sports Centre staff will assume the responsibility of the vending machines and they will not be subject to revenue for the concessionaire in any way. The concessionaire hereby relinquishes any right or privilege to the revenue generated by the vending machines and will not otherwise inhibit the ability for such to generate revenue for the facility.

13. OCCUPANCY OF PREMISES

Notwithstanding anything herein contained, the Concessionaire is not and shall not be a tenant of the Town and is not and shall not be entitled to exclusive possession or occupancy of any part of the Facilities or concession areas. The use of the Facilities is limited to their use in order to provide the services under this Contract by the Concessionaire, to the extent necessary to do so and only to that extent. The Town and its authorized personnel shall have access to all parts of the Facilities, including the concession areas without any prior notice for any and all purposes, including, but not limited to Public Health and Fire Inspections. The Town shall use reasonable best efforts not to interfere with the performance of services hereunder.

14. TERMINATION Notwithstanding the foregoing:

- i) Either party to this Agreement shall have the right to terminate this Contract giving fifteen (15) days written notice to the other and neither party, in the event of exercising its right of early termination, shall have to provide any reason whatsoever for terminating the Contract.
- ii) If the Concessionaire is in default hereunder, the Town shall have the right to immediately

terminate this Contract by the delivery of written notice to the Concessionaire, in which case this contract shall be at an end and the parties shall have no further obligations except any outstanding payments due, one to another, save and except.

iii) The Concessionaire shall be responsible for any obligations incurred in this agreement or breaches of this agreement up to date of termination.

iv) The Concessionaire will be obligated to continue to account and provide all information and payments under this Agreement with respect to any net profit made or transacted before the termination hereof.

v) The right of the Town to any and all financial and sales information for the period up to termination will survive beyond the termination of this Agreement for at least one year.

#### 15. DEFAULT

For the purpose of this section, the Concessionaire will be deemed to have defaulted under the terms of this Contract upon incidence of any of the following:

i) The Concessionaire breaches any of the terms or conditions of this contract.

ii) The Concessionaire violates any law, commits or becomes involved in any situation or occurrence which, in the opinion of the Town or Recreation and Culture Manager, would tend to bring the Town into public disrepute or dishonor.

#### 16. VERBAL AND OTHER ARRANGEMENTS

This Contract may not be amended, modified, or in any way changed except by a written document of equal formality herewith.

#### 17. DAMAGE TO PROPERTY OF THE TOWN

In carrying out the operation from its inception and until the conclusion of the same, the Concessionaire shall make good any damage, due to neglect, caused to property of the Town at its own expense.

#### 18. DAMAGES AND INDEMNITY

The Concessionaire shall be responsible for any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees done or caused by it, its employees or patrons, or resulting from the prosecution of the operation or caused by reason of the existence or location or condition of the premises or of any equipment used therein, or which may happen by reason thereof, or any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees whatsoever which may arise as a result of the operations of the Concessionaire, the Concessionaire's servants, agents or employees, or arising or related to the use or the occupation of the concession areas and Facilities or the exercise of any privileges herein granted or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them under and by these conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such claims, demands, damages, lawsuits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees; and in case of the Concessionaire's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of these Conditions, the Town may either with or without notice (except where in these Conditions notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such materials and workers, do such work or things as deemed advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Town from the Concessionaire, and any such action by the Town as herein empowered to take, shall not in any way relieve the Concessionaire from any liability under this Contract.

#### 19. CONCESSIONAIRE'S EQUIPMENT

Equipment and property of the Concessionaire are not protected against fire, theft, vandalism or other risks by the Town, and the protection of such, and any damage caused too such, is the sole and complete responsibility of the Concessionaire.

#### 20. CONCESSIONAIRES' REPORTS AND AUDITS

i) The Concessionaire shall submit to the Town on or before the 15th day following the end of each

calendar month and partial calendar month during the term of this agreement, written statements signed by the Concessionaire certified to be true and correct showing the amount of gross sales for the preceding month or partial calendar month.

ii) For the purpose of ascertaining the amount payable under section five (5) and for permitting verification by the Town, the Concessionaire shall keep at the Facilities or at its office, for a period of not less than 3 years following the end of each calendar year or a part thereof within the term of this Contract adequate books and records including but not limited to records of inventories, purchases and receipts of merchandise and all sales and other transactions by the Concessionaire.

iii) In addition to any other right of the Town, the Town, its employees and authorized representatives may require an audit of the books and records of the sales and expenses of the Concessionaire and all persons conducting business on or from the premises necessary to verify "Gross Sales". The report on the audit made by the Town's auditor will be final and binding upon the Concessionaire and the Town upon all questions relating to financial matters or compensation. Acceptance by the Town of any payments under this Contract is without prejudice to the Town's right to an audit of the books and records of the Concessionaire.

#### 21. WORKPLACE SAFETY AND INSURANCE BOARD (ONTARIO)

Upon the execution of this Contract, the Concessionaire shall deliver to the Town, certificates of good standing from the Workplace Safety and Insurance Board of Ontario, with respect to all the employees of the Concessionaire and shall provide such additional certificates as often as is deemed necessary by the Town during the term, but in any event shall provide such a certificate at least annually on the anniversary date of the commencement of the term. The Concessionaire shall be responsible, at its expense, for the charges, assessments or other payments required to be paid to the WSIB with respect to the Concessionaire's employees. The Concessionaire shall pay to the Workplace Safety and Insurance Board of Ontario all assessments and levies owing to the Board in respect to this contract and any unpaid assessments or levies shall be the sole responsibility of the Concessionaire.

#### 22. OCCUPATIONAL HEALTH AND SAFETY ACT

The Concessionaire shall be solely responsible for employee safety and for compliance with the Occupational Health and Safety Act and Regulations and the Concessionaire shall, at its sole cost and expense, ensure that all contractors, agents, servants and employees comply with the Act and Regulations and the Concessionaire shall indemnify the Town against any contravention thereof whatsoever.

#### 23. TAXES

The Concessionaire shall be solely responsible for the payment of all taxes and necessary permits of any kind whatsoever including, but not limited to, income, sales, business, employer health and all other applicable taxes which may be assessed or levied against the Concessionaire or which may relate to the Concessionaire, its operations. The Concessionaire shall reimburse, indemnify and save harmless the Town of and from any liability for all such taxes.

#### 24. UTILITIES

The Town shall provide all heat, electrical power, fuel, refrigeration, ventilation and air conditioning (where installed), and utility services reasonably required for the efficient provision of services under this contract.

#### 25. GLASS OR CROCKERY

In the Arena Facilities the Concessionaire shall not use glass or crockery or bottles for the service of food, tea, coffee, milk, or beverages, but shall use paper containers for this service.

#### 26. CONCESSION SEATING AREA

During specified hours of operation, the concessionaire is responsible for cleaning and housekeeping of the concession seating area in the lobby of the Arena and shall keep all tables clean and remove used dishes and refuse there from.

**27. ITEMS FOR SALE**

For the purpose of providing Food Service, the Concessionaire agrees to offer commonly accepted fast food items, snacks and abide by the contractual requirements between the Town and Pepsi Cola Limited. The Town will provide at the cost to the concessionaire all the necessary products from Pepsi for resale. The sale of sunflower seeds and peanuts in the shell is not permitted.

**28. PRICES TO BE DISPLAYED**

Prices must be displayed in prominent places, in order that the patrons may be kept informed of such prices. Menus must be displayed at each of the concession areas in the facility.

**29. ALCOHOL**

The Concessionaire and its employees, agents and representatives, shall not offer for sale, sell, serve, store, consume or permit to be consumed, any liquor or alcohol products in the concession areas and Facilities. Such rights are reserved to the Town in the Facilities and the Concessionaire acknowledges that the Town may carry on liquor and alcohol sales as aforesaid. As well, the Town may permit any other groups, clubs, persons to sell liquor or alcohol products in its facilities as the Town in its absolute discretion deems advisable. The Concessionaire specifically acknowledges the Town's exclusive rights in this regard.

**30. SECURITY**

The Concessionaire shall be responsible for his/her own cash control and handling procedures, including insuring that cash is picked up on a daily basis.

**31. INSURANCE**

The Concessionaire shall provide and maintain during the term of the Contract Comprehensive General Liability insurance acceptable to the Corporation of the Town of Fort Frances and subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

**32. NO ASSIGNMENTS**

Neither this Contract and the rights granted to the Concessionaire hereunder nor any part thereof are assignable by the Concessionaire without the prior written approval of the Town to such assignment, which approval may be withheld without reason by the Town.

**33. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

i) All of the records and documents of the Concessionaire referred to and cited in this Agreement where such records and documents have been created in order to comply with the terms, provisions, requirements and obligations of the Concessionaire as set out in this agreement are "records" of the Town as "records" are defined in the Municipal Freedom of Information and Protection of Privacy Act.

ii) The records and documents referred to in the paragraph above are, for the purposes of this Agreement, in the joint care and custody of the Concessionaire and of the Town; and

iii) The Concessionaire hereby agrees with the Town that the records and documents referred to in the first paragraph above will be managed and administered in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

**34. NOTICE**

To the Concessionaire by mailing the notice to:

**Tess's Kitchen**

1030 Scott Street, Fort Frances, ON, Canada, ON P9A 1J7 Attention: Tess Coish, Caterer

To the Town by mailing the notice to:

**The Corporation of the Town of Fort Frances**

320 Portage Avenue Fort Frances, ON P9A 3M3 Attention: Gabrielle Lecuyer, Clerk

OR to such other address as each party may advise the other by notice in writing. Notice given in this manner shall be deemed to have been given and effective as of the fifth day following the date of mailing.

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED  
AND DELIVERED

) THE CORPORATION OF THE TOWN  
) OF FORT FRANCES

MAYOR: \_\_\_\_\_

CLERK: \_\_\_\_\_

Per: \_\_\_\_\_ Printed: \_\_\_\_\_

Per: \_\_\_\_\_ Printed: \_\_\_\_\_

Witness: \_\_\_\_\_ Printed: \_\_\_\_\_



SCHEDULE "A" Town Owned Canteen Equipment

One Quest gas grill and oven combination

One Quest two basket deep fryer

One popcorn machine

Four deep freeze chests

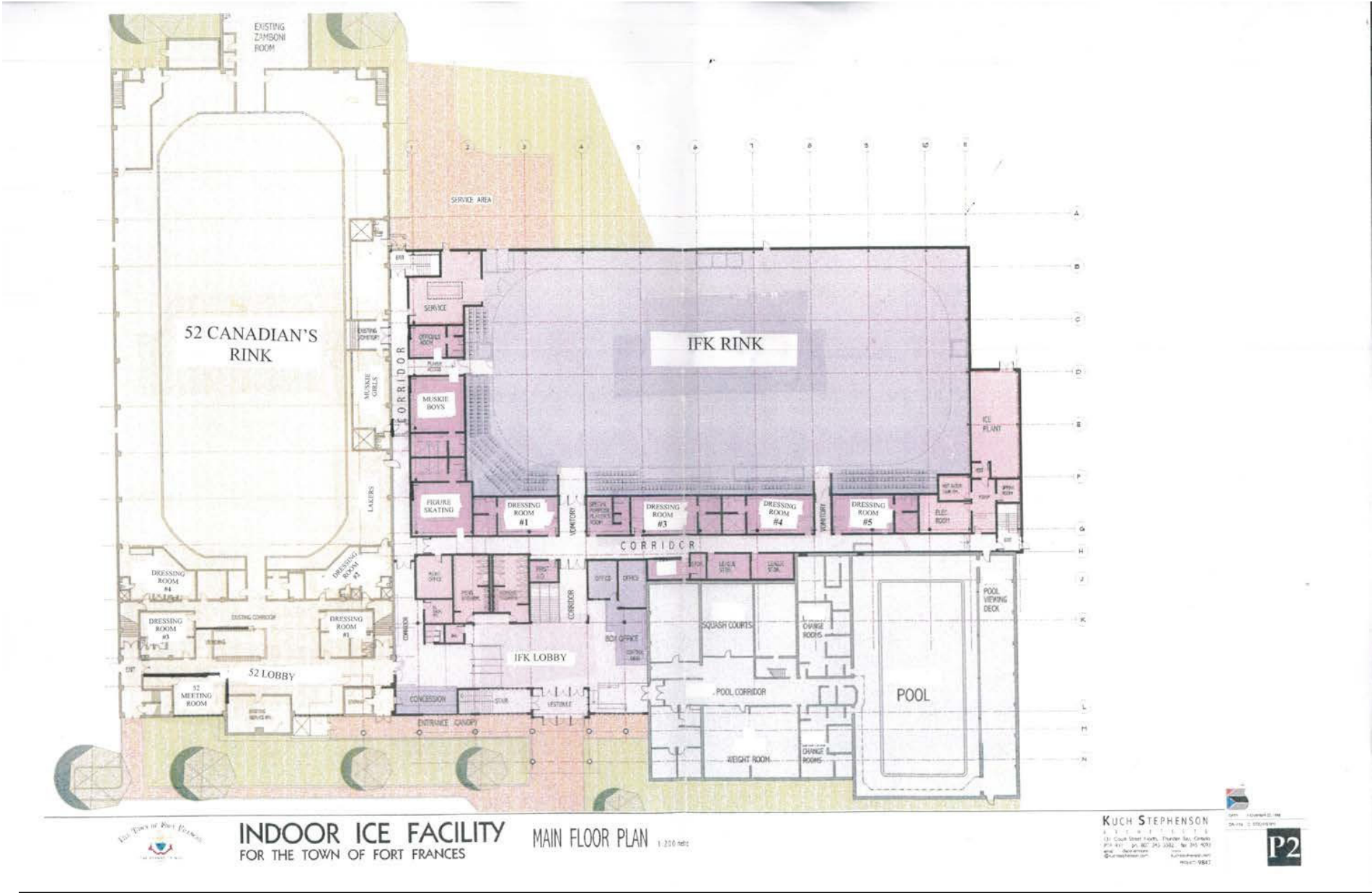
Two Bunn coffee machines with glass pots

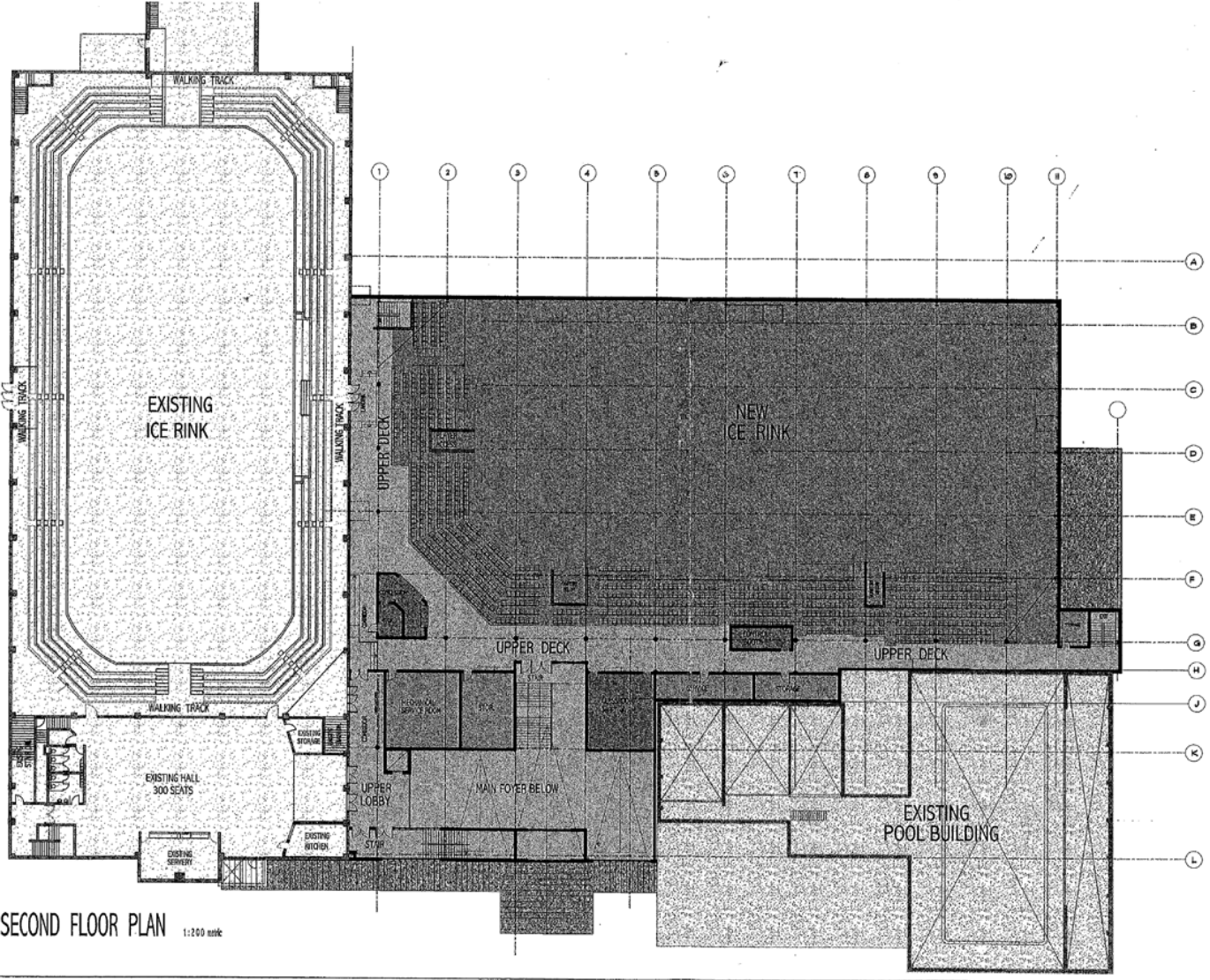
One Espresso Machine

Various pots, utensils, and can opener

Two Pepsi Display Coolers

Schedule 'B' – Concession Areas (Two Drawings Attached)



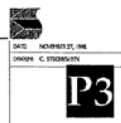


SECOND FLOOR PLAN 1:200 scale



**INDOOR ICE FACILITY**  
FOR THE TOWN OF FORT FRANCES

**KUCH STEPHENSON**  
ARCHITECTS  
131 Court Street North, Thunder Bay, Ontario  
P7A 4V1 ph: 807 345 5582 fax: 345 4093  
email: dkuch@kstephenson.com web: kstephenson.com  
©2007 KuchStephenson Architects Inc.





210 First Street North  
Kenora, ON P9N 2K4

Dear Municipal Leaders:

As summer comes to a close and we head into the third autumn impacted by COVID-19, we are mindful that the topic of public health modernization persists, and that with autumn also comes budget season. We know that municipalities remain concerned about the cost-shared model proposed by the province and its impacts to municipal services and ratepayers in our communities. We wanted to let you know that the Board of Health for the Northwestern Health Unit, its leadership, and provincial organizations such as the [Association of Local Public Health Agencies \(alPHA\)](#) and the [Association of Municipalities of Ontario \(AMO\)](#) continue to encourage the Province to reconsider this model, and increase base funding for public health services across the province.

In the interim, the Province has once again approved mitigation funding for 2023 to reduce the impact to municipal levies and has committed to providing one-time funding to support COVID-19 and related vaccination efforts.


COVID-19 has highlighted the value of **local** public health, partnerships with municipalities, district services boards, and healthcare organizations in the region, in addition to exposing many inequities in our populations. While we do not yet know what direction the Province will take as relates to the transformation of public health in the Ontario, Northwestern Health Unit continues to play a large role in the COVID-19 response as local epidemiology dictates, but are also acutely focused on reprioritizing our regular programming to help address these inequities and make available the services and supports needed for those with the greatest barriers to good health.

This past August, Board of Health member and alPHA President, Trudy Sachowski, participated in a panel at the AMO Conference entitled "*Public Health COVID Learnings – Informing Future Modernization*", alongside representatives from other public health units in Ontario. Ms. Sachowski's speaking notes are enclosed in addition to AMO's recently released submission to the Ministry of Health: "*Strengthening Public Health in Ontario: Now and for the Future*". We are fortunate to have Trudy's voice at our own Board table, in addition to her important role with alPHA, where she offers a Northern perspective to ensure equitable deliberations related to public health delivery in the province.

As always, we are happy to discuss any concerns and provide information to support you in your own advocacy to the province as related to the cost-shared formula.

Thank you for your continued support of local public health; we value our relationships with our municipal partners as we work together to support the health and wellbeing of those in our communities.

Sincerely,

  
Marilyn Herbacz  
Chief Executive Officer

/Enclosure

**Public Health COVID Learnings – informing modernization and beyond**

1

Tanshi!

- To begin, I acknowledge that the land on which we gather is the traditional territory of the **Algonquin Anishnaabeg People**. I am grateful to have the opportunity to present on this territory and here, in Ottawa. Maarsii.
- Thank you to Monika Turner for the introduction.
- My name is Trudy Sachowski, and I am the President of the Association of Local Public Health Agencies of Ontario (alPHa).
- I am a member of the Northwestern Board of Health.
- I serve on the Board of the Points North Family Health Team.
- Let's kick-off with [alPHa's 2-minute video 'Public Health Matters'](#).
- As I mentioned, I am here today as the President of the Association of Local Public Health Agencies - alPHa.
- alPHa represents Ontario's public health leadership from Ontario's 34 local public health units including Medical Officers of Health, affiliate senior public health leadership and members of boards of health.
- While there are variations in how local boards of health in Ontario are structured, what they do have in common, is that they all have municipal leadership, particularly local councilors on the board.
- As a governance board, they are responsible for strategic planning, allocation of resources, staffing, budgets, risk management and oversight - to allow essential work related to the health and the well-being of the population, as mandated in the Ontario Public Health Standards.
- Preventing illness, promoting, and preserving health on a day-to-day basis that local public health provides to Ontarians certainly doesn't seem exciting or draw people's attention to the work of public health.
- However, add a pandemic in the mix and the profile of local public health takes-off like a rocket!

**Public Health COVID Learnings – informing modernization and beyond**

2

- The pandemic hit the health and well-being of almost everyone, with a huge impact on our most vulnerable populations.
- The pandemic itself has caused or magnified additional harms in terms of population health, including health inequities, impacts on mental health, increased substance use, and neglect of chronic diseases.
- It has led to a significant backlog in healthcare and likewise in routine public health programs, with services being limited or set aside during the height of the COVID-19 response.
- Public health's many strengths were demonstrated throughout the course of the COVID-19 pandemic.
  - Public health was extremely nimble and responsive through strong public health leadership, experienced staff and the redeployment of public health resources.
  - Local public health modified accordingly, to the rise and fall of case counts, the emergence of variants, and the rollout of an unprecedented vaccination campaign in Ontario.
  - Local public health, and Ontario's public health leadership, has been key to the success of the response and the vaccination campaign in Ontario.
  - Public health has always embraced improvements and change and the response during the pandemic illustrated this so clearly.
  - Ontario's public health system is 'modern' and up to date but that doesn't mean that there isn't a desire to do things better.
  - It's time to reflect on the lessons learned from the pandemic, the conversation needs to focus on how we can **make positive changes to strengthen** Ontario's public health system.
  - Local public health's quick adaptations to the pandemic response, proves that public health in Ontario indeed has the capacity to change and improve.

**Public Health COVID Learnings – informing modernization and beyond**

3

- As well as public health strengths, the pandemic has shown us many opportunities to celebrate.
  - The importance of the existing network of relationships among local public health units, local health care providers, municipalities, social and district services, education, business, and organizations - has been clearly demonstrated and enhanced during the COVID-19 response.
  - Municipalities stepped up to the plate, such as re-deploying their staff to assist in the vaccination effort, and donating facilities such as arenas for the mass immunization clinics.
  - Stakeholder groups, service clubs and volunteers came out in droves to support local public health vaccination campaigns.
  - Thank **YOU** for stepping in, helping out, and supporting the local public health efforts in your municipalities.
  
- Overall, the pandemic has shown us the importance of:
  - public health's role within the broader healthcare sector,
  - local public health in partnership with their municipalities, and
  - local public health in partnership with local groups and key stakeholders.
  
- I believe there are even more opportunities moving forward.
  
- Over the past six months alPHa has released several key pieces including:
  - What is Public Health, the video viewed at the beginning of my presentation,
  - a 2022 Elections Primer,
  - resolutions on Public Health Restructuring & COVID-19,
  - a report on the Public Health Resilience in Ontario Clearing the Backlog, Resuming Routine Programs, and Maintaining an Effective Covid-19 Response,
  - pre-budget submissions and deputations, and
  - submissions on public health modernization, including a Statement of Principles.



## Public Health COVID Learnings – informing modernization and beyond

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As I noted in recent correspondence to the Hon. Sylvia Jones Minister of Health, this is a pivotal time for health protection and health promotion in Ontario. Our work often done in collaboration with local public health partners, and within the broader health system results in a healthier population that contributes to a stronger economy while preserving costly and scarce health care resources.

- As we grapple with the devastation of COVID-19, and to inform changes to Ontario's public health system now and beyond - several essential aspects need to be recognized first.
  - It needs to be recognized that capacity for re-imagining the public health sector will not improve until well into 2023.
  - It needs to be recognized that the unpredictability of the future course of the pandemic and recovery from it, will continue to necessitate flexibility in planning, for some time to come.
  - It needs to be recognized that the social determinants of health – **matter.**
  - It needs to be recognized that adequate financial support is needed so that resources can be directed to the best possible outcomes.
  - After all, our economy stays open when our public are healthy and protected – **there is no better return on investment than in public health.**
  - Together we need to be fully prepared for when the next major public health crisis hits – and it will.
  
- Recognizing these points while moving forward through this environment of change, how do we inform the transformation of public health and beyond?
  - The learnings from Sars and H1N1 were implemented, although to a much lesser degree.
  - **However,** COVID-19 has amplified the need for a strong future pandemic response plan.
  - The COVID-19 lessons learned **must** inform the recovery process, as well as inform any transformation of public health.



**Public Health COVID Learnings – informing modernization and beyond**

5

- The ‘here and now’ presents an opportunity to strengthen public health and pandemic preparedness so our communities are protected every day and especially in public health emergencies.
  - Municipal leaders know their communities and must continue to be at the table on governance boards of health as the local voice.
  - There are opportunities to expand on the partnerships with municipalities, district services boards and Ontario Health Teams, being sure to embed public health leadership more formally and informally.
  - Primary healthcare and public health’s relationships must strengthen with public health leadership in a key role as a collaborative partner at the table.
  - As well, the continuum of ongoing provincial coordination of the response between sectors such as education, municipalities, acute and long-term care, and public health are necessary.
- As the province looks at Ontario’s public health system, the continuum of the local direction and local decision-making ability for public health - that includes municipal leadership - is imperative!
  - Public health will require an increase in sustained base funding related to the Ontario Public Health Standards, with the essential addition of COVID-19 as a disease of public health significance beyond 2022.
  - The province and the municipalities must continue to work with their local public health units to develop the vision for a stronger public health sector with the capacity to address population health needs through various partnerships now, and into the future.
  - Let’s commit to working together to ensure a robust public health system with ample resources to protect the entire population’s health, with clearly defined roles across local public health units, Public Health Ontario, Ontario Health, and the Ontario Ministry of Health.

The final thought I leave with you is that **local public health - must remain local!**



# STRENGTHENING PUBLIC HEALTH IN ONTARIO: NOW AND FOR THE FUTURE

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AMO's Submission to the Ministry of Health

August 26, 2022

## STRENGTHENING PUBLIC HEALTH IN ONTARIO: NOW AND FOR THE FUTURE

### Preamble

The Association of Municipalities of Ontario (AMO) is a non-partisan, non-profit association representing municipal governments across the province. Municipal governments work through AMO to achieve shared goals and meet common challenges. As the frontline order of government closest to people, municipal governments are deeply invested in Ontario's health system and understand the health needs of local communities.

### Introduction

Ontario's municipal governments have a vested interest in strengthening the public health system for the residents they serve given their role as governors, co-funders, employers, and in some cases, direct service deliverers. AMO's goal is to work with the Province of Ontario to strengthen public health, help end hallway health care, and reduce overall health costs through finding efficiencies to reinvest into services, not by increasing the municipal cost-share contribution.

Grave concerns were raised about proposed structural changes back in Ontario Provincial Budget 2019. Any changes should be carefully designed, based on sound evidence, and not rushed or else they have the potential to weaken, not strengthen, public health with the result that hallway health care may increase, and we will be less prepared for future pandemics.

Much has changed with the COVID-19 pandemic. This requires a fresh look at the public health system given the event of the past two and a half years. While the government appropriately and rightly paused consultations during the COVID-19 pandemic in March 2020, AMO is now asking for the consultations to resume with a COVID-19 lens once the pandemic waves subside. An inquiry would be a best practice to serve as a foundation for further consultation. The pandemic exposed both strengths and areas of improvement, both locally and provincially, and this learning needs to be considered in any future modernization and restructuring of public health.

As well, there are some immediate issues that need solutions in the near term in 2022. This submission outlines AMO's recommendations and proposed next steps for the government to work collaboratively with AMO, the public health sector, and relevant stakeholders. The advice provided through this document was developed based on input from AMO's Health Task Force and approved by AMO's Board of Directors. The Association of Local Public Health Agencies (aLPHa) is a member of the task force.

## Context

In February 2020, AMO provided a [submission](#) in response to the government's consultation on public health modernization. The underlying premise is that the public health system delivers effective, coordinated, and cost-efficient services to the people of Ontario. Fundamentally, there is a need to preserve what is working well and fix what needs fixing. The system is not broken per se. Changing the system wholesale will cause disruption without clear demonstrated evidence of the benefits.

Further, one size does not fit all. Consistency in service delivery and reducing inefficiencies do not depend on a single governance or leadership type.

Key recommendations to build capacity and better system coordination included:

- incentives for voluntary mergers and sharing services between health units
- exploration of functions that could be done centrally by the province, Public Health Ontario, or other entities
- more back-office integration (e.g., corporate services like IT, legal, HR) and sharing of medical expertise through regional hubs or agreements (e.g., AMOHs, epidemiologists) between PHUs.

Ideally it was asserted that better coordination and communications between public health units with the province should happen without the need for major disruptive structural change. AMO does not believe that the province assuming more control centrally and reducing municipal 'pay for say' would help strengthen the system. Some enabling policy changes and encouragement of voluntary mergers, where required, would serve to better achieve outcomes consistently across Ontario. Lastly, adequate funding to do all for which PHUs are responsible for is critical. These recommendations from 2020 are still fundamentally relevant today.

However, as we all now, much has changed with the onset of COVID-19 and the situation is not fully stabilized as the pandemic continues into its 7th wave and still mutating. What we do know is that local public health agencies pivoted quickly to respond effectively to the pandemic, albeit at the expense of regular non-pandemic programming and services, resulting in a backlog.

Local public health agencies were active and proactive often ahead of provincial guidance, invoking the precautionary principle many times as the system was set up to enable effective responses. Decisions by Medical Officers of Health responding to local circumstances certainly saved lives, including through the issuance of Section 22 orders under the *Health Protection and Promotion Act*. Throughout the pandemic, practices and interventions evolved as local public health agencies learned from each other in a community of practice.

Public health associations, both nationally and regionally, have produced reports with preliminary learnings and calls for deeper evaluation all with a goal of strengthening the public health system in Canada and Ontario. This includes from the [Association of Local Public Health Agencies \(aLPHa\)](#) and the [Public Health Physicians of Canada \(PHPC\)](#). AMO supports the calls for reflection with the provincial government.

AMO is providing our best advice to the government with recommendations for urgent action.

## Recommendations

1. The government must not make significant structural changes to public health during the COVID-19 pandemic, but rather promote stability in the system.
2. The government must establish an independent inquiry as soon as possible to determine the lessons learned from COVID-19, at the local and provincial levels, and resume consultations, once the pandemic waves subside, about how to appropriately modernize and strengthen public health in Ontario.
3. The government must immediately act to address the full scope of health human resource challenges with a strategy for the public health and the health care systems.
4. The government must provide mitigation funding in 2022 to offset the financial impact to municipal governments from the cost-sharing changes in 2019 for 2020 and reverse the decision to restore the cost-share arrangement that existed prior to 2020. Further, the *Health Protection and Promotion Act* must be amended to enshrine the appropriate cost-sharing arrangement in legislation, rather than as a matter of provincial policy.
5. The government must continue funding COVID-19 costs, including vaccine roll-out, and incorporate as a distinct line item in ongoing base budgets for as long as there is a pandemic and epidemic situation that requires prevention and containment activities.
6. The government must provide new funding, starting in 2022, as required to address the backlog of non-pandemic related public health services\*.

\*AMO acknowledges that the province is “providing approximately \$47 million through to the end of 2023 to public health units and municipalities to ensure they have the financial stability to deliver key services across the province during this critical time. This is in addition to continuing the increased investments to support the public health sector’s response to COVID-19” (source: [Ontario Newsroom, August 17, 2022](#)). Clarity is needed from the government about the use of these funds with further assessment by the public health sector of what is actually required to fully fund the delivery of services as mandated under the Ontario Public Health Standards as well as all COVID-related costs at the local level.

## Conclusion

Promoting system-wide stability in the immediate term and strengthening public health structures and sustainability over the long term is essential to the health and economic development of our communities and residents. These recommendations offer a way to achieve these goals. AMO looks forward to continuing to work with the province to ensure all the people of Ontario can get the public health services that they need at the right time and in the right place.



# **SIOUX LOOKOUT** Hub of the North

**The Corporation of the  
Municipality of Sioux Lookout**  
25 Fifth Avenue, P.O. Box 158  
Sioux Lookout, Ontario • P8T 1A4  
Telephone: (807) 737-2700  
Facsimile: (807) 737-3436  
[www.siuoxlookout.ca](http://www.siuoxlookout.ca)

**Corporate Services Department/Office of the Municipal Clerk**

## **COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF SIOUX LOOKOUT**

<b>Meeting Date:</b>	<b>September 21, 2022</b>
<b>Resolution No.:</b>	<b>CL-172-2022</b>
<b>Moved by:</b>	<b>J. Cassidy</b>
<b>Seconded:</b>	<b>J. Timpson</b>

### **Potential Redistribution of Federal Ridings Advocacy**

WHEREAS the Federal Electoral Boundaries Commission for Ontario (“Commission”) released its proposed redistribution of federal riding boundaries in August 2022;

WHEREAS Northern Ontario would lose a seat in the House of Commons under the proposed redistribution;

WHEREAS the proposed distribution would combine most of the population of the existing Kenora and Thunder Bay – Rainy River ridings into Kenora – Thunder Bay – Rainy River and would create the new riding of Kiiwetinoong – Mushkegowuk, a large and sparsely populated far north riding spanning from the Manitoba to Quebec borders;

WHEREAS the current proposal has been criticized as impractical and unfair for northern communities by both current and former MPs from across Northern Ontario, from all three major political parties;

WHEREAS the proposed redistribution fails to recognize the economic, historic, and cultural distinctions across Northwestern Ontario and the separation of interests between the City of Thunder Bay and the other, smaller communities in the region;

WHEREAS the Northern Policy Institute has published research that confirmed that the Kenora and Rainy River districts are in a distinct economic region from Thunder Bay, and these districts generally fall into separate Indigenous treaty territories; and

WHEREAS the Commission has called for written submissions from citizens and stakeholders on its proposed redistribution by September 25, 2022;

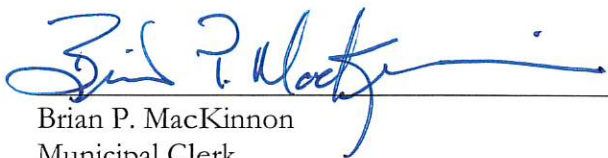


## THEREFORE IT IS RESOLVED THAT:

1. Council conveys the following comments as submissions to the Commission:
  - a. Council is gravely concerned by the loss of representation for Northern Ontario in the proposed redistribution and is of the view that 10 seats ought to be reserved for the north to account for its geographic, economic. Social diversity, and as part of a broader commitment to reconciliation;
  - b. Council is of the view that by combining most of the exiting Kenora and Thunder Bay – Rainy River ridings, the Commission will further erode effective representation for the smaller centres and rural and outlying communities, particularly when such vast rural areas are placed in a riding with a large urban population like the City of Thunder Bay;
  - c. Council is concerned that the proposed map separates communities of similar interest, need, and economy from one another – in particular by placing the communities in the Red Lake area in a separate riding from those in the Kenora, Dryden, and Fort Frances areas and by unnecessarily separating Treaty #3 First Nations from one another across electoral boundaries;
  - d. Council is concerned that the reduction of Sioux Lookout representation at the federal level will curtail our ability to effectively advocate for the unique needs of our community and for the many Northern communities for who we serve as a critical service Hub;
  - e. Council agrees with the public comments made by current and former MPs for Northwestern Ontario ridings, who have generally expressed concern about the proposed ridings being unmanageable and impractical;
  - f. Council is concerned that the proposed riding map for the Northwest fails to account for the vast geography of the region and the economic, historic, political, and demographic differences across the region;
  - g. Council is of the view that the current proposal creates boundaries for the purpose of adhering to the population formula without fully accounting for the unique geographic, industrial, and cultural realities of northern communities and their different community interests;
  - h. Council is of the opinion that effective representation for the Northwest requires that travel times, Indigenous territorial boundaries, community history, provincial boundaries, and economic regions be reflected in federal electoral boundaries;
  - i. If the current 10 seats for Northern Ontario is not maintained, Council suggest that consideration be given by the Commission as to whether the City of Thunder Bay ought to be contained within a single riding in order to give more effective representation to rural and smaller communities in the region; and
  - j. Council is of the view that the Commission should recommend that “exceptional circumstances” apply to more than one riding in the Northwest to justify deviating from the per-riding population target if it is necessary to achieve an appropriate electoral map that reflects the needs and concerns described in the previous paragraphs;
2. Council directs the municipal administration to send a copy of this resolution to the commission with a covering letter, by email ([ON@redecoupage-federal-redistribution.ca](mailto:ON@redecoupage-federal-redistribution.ca)) before September 25, 2022
3. Council directs the administration to publish a copy of this resolution on the municipality’s social media; and
4. Council directs that copy of this resolution be sent to
  - a. The Northwestern Ontario Municipal Association;
  - b. All municipalities in the Kenora and Rainy River Districts; and
  - c. The current MPs for Northwestern Ontario ([eric.melillo@parl.gc.ca](mailto:eric.melillo@parl.gc.ca), [patty.hajdu@parl.gc.ca](mailto:patty.hajdu@parl.gc.ca) and [marcus.powlowski@parl.gc.ca](mailto:marcus.powlowski@parl.gc.ca)).

**Carried**

Certified a Good and True Copy

A handwritten signature in blue ink, appearing to read "Brian P. MacKinnon", is written over a horizontal line.

Brian P. MacKinnon  
Municipal Clerk  
Municipality of Sioux Lookout  
September 22, 2022



PO Box 488  
201 Atwood Avenue  
Rainy River, ON  
P0W 1L0



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Clerk Phone: (807) 852-3978  
Fax: (807) 852-3553  
Email: rainyriver@tbaytel.net  
Website: www.rainyriver.ca

## Town of Rainy River

### RESOLUTION

MOVED BY

DATE: **September 12, 2022**

SECONDED BY

RESOLUTION: **22-014**

**WHEREAS** the Corporation of the Town of Rainy River has been represented since 2004 by the MP for Thunder Bay-Rainy River;

**AND WHEREAS** the riding of Thunder Bay-Rainy River has a rough length by road of 440km, measured from the intersection of the Harbour Expressway and Fort William Road in Thunder Bay to the Rainy River-Baudette Border Crossing in the Town of Rainy River;

**AND WHEREAS** the riding of Thunder Bay-Rainy River currently contains 16 municipalities and 10 First Nations;

**AND WHEREAS** the Federal Electoral Boundaries Commission for Ontario has proposed the elimination of the riding of Thunder Bay-Rainy River and the creation of a Kenora-Thunder Bay-Rainy River riding;

**AND WHEREAS** the Kenora-Thunder Bay-Rainy River riding would contain 20 municipalities and 21 First Nations, with a rough length by road of 541km, measured from the intersection of Atlantic Avenue and Island Drive in Thunder Bay to the intersection of Shoal Lake Road and Highway 17 near Kenora;

**AND WHEREAS** this expansion in size and number of communities would dilute the representation of the Corporation of the Town of Rainy River;

**AND WHEREAS** the Kenora-Thunder Bay-Rainy River riding would dramatically limit the amount of time it's Member of Parliament could spend in the Town of Rainy River due to the extraordinary scale of the riding and distance between communities, potentially harming the community's access to federal services;

**AND WHEREAS** the MP for Kenora-Thunder Bay-Rainy River riding will have to manage the complex and unique urban interests of Thunder Bay with the complex and unique interests of an equally important, but dramatically expanded, rural region composed of smaller communities;

**NOW THEREFORE BE IT RESOLVED THAT** this Council urges the Federal Electoral Commission to withdraw its proposal to eliminate the Thunder Bay-Rainy River riding and replace it with the Kenora-Thunder Bay-Rainy River riding;

**AND FURTHER THAT** the Thunder Bay-Rainy River riding be kept geographically similar to its current boundaries within the Rainy River District and the Thunder Bay District, so as to protect the Corporation of the Town of Rainy River's representation and access to federal services."

ABSTAIN \_\_\_\_\_  
 AYES \_\_\_\_\_  
 NAYES \_\_\_\_\_

CARRIED ✓ \_\_\_\_\_  
 DEFEATED \_\_\_\_\_

L. ARMSTRONG \_\_\_\_\_  
 D. EWALD \_\_\_\_\_  
 B. HELGESON \_\_\_\_\_  
 N. IVALL \_\_\_\_\_  
 M. KREGER \_\_\_\_\_  
 G. PASLOSKI \_\_\_\_\_  
 P. WHITE \_\_\_\_\_

*Deborah J. Ewald*  
 MAYOR OR ACTING MAYOR



PO Box 488  
201 Atwood Avenue  
Rainy River, ON  
P0W 1L0

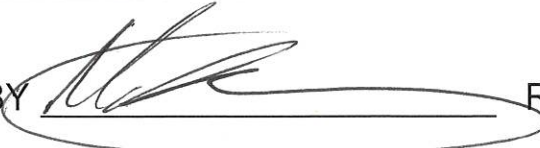


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Website: www.rainyriver.ca

## Town of Rainy River

### RESOLUTION

MOVED BY  DATE: **September 12, 2022**

SECONDED BY  RESOLUTION: **22-015**

**WHEREAS**, the proposed Electoral Boundary Commission has proposed to remove one electoral district from Northern Ontario;

**AND WHEREAS**, the proposal to diminish Northern Ontario's voice in Parliament will have a detrimental effect on participatory democracy and regional development as the issues in Northern Ontario are significantly different than the issues facing the urban south;

**AND WHEREAS**, the Federal Boundary Commission proposal to cut representation in the north is contrary to the 2017 electoral boundary changes for Ontario that recognized the need to add two seats to ensure fair participation for northern residents;

**AND WHEREAS**, many of the existing ridings in Northern Ontario are already larger than many European countries, a situation that will only be worsened by the addition of massively new regions to service;

**AND WHEREAS**, the proposed new super ridings will force municipalities to compete for a limited amount of riding funding which will further exacerbate inequities in the north;

**AND WHEREAS**, Northern Ontario's population per riding is already much higher than many other rural and isolated regions in Canada's north;

**AND WHEREAS**, any changes to electoral boundaries should be based on the principles of maintaining communities of interest within boundaries that are equitable in terms of population and geography;

**NOW, THEREFORE BE IT RESOLVED** that this Council calls on the Electoral Boundary Commission to maintain the electoral representation of Northern Ontario and ensure that any boundary changes are done in a manner that responds to regional and local need.”

ABSTAIN \_\_\_\_\_  
 AYES \_\_\_\_\_  
 NAYES \_\_\_\_\_

L. ARMSTRONG \_\_\_\_\_  
 D. EWALD \_\_\_\_\_  
 B. HELGESON \_\_\_\_\_  
 N. IVALL \_\_\_\_\_  
 M. KREGER \_\_\_\_\_  
 G. PASLOSKI \_\_\_\_\_  
 P. WHITE \_\_\_\_\_

CARRIED ✓ \_\_\_\_\_  
 DEFEATED \_\_\_\_\_

*D. Ewald*  
 MAYOR OR ACTING MAYOR





## Northern Chambers call on Elections Canada to reject electoral boundary changes

Press Release

23 h



(Elections Canada Facebook photo)

Listen to this article  
00:03:32

On behalf of the Northern Chambers of Commerce, which comprises the cities of Timmins, Greater Sudbury, North Bay and District, Sault Ste. Marie, and Thunder Bay, we are writing to share the perspective of our combined 3500 members on the constitutionally-triggered decennial census on the redistribution of Federal Electoral Districts 2022.

As you are well aware, the 2022 redistribution proposal calls for Northern Ontario's federal ridings to be reduced from 10 to nine ridings with re-drawn lines that would impact nearly every community in the region.

At present, the act outlines the process of utilizing the electoral quotient tools as a simple numbers game and reads: "In relation to the readjustment following the completion of any subsequent decennial census, the number obtained by multiplying the electoral quotient that was applied in the preceding readjustment by the number that is the average of the numbers obtained by dividing the population of each province by the population of the province as at July 1 of the year of the preceding decennial census according to the estimates prepared for the purpose of the preceding readjustment, and rounding up any fractional remainder of that multiplication to one."

While we appreciate the use of this quotient to redefine the boundaries, it is critical to note the unintended consequences of applying this tool to redistribute the current federal ridings. It removes an elected Member of Parliament and subsequently a voice from an already underrepresented region of the country. Conducting business in Northern Ontario already comes with challenges, given our vast geographical distances, supply chain constraints, out-migration and population decline, and the impact of long winter seasons and freeze-thaw cycles on our infrastructure.

Furthermore, our ability to advocate through our members of parliament would be reduced, which would pose a challenge to business organizations and their ability to serve their members' needs. Removing a representative and expanding the current boundaries could potentially impede political participation by Indigenous peoples living in these remote and rural regions by presenting new barriers due to the vast geographical size of even the current ridings.

The new proposed boundary lines would further exacerbate challenges in an already expansive territory, not to mention the challenge that would pose for any one representative to cover the issues of that entire geographical area.

More importantly, the Northern Chambers also find this constitutionally-triggered process to be archaic and unintentionally discriminatory by not accounting for underrepresented and underserved groups in the region deserving of equity. Our business members also hold this concern in high regard, given their strong commitment to principles of economic reconciliation.

The Northern Chambers of Commerce wishes to use this opportunity to call on Elections Canada to reject the proposal to remove one riding from Northern Ontario. Our businesses recognize the importance of fair and equitable representation in parliament and the importance of economic reconciliation— something that would be burdensome with the removal of a Northern riding.

The Indigenous are Canada's fastest growing population, not only leading strong, legacy enterprises in their own right but lending to new and innovative practices that support and bolster business and their workforce. Elections Canada must commit to principles of Truth and Reconciliation, and an important step would be maintaining the current number of ridings in Northern Ontario.

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## Comments <sup>(0)</sup>

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We welcome your feedback and encourage you to share your thoughts. We ask that you be respectful of others and their points of view, refrain from personal attacks and stay on topic. To learn about our commenting policies and how we moderate, please read our [Community Guidelines](#).

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## Township of La Vallee

RESOLUTION NO. 174MOVED by: JA Bellamy

Dated: September 14, 2022

SECONDED by: Colin Hughes

WHEREAS the Federal Electoral Boundaries Commission for Ontario ("Commission") released its proposed redistribution of federal riding boundaries in August 2022; and

WHEREAS Northern Ontario would lose a seat in the House of Commons under the proposed redistribution; and

WHEREAS the previous redistribution caused the Rainy River District to be joined into a riding with the City of Thunder Bay, with which Fort Frances area municipalities have often found their economic interests at odds; and

WHEREAS the new proposed distribution intends to further combine the main municipal population centres of the current Kenora and Thunder Bay-Rainy River ridings, further eroding effective representation for the rural and outlying communities of the Rainy River and Kenora districts; and

WHEREAS the current proposal has been criticized as impractical and unfair for northern communities by both current and former MPs from across Northern Ontario, from all 3 major political parties;

WHEREAS the proposed redistribution fails to recognize the economic, historic, and cultural distinctions across the region and the rural-urban population divide between Thunder Bay and smaller centres in the Northwest; and

WHEREAS the Northern Policy Institute has conducted research which confirmed that the Kenora and Rainy River districts are in a distinct economic region from Thunder Bay; and

WHEREAS the Commission has called for written submissions from citizens and stakeholders on its proposed redistribution by September 25, 2022;

THEREFORE BE IT RESOLVED that Council for the Township of La Vallee conveys the following comments as submissions to the Commission:

1. Council is concerned by the loss of northern representation in the proposed redistribution and is of the view that 10 seats ought to be reserved for the north to account for its geographic, economic, and social diversity;
2. Council is concerned that the new proposed federal riding of Kenora-Thunder Bay-Rainy River fails to account for the vast geography of the region and the economic, historic, political, and demographic differences between the Kenora-Rainy River districts and the City of Thunder Bay;
3. Council is of the view that the current proposal creates boundaries for the purpose of adhering to a population formula without fully accounting for the unique geographic, economic, and cultural realities of northern communities and their different community interests;

4. Council is of the opinion that effective representation for the Northwest requires that travel times, indigenous territorial boundaries, community history, provincial boundaries, and economic regions be reflected in federal electoral boundaries;
5. If the current 10 seats for Northern Ontario is not maintained, Council suggests that consideration be given by the Commission as to whether the City of Thunder Bay ought to be contained within a single riding in order to give more effective representation to rural and smaller communities in the region;

FURTHER that copies of this resolution be forwarded to Eric Melillo, MP Kenora Riding, the Federal Electoral Boundaries Commission for Ontario, the Kenora District Municipal Association, the Rainy River District Municipal Association and the Northwestern Ontario Municipal Association.

	Yea	Nay
K. McKinnon	✓	
G. Aveyard		
J. Belluz	✓	
E. Hughes	✓	
D. Rea	✓	

Carried: K. R. McKinnon Reeve





***Sent via Email***

September 23, 2022

**RE: TOWN OF GRAVENHURST RESOLUTION – STRONG MAYORS**

At the Town of Gravenhurst Committee of the Whole meeting held on September 20, 2022, the following resolution was passed:

**BE IT RESOLVED THAT** the Correspondence from the Town of Wasaga Beach regarding Strong Mayors be received for information.

**AND THAT** a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and others matters.

**AND FINALLY THAT** this motion be circulated to all Ontario municipalities.

Sincerely,

*J. G.*

Jacob Galvao  
Administrative Clerk II – Legislative Services  
Town of Gravenhurst

September 23, 2022

Sent Via Email: [minister.mah@ontario.ca](mailto:minister.mah@ontario.ca)

The Honorable Steve Clark  
Minister of Municipal Affairs and Housing  
777 Bay Street  
17<sup>th</sup> Floor  
Toronto ON  
M7A 2J3

Dear Minister Clark:

RE: Support Resolution re: Strong Mayors, Building Homes Act, Town of Wasaga Beach

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Council at its Regular Meeting held on September 14, 2022, passed the following resolution.

***RES-403-2022***

***Resolved*** That Council support the Town of Wasaga Beach resolution regarding Strong Mayors, Building Homes Act;

*And further that a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and other matters, and that the motion be circulated to all Ontario municipalities.*

I trust you will find this satisfactory.

Best Regards,

*Fiona Smith*

Fiona Smith  
Deputy Clerk

Enc.

Cc: All Ontario Municipalities



August 19, 2022

The Honourable Steve Clark  
Minister of Municipal Affairs and Housing  
777 Bay Street  
17<sup>th</sup> Floor  
Toronto ON  
M7A 2J3

Dear Minister Clark:

**Re: Strong Mayors, Building Homes Act**

Please be advised that the Council of the Town of Wasaga Beach, during their August 18, 2022 Council meeting adopted the following resolution:

"That Council receive the letter dated August 10, 2022 from the Ministry of Municipal Affairs and Housing pertaining to Strong Mayors, Building Homes Act, for information;

And further that a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and other matters, and that the motion be circulated to all Ontario municipalities."

The Town of Wasaga Beach Council does not support the Strong Mayors, Building Housing Act as the proposed changes will not demonstratively speed up the construction of housing and will erode the democratic process at the local level where members of Council have to work together to achieve priorities. What is needed to speed up construction of housing is greater authority for local municipalities to approve development without final clearances from outside agencies after they have been given reasonable time to provide such clearances.

Your favourable consideration of this matter is appreciated.

Should you have any questions, please contact me at [mayor@wasagabeach.com](mailto:mayor@wasagabeach.com) or (705) 429-3844 Ext. 2222.

Yours sincerely,

Nina Bifulchi  
Mayor

c. Members of Council  
All Ontario Municipalities

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2022-3540

August 10, 2022

Dear Head of Council:

As Ontarians face the rising cost of living and a shortage of homes, our government was re-elected with a strong mandate to help more Ontarians find a home that meets their needs.

Our government also made an election promise to build 1.5 million new homes for the people of Ontario over the next 10 years to address the housing supply crisis.

I am pleased to inform you that our government introduced the proposed Strong Mayors, Building Homes Act on August 10, 2022, that, if passed, would make changes to the *Municipal Act, 2001*, *City of Toronto Act, 2006*, and the *Municipal Conflict of Interest Act*. These amendments would empower mayors in the City of Toronto and City of Ottawa to deliver on shared provincial-municipal priorities and get more homes built faster.

If passed, the proposed changes impacting the City of Toronto and City of Ottawa are intended to take effect on November 15, 2022, which is the start of the new municipal council term. Other growing municipalities could follow at a later date.

If you have any comments or feedback regarding these proposed changes, you may submit them to the Ministry of Municipal Affairs and Housing at:  
[StrongMayors@ontario.ca](mailto:StrongMayors@ontario.ca).

Sincerely,

A handwritten signature in blue ink that reads "Steve Clark".

Steve Clark  
Minister





# The Corporation of the Township of Emo

P.O. Box 520, Emo, Ontario, P0W 1E0

Website: [www.emo.ca](http://www.emo.ca)  
E-mail: [township@emo.ca](mailto:township@emo.ca)

Phone: 807-482-2378  
Fax: 807-482-2741

Date: September 13, 2022

Resolution No.: 8 Pg 1 of 2

Moved By: H. Bouch

Seconded By: L. Dunn

BE IT RESOLVED that Council approves to support the Township of Sioux Narrows – Nestor Falls Resolution regarding Federal Electoral Boundary changes:

*Whereas the Constitution of Canada requires that federal electoral districts be reviewed every ten years; and,*

*Whereas the 2022 Federal Electoral Boundaries Commission for the Province of Ontario was established as an independent commission to reconfigure the boundaries of Ontario's electoral districts; and,*

*Whereas the Commission has proposed a new electoral map for consideration at public hearings commencing in September 2022; and,*

*Whereas the proposal of the Commission would reduce the number of federal electoral districts in Northern Ontario from ten to nine; and,*

*Whereas the proposal would see the two largest ridings in the far north, Kenora and Timmins-James Bay, amended and combined into one massive riding called Kiiwetinoong-Mushkegowuk, spanning from the Manitoba border to Quebec, and Kenora's current riding boundary readjusted dramatically and combined with Thunder Bay-Rainy River, with further significant changes to the Thunder Bay-Superior North and Algoma-Manitoulin-Kapuskasing boundaries; and,*

*Whereas the legislation would in fact support, according to the population quota to be applied by the Commission, a reduction of two, but the commission has recommended one; and,*

*Whereas the Commission itself concluded any "further reduction in the number of districts in the north would imperil the principle of effective representation in this part of the province, considering its widely dispersed population and communities of interest"; and,*

*Whereas the Kenora district was deemed an "extraordinary circumstance" in 2012 during the last boundary review, and because of which it was not revised at that time; and,*



# The Corporation of the Township of Emo

P.O. Box 520, Emo, Ontario, P0W 1E0

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E-mail: [township@emo.ca](mailto:township@emo.ca)

Phone: 807-482-2378  
Fax: 807-482-2741

Date: September 13, 2022 Resolution No.: 8 Pg 2 of 2

Moved By: \_\_\_\_\_ Seconded By: \_\_\_\_\_

*Whereas the boundary proposal, if approved, would reduce the overall number of Northern Federal representatives in the House of Commons, further diluting the voice of Northern Ontario residents on federal matters, and in the Commission's own words, would "imperil the principle of effective representation"; and,*

*Whereas the voice of the North in the House of Commons is already imperiled and underrepresented by so few seats;*

*Now Therefore be it Resolved that the Township of Sioux Narrows - Nestor Falls strongly opposes the proposed reduction of Northern ridings and representatives.*

*Further that copies of this resolution be forwarded to Eric Melillo, MP Kenora Riding, the Federal Electoral Boundaries Commission for Ontario, the Kenora District Municipal Association, the Rainy-River District Municipal Association and the Northwestern Ontario Municipal Association.*

Pecuniary Interest	Recorded Vote	Council Member	Yea	Nay	Declaration Under the Municipal Conflict of Interest Act Councillors who have declared an interest, abstained from discussion and did not vote on this question.
		Harold McQuaker			
		Harrold Boven			
		Lincoln Dunn			
		Lori Ann Shortreed			
		Warren Toles			

*Harold McQuaker*  
Mayor

Carried: ☒

Defeated: ☐

## THE TOWNSHIP OF PICKLE LAKE

## RESOLUTION

DATE: September 13th, 2022

NO: 22-105MOVED BY: Monck / Blakney / Millar / WalbourneSECONDED BY: Monck / Blakney / Millar / Walbourne

**WHEREAS** the Constitution of Canada requires that federal electoral districts be reviewed every ten years; and,

**WHEREAS** the 2022 Federal Electoral Boundaries Commission for the Province of Ontario was established as an independent commission to reconfigure the boundaries of Ontario's electoral districts; and,

**WHEREAS** the Commission has proposed a new electoral map for consideration at public hearings commencing in September 2022; and,

**WHEREAS** the proposal of the Commission would reduce the number of federal electoral districts in Northern Ontario from ten to nine; and, the proposal would see the two largest ridings in the far north, Kenora and Timmins-James Bay, amended and combined into one massive riding called Kiiwetinoong-Mushkegowuk, spanning from the Manitoba border to Quebec, and Kenora's current riding boundary readjusted dramatically and combined with Thunder Bay-Rainy River, with further significant changes to the Thunder Bay-Superior North and Algoma-Manitoulin-Kapuskasing boundaries; and, the legislation would support, according to the population quota to be applied by the Commission, a reduction of two, but the commission has recommended one; and,

**WHEREAS** the Commission itself concluded any "further reduction in the number of districts in the north would imperil the principle of effective representation in this part of the province, considering its widely dispersed population and communities of interest"; and, the boundary proposal, if approved, would reduce the overall number of Northern Federal representatives in the House of Commons, further diluting the voice of Northern Ontario residents on federal matters, and in the Commission's own words, would "imperil the principle of effective representation"; and,

**WHEREAS** the voice of the North in the House of Commons is already underrepresented by so few seats;

**NOW THEREFORE BE IT RESOLVED THAT** that the Corporation of the Township of Pickle Lake strongly opposes the proposed reduction of Northern ridings and representatives.

**AND FURTHER** that copies of this resolution be forwarded to Eric Melillo, MP Kenora Riding, the Federal Electoral Boundaries Commission for Ontario, the Kenora District Municipal Association, the Rainy-River District Municipal Association and the Northwestern Ontario Municipal Association.

VOTES	YEAS	NAYS	ABSTAIN	DECLARATION OF INTEREST
MONCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
BLAKNEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MILLAR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	DISPOSITION OF RESOLUTION (CHECK ONE):
				CARRIED: <input checked="" type="checkbox"/> DEFEATED: <input type="checkbox"/> TABLED: <input type="checkbox"/>
WALBOURNE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>                    </u> CHAIR

**Gabrielle Lecuyer**

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**From:** Ontario News <newsroom@ontario.ca>  
**Sent:** Thursday, September 22, 2022 9:06 AM  
**To:** Gabrielle Lecuyer  
**Subject:** [External] Ontario Strengthening the Community of Fort Frances and the Township of Albertain

[EXTERNAL]

**NEWS RELEASE**

## Ontario Strengthening the Community of Fort Frances and the Township of Albertain

\$85,600 provincial investment will build stronger, safer communities

**September 22, 2022**

[Ministry of Northern Development](#)

**FORT FRANCES** - The Ontario government is providing \$85,600 through the [Northern Ontario Heritage Fund Corporation](#) (NOHFC) for projects in Fort Frances and the Township of Albertain. This investment will help increase accessibility to food supplies in remote and First Nations communities and support critical municipal services to improve the quality of life in the North.

“Community investments that ensure safety and food security for those in remote and First Nations communities and strengthening infrastructure are key priorities for our government,” said Greg Rickford, Minister of Northern Development. “Through these targeted investments, we are continuing to deliver on our work to make Fort Frances and the Township of Albertain – and all northern communities – stronger, more resilient and more prosperous.”

Projects receiving NOHFC funding include:

- \$69,400 for J.N. Webb & Sons Ltd. – a wholesale grocer in Fort Frances – to expand its freezer and storage spaces. This expansion will help meet the growing demand for fresh food among the First Nations community and tourist camps.
- \$16,200 for the Township of Albertain to replace its Firehall's manually-operated garage door with a new, automatic garage door. The upgrade will decrease the





response time of the emergency volunteers by increasing the efficiency of the opening and closing and removing the need for the response vehicle to stop.

The NOHFC promotes economic prosperity across Northern Ontario by providing financial assistance to projects—big and small, rural and urban—that stimulate growth, job creation and skills development. Since June 2018, the NOHFC has invested more than \$559 million in 4,748 projects in Northern Ontario, leveraging more than \$1.82 billion in investment and creating or sustaining over 7,500 jobs.

## Quick Facts

- In 2021, the Ontario government launched [new and improved NOHFC programs](#) that support more projects in rural northern communities and make it easier for more people and businesses to apply. The programs target existing and emerging markets, provide more work opportunities for Indigenous people and address the skilled labour shortage in the North.

## Quotes

"J.N.Webb & Sons Ltd. has been serving northwest Ontario for over 70 years. With the assistance of the Ontario government and Northern Ontario Heritage Fund Corporation, we have been able to modernize our freezer and make our warehouse more efficient. We appreciate the support from the Province of Ontario in helping us make this happen."

**- Larry Webb**  
Owner, J.N Webb & Sons Ltd.

"Where seconds count in an emergency situation, the funding provided by NOHFC to install automatic doors will improve the Volunteer Fire Department response times while improving the health and safety of our valued volunteer brigade."

**- Mike Ford**  
Reeve, Township of Alberton

## Additional Resources

- The [NOHFC](#), [Northern Development Offices](#) and [Small Business Enterprise Centres](#) are available to support northern communities, businesses and other stakeholders in identifying economic development opportunities and assist in accessing government funding programs.

## Media Contacts

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## TOWN OF FORT FRANCES

### MINUTES

### SESSION NO. #011

August 3, 2022

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on August 3, 2022 from 8:30 AM a.m. to 9:58 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 & F.Anwar, CAO, Dawn Galusha, Treasurer (8:30 a.m. to 9:05 a.m.), Jeff Bottomley, Asset Coordinator (8:30 a.m. to 9:58 a.m.), Craig Miller, Environmental Superintendent (8:55 a.m. to 9:58 a.m.) and Randy Thoms (8:30 a.m. to 9:58 a.m.).

### **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 Approval of the July 6, 2022 meeting minutes - the minutes were approved as circulated.

### **4 Items Referred from Council**

4.1 BIA Request to place large Christmas Tree at Rainy Lake Square - the administration report was approved as presented.

### **5 New Business**

5.1 Award of RFP 2022-OF-13 Internal Quality Assurance Audit Service for the Fort Frances Airport Safety Management System - the administration report was approved as presented.

Council Approval of report AR-22-0020 will ensure that:

1. RFP 2022-OF-13 be awarded to Winnipeg Airport Services Corp.
2. a bylaw be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

- 5.2 Approval of an unbudgeted capital expenditure for survey work at Riverview Cemetery - the administration report was approved as recommended.

Council approval of report AR-22-0021 will agree with the recommendation of Administration that:

1. The unbudgeted expenditure of \$8,825.00 for the surveying and generation of required reference plans laying out additional single and double plots in the Riverview Cemetery and Holy Cross.
2. That the unbudgeted expense be funded by the Cemetery Care and Maintenance Fund

- 5.3 Award of Tender T-2022-10 - MHSW Services to host 2022 Household Hazardous Waste Event - the administration report was approved as presented.

Council approval of this report will ensure:

1. That the Miller Group out of Winnipeg be designated the Town 's 2022 MSHW service provider at an estimated cost of \$43,727.09 (includes HST) in accordance with the tender documents.
2. That the Town 's MSHW event day is scheduled on Saturday September 10, 2022 from 9:00 am to 3:00 pm.

- 5.4 June 2022 Water System Monthly Report - the June Water Report was approved as presented.

- 5.5 Adoption of the Town's Levels of Service Framework - the administration report was approved as presented.

THAT Council approval of report AR-22-0023 adopts the Level of Service Framework for core assets in accordance with O. Reg 588/17

## **6 Outstanding Items**

- 6.1 Make a Big Splash Spray Park Advisory Committee Update - the administration report was approved as recommended.

Council approval of report AR-22-0019 will:

1. Designate the members of the Make A Big Splash Spray Park Advisory Committee as listed in the report.
2. Accept the Draft Terms of Reference for the committee as presented.
3. Designate area in the Legion Park for the development of a Spray Park.

- 6.2 Entering into an easement agreement with the Township of Alberton - the administration report was approved as recommended.

Council approval of report number AP-22-0022 will ensure:

THAT the Town of Fort Frances enter into an easement agreement with The Township of Alberton for the purposes of supplying water services to 11 Highway 11.

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

- 6.3 Review of the Town's Procurement and Purchasing Card Policy - the policy presented was reviewed.

## **7 Information**

- 7.1 Update on Blue Box Recycle Transition - the Blue Box transition report was received and will be forwarded to Council as information only. No action required.

No recommendation required - report AR-22-0017 is for informational purposes only.

- 7.2 June 2022 Wastewater Treatment Monthly Report - the Wasterwater June report was received and will be forwarded to Council as information only. No action required.

## **8 Adjourn / Next Meeting Date**

- 8.1 Meeting adjourned at 9:58 a.m.

Next meeting September 7, 2022.

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #2

June 30, 2022

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held virtually and in the Committee Room - Civic Centre on June 30, 2022 from 12:01 p.m. to 12:42 p.m.

PRESENT: Chairperson, D. McTaggart, Councilor W. Brunetta, Councilor A. Hallikas, G. Beadle, G. McBride

ALSO PRESENT: F. Sinninghe - DSSAB, W. Tilbury - DSSAB, M. Canfield - BDO, Sean Elbourne, Encasa

REGRETS:

**1. Call to Order @ 1201 hrs/Roll Call**

**2. Approval of Agenda as presented.**

2.1 Fort Frances Non-Profit Housing Agenda dated June 30, 2022.

27. Mcbride/Hallikas THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the June 30th, 2022 agenda as prepared.

CARRIED

**3. Disclosure of pecuniary interest and the general nature thereof**

**4. Approval of Previous Minutes**

4.1 Session 1 - 05 May 2022

28. Brunetta/Hallikas THAT the Fort Frances Municipal Non-Profit Housing Corporation Board of Directors approve the minutes of the Board Meeting dated May 5, 2022 as presented.

CARRIED

**5. Items Referred**

5.1 Update - Capital Reserves - Wendy Tilbury. Items discussed - moving this years worth of spending into cash and take the risk out of the equation, lack of growth rate, de-risking portfolio, risk/equity exposure, increase contribution to reserves. Future spending/improvement - good blueprint for future decisions. Any further questions can be directed to Wendy/Sean.

**6. New Business**

6.1 FFMNPHC Financials

29. Hallikas/McBride THAT the Fort Frances Municipal Non-Profit Housing Corporation Board of Directors recommend to Council approval the current year 2nd Quarter Financial Statements for the months of March, April and May 2022 for the Fort Frances Municipal Non-Profit Housing Corporation.

CARRIED

6.2 BDO Audit - results

- 30. Brunetta/Hallikas THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors receive the Independent Auditor’s Report with Financial Statements for the year ended December 31, 2021 from BDO Canada LLP.

CARRIED

- 7. **Standing Items - none**
- 8. **In-Camera - None**
- 9. **Adjourn / Next Meeting Date: 22 September 2022**

9.1 The meeting adjourned at 12:42 p.m.

- 31. Beadle/McBride THAT the Fort Frances Municipal Non Profit Housing Corporation Board of Directors approve the motion to adjourn the meeting of June 30th, 2022.

CARRIED

\_\_\_\_\_  
President / Chairperson

\_\_\_\_\_  
Secretary