

TOWN OF FORT FRANCES

AGENDA - February 25, 2019

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 008) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Presentation from C. Goulding, Chief Executive Officer, Fort Frances Library Board and Technology Centre re: The Value of Your Library - Social and Economic Return on Your Investment Report. 3 - 17

2.2 Presentation from N. Paddock, Executive Director NCDS -re: NCDS Community Involvement.

2.3 Public Meeting re: 357/358 Applications for Tax Adjustment re: 335 Scott Street (2018). 18 - 20

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes under Section 357/358 of the Municipal Act for property located at 335 Scott Street resulting from a demolition of a building to allow the land to be used as a parking lot.

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated February 14, 2019 from T. Fitzgerald, CFO, Gillons Insurance Brokers Ltd. re: Parking Passes 2019 21 - 22

- will be referred to the Planning & Development Executive Committee for recommendation.

4. Resolutions from tonight's Committee meeting

5. By-Laws:

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5.1 By-law 04/19 being a by-law to adopt a Code of Conduct for Members of Council, Local Boards and Committees of the Corporation of the Town of Fort Frances.	23 - 58
5.2 By-law 05/19 being a by-law to appoint Paul S. Heayn as the Integrity Commissioner for the Corporation of the Town of Fort Frances.	59 - 66
6. <u>New Items:</u>	
6.1 Resolution to authorize attendance at 'Essentials of Municipal Fire Protection' seminar - February 21, 2019 - Mayor June Caul and Councillor John McTaggart attended.	67
7. <u>Information Correspondence:</u>	
7.1 AMO Watchfile dated February 21, 2019.	68 - 69
8. <u>Minutes:</u>	
8.1 Downtown Business Improvement Area Board (BIA) Board of Management Meeting dated November 14, 2018.	70 - 72
8.2 Community Services Executive Committee dated February 4, 2019.	73 - 74
8.3 Planning and Development Executive Committee dated February 4, 2019.	75 - 76
8.4 Administration and Finance Executive Committee dated February 5, 2019.	77 - 79
8.5 Operations and Facilities Executive Committee dated February 6, 2019.	80 - 81
9. <u>Non-agenda Items</u>	
10. <u>ADJOURNMENT</u>	

THE VALUE OF YOUR LIBRARY

8.3
MILLION

TOTAL ECONOMIC BENEFIT

Benefits were measured across 7 key factors:

*Cultural Integrity & Regional Identity | Social Inclusion |
Cognitive & Literacy Development | Health & Wellness |
Engaged Citizens & Safer Communities | Entertainment &
Enjoyment | Economic Development*

\$969

Value per Resident



\$2,269

Value per
Household



\$1,303

Impact per
Open Hour



\$17.16

Social Return
on Investment



FIND OUT MORE

Fort Frances Public Library Technology Centre Social and Economic Return on Investment Report

Executive Summary

Public libraries serve their communities as centres of information, art, technology, history, and community life. They compete for scarce public funding along with other community institutions. Small and rural Northern libraries are increasingly challenged to explain their value in the community amid mounting municipal priorities. In addition, funding organizations request that grant applications identify outcomes that will be achieved through the funding. As this becomes more prevalent, libraries are under pressure to define and use outcome based analytics. Small northern libraries need the capacity to define, assess, and report on outcomes or return on investment.

We recently undertook two studies in order to demonstrate the value we offer our community. We examined the social and economic returns on investment gained through funding our services. Through the identification and valuation of our services we have identified that our social return on investment is \$17.16 for every municipal dollar spent. The economic return on investment per dollar spent is \$7.32. Beyond the dollars and cents, we help to make Fort Frances a community. One community member recently commented that “[the Library] is the first place our family felt at home and welcomed when we first moved to Fort Frances.”

Social Return on Investment

Libraries provide many benefits to the communities they serve. This report attempts to calculate the value of those benefits in dollars and cents. Through this study we discovered that for every dollar spent by the Town of Fort Frances on its library in 2017, the community received \$17.16 in benefits. For every hour we were open, we generated \$1,303 in benefits. This can be contrasted with the per hour cost to run the Library, which is \$162. Additionally, the social impact for each household was \$2,269 in value.

What is Social Return on Investment?

Social Return on Investment (SROI) uses a cost-benefit analysis approach to assessing social services. It measures the impact and value of social investments that have been made within a community. To be effective, an SROI needs to be tailored to the service it is measuring. Developing the methodology for an SROI study is costly and time-intensive, however through the Ontario Libraries Capacity Fund Ontario Library Service – North (OLSN) was able to secure two years of funding in order to develop a toolkit able to measure the SROI of northern, rural, and indigenous libraries. Through the funding, OLS-N was able to hire consultants from the NORDIK Institute to develop the study.

Valuing Northern Libraries

Based on a review of relevant literature, focus groups, consultation and site visits, NORDIK designed a measurement tool to encompass the many diverse and unique roles that public libraries play in the North as community hubs. Seven key areas were identified as components of libraries’ benefit to their communities, namely: **Cultural Integrity and Regional Identity, Social Inclusion, Cognitive and Literacy, Health and Wellness, Engaged Citizens and Safer Communities, Entertainment and Enjoyment, and Economic Development**. Three indicators were chosen within each sector that best reflect how libraries’ operations and expenditures contribute to each respective area. The data for each is typically already collected by libraries or is otherwise accessible through library data collection methods.

Cultural Integrity and Regional Identity

We support the cultural integrity and identity of Fort Frances through our collections and services. This includes our local history collection and Tackleshare program. We contribute to a sense of community in Fort Frances. When asked in a recent survey to provide examples of how they felt we provided a positive contribution to our town, nearly half of respondents replied that we provided a sense of community.

Table 1: Cultural Integrity & Regional Identity Benefit

1. Cultural Integrity & Regional Identity Indicators	Economic Benefit
Economic benefit of special collections and other materials related to culture and history of area (incl. snowshoes, fishing rods, GPS, and Indigenous, French, and Immigrant languages)	\$43,915
Economic benefit of the promotion of local cultural and historical events, programs, advertising space and information services about local area	\$14,175
Economic benefit of cultural events	\$15,120
<i>Total economic benefit of Cultural Integrity & Regional Identity indicators</i>	<i>\$73,210</i>

The economic benefit we generated in 2017 through our services and activities related to cultural integrity and regional identity totals \$73,210 based on the SROI indicators.

Social Inclusion

Libraries are key community sites for fostering social inclusion, for providing services that can serve to equalize skill levels, and for fostering relationships of mutual support and trust (see Rao 2012; Rankin 2012; Rosenfeldt 2006). We are no exception, with one member commenting recently that “[the Library] is a safe, welcoming and quiet space for community members to participate in learning and activities. It's for all ages. It's free and accessible!” We also perform a vital role in keeping our seniors connected to each other and the broader community through our book delivery service.

We offer free access to computers and Wi-Fi. The internet has become a crucial part of our every day lives; but not everyone can afford internet access at home. Our computer and Wi-Fi services are available to everyone, regardless of whether or not they are library members. Similarly, membership is not required to attend any of our programs. By broadening access beyond library members to the whole community we are able to ensure that everyone can access the public library as a shared commons.

Table 2: Economic benefit of Social Inclusion

2. Social Inclusion	Economic Benefit
Economic benefit of accessible collections, (i.e., Braille, large print books, Talking Books on CD, etc.)	\$302,952
Economic benefit of inter-library loans	\$8,042
Economic benefit of internet access	\$122,490
<i>Total economic benefit of Social Inclusion indicators</i>	<i>\$433,484</i>

The economic benefit we generated in 2017 through our services and activities related to social inclusion totals \$433,484 based on the SROI indicators.

Cognitive and Literacy Development

Research shows that adults with low literacy levels have more health problems, earn less, and live shorter lives than other adults (Canadian Council of Learning 2010). We address literacy and cognitive development in a variety of ways, ranging from the provision of materials that cater to multiple forms of literacy to programming that creates positive associations with reading and literacy.

We provide a number of programs designed to develop pre-literacy skills. After-school and summer reading programs assist with the continuation of literacy skills development outside of school. Class visits to the Library foster not only a love of reading, but a love of the Library as well. As one patron commented “My children love the library, they offer so many wonderful activities for the kids and we try to utilize as many of the programs offered that we can. Living in a small community it's nice to have programs offered for children and teens.”

Table 3: Cognitive & Literacy Development Benefit

3. Cognitive & Literacy Development	Economic Benefit
Economic benefit of children and youth circulation (incl. books, audio books, DVDs, databases and other materials directed at this age)	\$357,028
Economic benefit of children and youth programming	\$80,805
Economic benefit of class instruction at a library or a school	\$95,850
<i>Total economic benefit of Cognitive and Literacy Development indicators</i>	<i>\$533,683</i>

The economic benefit we generated in 2017 through our services and activities related to cognitive and literacy development totals \$533,683 based on the SROI indicators.

Health and Wellness

Research (Brewster, 2014) reveals a strong connection between the services of public libraries and the health of their patrons, particularly for those who experience mental and physical health challenges. Our patrons know they are more than just another face to our staff. In a recent survey one patron stated “I'd like to thank all the staff for making a huge difference in my sense of well-being. Thank You!!!!” In Northern and rural communities, libraries also serve as a major source of health information (Wathen & Harris, 2007).

Table 4: Health & Wellness Benefit

4. Health & Wellness	Economic Benefit
Economic benefit of health-related programming delivered at the library	\$1,850
Economic benefit of Health and Wellness related collection (incl. books, e-books, DVD's)	\$67,821
Economic benefit of in-library information requests	\$106,250
<i>Total economic benefit of Health and Wellness indicators</i>	<i>\$175,921</i>

The economic benefit we generated in 2017 through our services and activities related to health and wellness totals \$175,921 based on the SROI indicators.

Engaged Citizens and Safer Communities

Previous research has identified the considerable impact that libraries have demonstrated in strengthening community relationships between individuals, families, and other groups. Libraries develop a shared sense of place and community while contributing to crime prevention through social development (Rankin, 2012). Promoting and improving community dialogue and understanding was one of the most consistent outcomes noted in a 2012 study in Yorkshire, England. Early interventions, provision of meeting spaces, and community partnerships all contribute to building community capacity and the ability of library patrons to engage in public life and access government services (Hanna, 2012; Ulvik, 2010; Rankin, 2012).

Developing relationships is also important for developing engaged citizenship and building safer communities. Through various programs and accidental interaction, patrons have an opportunity to create and develop relationships with a broader cross-section of the population at the Library than they might ordinarily meet in their daily lives. Our meeting spaces support the work of local citizens in strengthening the social economy and the town's overall resiliency.

We have assisted with and benefited from a number of community partnerships. One large example would be Operation: Safe Halloween Trunk or Treat, which sees a committee comprised of a number of organizations come together to plan a large and safe Halloween celebration. This partnership, along with the many others that we engage in assists with community building and sees the promotion of the work each partner does to strengthen the social fabric of Fort Frances. As one community member stated in a recent survey "Libraries have evolved to be much more than books and [the] FFPLTC is doing a great job at being a community hub. The library instills me with a sense of civic pride in my community. It is truly a place where we can come together."

We also engage a number of citizens in volunteer opportunities, for instance our Board is comprised of five community volunteers and two councillors. We provide opportunities for high schoolers to complete their community service hours. Our community-led programs see community members volunteer their time to run library programming. Additionally, many volunteer opportunities are provided through our Friends of the Library.

Table 5: Engaged Citizens & Safer Communities Benefit

5. Engaged Citizens & Safer Communities	Economic Benefit
Economic benefit of a library membership	\$2,189,922
Economic benefit of volunteer hours (incl. adults, board members, community hours and student coops)	\$3,284
Economic benefit of community development workshops (incl. community development workshops; newcomer programs; technology, social media and computer literacy workshops)	\$127,375
<i>Total economic benefit of Engaged Citizens and Safer Communities indicators</i>	<i>\$2,320,581</i>

The economic benefit we generated in 2017 through our services and activities related to promoting engaged citizens and safer communities totals \$2,320,581 based on the SROI indicators.

Entertainment and Enjoyment

In 2014, the Canadian Library Association reported that libraries provide enjoyment and entertainment to their patrons in two important ways: through their ever-changing collections of books, CDs, DVDs, eBooks, audio books, and a wide range of other materials, and as a place to hang out. For populations living in Northern, rural, and First Nation communities, both of these functions may be of even greater importance than in larger urban centres.

Our collections and programs continue to grow and adapt to community needs. We host a number of programs for all ages which provide affordable entertainment, social interaction and opportunities to learn new things for the whole community. A community member recently commented “The library is a hive of activity. The staff has established programs for all segments of the community - young children, tweens, teens, adults - and constantly strives to meet the needs of our community. The library is a sea of learning in our town.”

Table 6: Entertainment & Enjoyment Benefit

6. Entertainment & Enjoyment	Economic Value
Economic benefit of Adult Circulation (All materials)	\$2,470,794
Economic benefit of Adult & Seniors programming and services (incl. cooking, knitting, yoga etc.)	\$22,140
Economic benefit of library visits	\$478,640
<i>Total economic benefit of Enjoyment and Entertainment indicators</i>	<i>\$2,971,574</i>

The economic benefit we generated in 2017 through our services and activities related to entertainment and enjoyment totals \$2,971,574 based on the SROI indicators.

Economic Development

Public libraries boost the economy of their local communities, not only through the provision of direct jobs and spin-off jobs (MPI, 2013) but also by the role we play in facilitating entry into the labour market (Rao, 2012). Other advantages include access to Wi-Fi services, providing office space and equipment for home-based businesses and local entrepreneurs, as well as supporting the local economy by purchasing goods and services in the community.

In a recent survey 10% of respondents pointed at either our study rooms or the Shaw Community Hub as being encouragement to use the Library, with many directly stating that they use these spaces for work or to study. In 2017, we were able to provide direct employment to 12 people. We were also able to bring \$40,284 into the community through grants received from outside sources.

Table 7: Economic Development Benefit

7. Economic Development	Economic Benefit
Economic benefit of funds leveraged from outside the community (incl. library-specific funding, e.g., capacity building, pay equity, provincial operating grants).	\$40,284
Economic benefit of self-generated revenues (incl. contracts, donations, employment funding, fees, grants, room rental) Project funding available only through application	\$66,139
Economic benefit of Employment, Training and Development	\$677,882
Total economic benefit of Economic Development indicators	\$784,305

The economic benefit we generated in 2017 through our services and activities related to economic development totals \$784,305 based on the SROI indicators.

The Social Return on Investment of the Fort Frances Public Library Technology Centre

Social Return on Investment (SROI) is a term originating from return on investment (ROI), as used by traditional investors. It describes the social impact of an organization's operations in dollar terms, relative to the investment (Lingane, 2004). The SROI toolkit assesses seven main areas: cultural integrity and regional identity, social inclusion, cognitive and literacy development, health and wellness, engaged citizens and safer communities, entertainment and enjoyment, and economic development.

Our SROI cannot be fully captured by economic indicators. In fact, perhaps the most significant value of the library is serving as a community hub, which contributes to our community's overall health and well-being, cohesiveness, and engagement. This is necessarily under-rated when reported in primarily quantifiable terms. Nevertheless, the SROI calculation is a valuable exercise in that it reveals some aspects of library service that would otherwise remain hidden from the general public, policy-makers, and funders. Table 8 indicates the total of each of the seven benefit areas of the framework.

Table 8: Total Benefits

Totaling Indicators	Economic Benefit
1. Cultural Integrity & Regional Identity	\$73,210
2. Social Inclusion	\$433,484
3. Cognitive & Literacy Development	\$533,683
4. Health & Wellness	\$175,921
5. Engaged Citizens & Safer Communities	\$2,320,581
6. Entertainment & Enjoyment	\$2,971,574
7. Economic Development	\$784,305
Subtotal	\$7,292,758
Premium Value for underserved area¹	1.14%
Total Economic Benefit of the 7 indicator areas	\$8,322,742

¹ This premium is based on the percentage difference between the cost of a Nutritious Food Basket in Toronto versus the Northwest

Once the totals of the seven indicators are tabulated, the SROI may be calculated as shown in Table 9.

Table 9: SROI for the Fort Frances Public Library Technology Centre

Social Return on Investment Data		Economic Benefit
Economic Benefit	Economic Benefit of the 7 indicator areas (Table 8)	\$7,292,758
Total Economic Benefit	Economic Benefit x Premium Value for locale	\$8,322,742
Benefit per Resident	Total Economic Benefit divided by number of residents in catchment area	\$969
Impact per household	Total Economic Impact divided by the number of households in catchment area	\$2269
Impact of an Open Hour	Total economic benefit of the circulation of all materials for all ages, plus the total economic benefit of all programs and services, plus the economic benefit of internet access, divided by the total number of open library hours of all branches, not including statutory holidays.	\$1303
Total Social Return on Investment	Total Economic Benefit divided by the municipality's operating grant	\$17.16
Total Social Return on Investment as a Percentage	Total Social Return on Investment expressed as a percentage	1716%

In 2017, the monthly cost of the Nutritious Food Basket for the Northwestern Health Unit area was \$976.20 to feed a family of four; whereas Toronto's monthly cost was \$855.39. The difference represents a premium value of 1.14% as an underserved area. This premium value is used the calculations to acknowledge the access and benefits to services provided by public libraries in communities which otherwise may be unavailable.

The Fort Frances Public Library Technology Centre's catchment area includes 8,587 residents in 3,668 households according to the 2016 Census. We are open 2,984 hours a year, and the impact yielded for each of those hours is hour \$1,303.

Through the calculations, it is clear that we yield at least \$8,322,742 in total economic benefit and a return on municipal investment of \$17.16. Expressed as a percentage, every dollar invested by the municipality yields 1,716% in economic benefit. These calculations demonstrate the monetary value of our cultural, social, cognitive, health, and economic benefits as well as our contributions to community cohesion and an improved overall quality of life. Despite the clear economic benefit of library services across each of the sectors measured, it is important to remember that not every benefit to community life that we offer can be quantified in terms of monetary value.

In terms of SROI, we are integral to our community's life and future development. We have demonstrated our capacity as a driver of community development and our ability to maximize the local benefit of our funding.

THE VALUE OF YOUR LIBRARY

**3.5
MILLION**

TOTAL ECONOMIC IMPACT

Benefits were measured across 3 key factors:

Direct Tangible Benefits | Direct Spending | Indirect Tangible Benefits

\$413

Value per Resident



\$966

Value per Household



\$756

Impact per Open Hour



\$7.32

Return on Investment



FIND OUT MORE

Economic Return on Investment

In addition to SROI, we have also examined the Economic Return on Investment (ROI) of the Library. The ROI study used the template provided by the Toronto Public Library (TPL) and the Martin Prosperity Institute (MPI). For every dollar spent by the municipality on the Library in 2017, the community received \$7.32 economic benefit and a return on investment of 632%. For every hour we were open, \$756 in benefit was generated. Additionally, the economic impact for each household was \$966 last year.

What is Economic Return on Investment?

ROI is a cost-benefit approach to assessing how much was gained by an individual or organization relative to how much they invested. In 2013, MPI and TPL devised a study examining the economic impact of the TPL. Their study and the calculations used are easily adaptable to our library. The study examined the direct tangible benefits generated by the use of our programs, services, space, and collections as well as the intangible benefits generated by our spending.

Direct Tangible Benefits

Within the study, direct tangible benefits are those benefits which community members reap themselves. It's the money they save by using our collections, services, space and programs. In order to present an accurate picture of the benefits accrued by the community two different discounts were applied to the retail value of each item in order to generate low (20% of the retail price), middle (60% of the retail price), and high (full retail price) values of economic impact. The market values used in the study were those established in the SROI study, any exceptions have been noted.

Use of Collections and In-Library Use

Our community benefits from our collections in many ways. They benefit when they check materials out, but also when they use them in the Library. Our collections provide entertainment and learning - the ability to relax while watching a movie in the evening, a story for a family to read at bedtime, or even a new recipe to try for the weekend. One patron recently commented "I got a library card last month after over 15 years without one. So nice to read as many books as I want without buying them." Community members who cannot visit the Library in person also benefit through the cost-savings of our book delivery service to Rainycrest and the Manors.

Table 10: Economic benefit of collection use

Collection Use (All Formats and Audiences)	Circulation	Retail Value	Low (80% Discount)	Midpoint (40% Discount)	High (No Discount)
Circulation	88285	\$6.99-\$119	\$515,534	\$1,532,292	\$2,549,049
In-House Use	2919	\$0.45-\$912	\$64,399	\$193,196	\$321,994
Materials Delivery	4610	\$2.50 ²	\$11,525		
<i>Total economic benefit of Collection Use</i>	95,814		\$591,458	\$1,737,013	\$2,882,568

The economic benefit we generated for the community through the use of our collections in 2017 totals \$1,737,013, based on the ROI indicators.

² The cost of a dial-a-Ride fare

Programs

The vast majority of library programs are free. When a charge is made for a program the cost is based on a cost recovery model for our more expensive programs. Economic benefit is provided to the community through this provision of entertainment. Library programs do not offer entertainment alone, with many programs supporting skills development, especially pre-literacy and literacy skills. To quote a community member “[The Library is] an amazing place for people of all ages to grow, learn and participate in community programs.” The ROI study only examines the economic benefit derived from programs and does not capture the many additional benefits library programming offers the community unlike SROI.

Table 11: Economic benefit of Program Attendance

Program Attendance	Attendees	Market Value	Total Economic Value
Cultural Programs	504	\$30	\$15,120
Children and Youth Programs	5437	\$15	\$81,555
Class Visits	1917	\$50	\$95,850
Skills/Community Development	5169	\$25	\$129,225
Adult Programs	1069	\$20	\$21,380
<i>Total economic benefit of Program Attendance</i>	14096		\$343,130

The economic benefit generated for the community through program attendance in 2017 totals \$343,130 based on the ROI indicators.

Reference and Database Services

Despite the many changes to library services over the past few years, our role as an information provider remains one of our most vital services. There is an economic impact to having access to both vetted information sources as well as a person to help navigate the information overload that exists within the digital age. Staff are able to assist patrons with finding the right information and in learning how to use the many digital and technological tools available at the Library. In a recent survey, one person responded “... staff are very open and friendly and will find a way to correctly answer the questions I have, suggest books similar to the ones I like and has a variety of things that I can do other than read a book.”

Table 12: Economic benefit of Information Requests and Database Searches

Information Requests and Database Searches	Number	Market Value	Total Economic Value
Reader’s Advisory	1450	\$25	\$36,250
Reference Requests	1050	\$25	\$26,250
ICT Requests	1750	\$25	\$43,750
Database Searches	3892	\$25	\$97,300
<i>Total economic benefit of Information Requests and Database Searches</i>	4071		\$203,550

The economic benefit generated for the community through the use of our online resources and information services in 2017 totals \$203,550 based on the ROI indicators.

Technology Access

Access to the internet and computers is now considered a basic service. Due to the costs of service or a lack of availability however, many people experience barriers to accessing what has become an integral part of our every day lives. A lack of internet service can lead to both financial loss as well as a lowered quality of life (EKOS, 2016). The Library offers a bridge across the digital divide by providing free access to both the internet and computers to our community members. One person responded in our survey that “I use the internet connection because the Internet where I live is unreliable.” There is a very clear economic impact associated with providing our community access to the internet as shown in Table 13.

Table 13: Economic benefit of Technology Access

Technology Access	Number	Market Value	Total Economic Value
Computer Access	10,962	\$5	\$54,810
Wi-Fi Usage	13,536	\$5	\$67,680
<i>Total economic benefit of Technology Access</i>	24,498		\$122,490

The economic benefit generated for the community through the access to technology we provided in 2017 totals \$122,490 based on the ROI indicators.

Meeting and Study Space

The community receives an economic benefit from the use of our space, which is used for studying or conducting business. We provide a comfortable environment with fast internet speed, which is vital to today’s businesses and students. Someone commented recently “I mostly come here for a place to be, it’s a good quiet environment for getting some reading or getting some work done. I use the rooms when I have webinars or need to do online tests.”

Table 13: Economic benefit of Meeting and Study Space

Meeting and Study Space	Number of Hours/Visitors	Market Rate/Hour	Total Economic Value
Room Rentals	2,296	\$12.20-\$17	\$31,379
Study Space Usage	45,949	\$4	\$183,798
<i>Total economic benefit of Meetings and Study Space</i>	48,246		\$215,177

The economic benefit generated for the community by the access to study and meeting spaces we provided in 2017 totals \$215,177 based on the ROI indicators.

Value of an Open Hour

Our community gains significant economic value for each hour that the Library is open in a year. Many of the benefits we provide can only be accessed during open hours. Past history has proven that the fewer hours we are open, the less our services are used. When there was a reduction in Library hours of 16% in 2012 the number of annual visits to the Library dropped by 25%. The more accessible our services are, the more they are used, and the more value we are able to provide our community.

Table 13: Economic impact of an Open Hour

Value of an Open Hour	Low	Midpoint	High
Total Economic Benefit	\$1,111,441	\$2,256,995	\$3,402,550
Open Hours	2984		
Value of an Open Hour	\$372.47	\$756.37	\$1,140.26

In order to calculate the economic impact each open hour has on the community the benefits that are a direct result being open were totaled and then divided by the number of hours we are open. The results show that we had an economic impact of \$756.37 for each hour we were open in 2017.

Indirect Tangible Benefits

The community receives indirect economic benefits related to our spending. Through our operational purchases, capital investments, materials spending, and salary expenditures, we are able contribute to the economic wellbeing of the community. In addition to actual expenditures, the study also applied value to the employment experience gained by Library pages.

Table 14: Indirect Tangible Benefits

Indirect Tangible Benefits	Low (60% Discount)	Midpoint (30% Discount)	High (Actual Costs)
Operational	\$50,919	\$89,108	\$127,298
Capital	\$12,978	\$22,712	\$32,446
Employment	\$158,409	\$277,217	\$396,024
Materials	\$22,340	\$39,095	\$55,850
Pages Employment Experience	\$5,390	\$9,433	\$13,476
Total Indirect Tangible Benefits	\$250,037	\$437,565	\$625,093

The indirect economic benefit generated for the community by our expenditures totals \$437,565 based on the ROI indicators.

The Economic Return on Investment of the Fort Frances Public Library Technology Centre

The ROI Study shows the economic benefits gained by our community through investment in the Library. The study focused on three areas: **Direct Tangible Benefits**, **Direct Spending**, and **Indirect Tangible Benefits**.

This study only focused the dollars saved by the community by using the Library, it does not reflect any of the additional benefits gained by the community through using our services the same way the SROI Study does. The ROI study therefore, only offers a partial picture of the benefits of library services. That being said even looking at only the more narrowly focused ROI study, there is clear and demonstrated economic value to library services.

Table 14: ROI for the Fort Frances Public Library Technology Centre

Economic Return on Investment Data		Low	Midpoint	High
Direct Tangible Benefits	Collection Use	\$591,458.14	\$1,737,012.91	\$2,882,567.69
	Programs	\$343,130.00		
	Reference and Database Services	\$203,550.00		
	Technology Access	\$122,490.00		
	Meeting and Study Space	\$215,176.54		
	Total Direct Tangible Benefits	\$1,475,804.68	\$2,621,359.45	\$3,766,914.23
Direct Spending	Operations	\$127,297.55		
	Capital (annual average)	\$32,445.92		
	Employment	\$396,023.59		
	Materials	\$55,849.70		
	Total Gross spending	\$611,616.76		
	Revenue Offsets to Costs	\$127,400.10		
	Total Direct Spending	\$484,216.66		
Indirect Tangible Benefits	Operations	\$50,919.02	\$89,108.29	\$127,297.55
	Capital (annual average)	\$12,978.37	\$22,712.14	\$32,445.92
	Employment	\$158,409.44	\$277,216.51	\$396,023.59
	Materials	\$22,339.88	\$39,094.79	\$55,849.70
	Pages Employment Experience Benefits	\$5,390.40	\$9,433.20	\$13,476.00
	Total Indirect Tangible Benefits	\$250,037.10	\$437,564.93	\$625,092.76
Total Economic Impact		\$2,210,058.44	\$3,543,141.04	\$4,876,223.65
Impact per Dollar Spent		\$4.56	\$7.32	\$10.07
Impact per Resident (as defined in SROI)		\$257.37	\$412.62	\$567.86
Impact per Household (as defined in SROI)		\$602.52	\$965.96	\$1,329.40
Total Benefits		\$1,725,841.78	\$3,058,924.38	\$4,392,006.99
Return on Investment		356%	632%	907%
Average Value of One Open Hour		\$372.47	\$756.37	\$1,140.26

Our community is able to benefit greatly from an excellent return on investment. The tax dollars spent supporting the Library's services lead to an economic impact of \$7.32 per dollar spent and a return on investment of 632%. The total economic impact of the Library is \$3,543,141.

For every hour that the Library was open in 2017 the community gained \$756 in value, while the per hour cost to run the Library was only \$162. The difference in value gained versus cost remains significant. Library members enjoy significant benefits that are derived from using our services. Many of the social benefits were outlined in the SROI section of this report. In addition to the social benefit of memberships, the economic value of a library membership is \$578. These studies have shown that an investment in the Fort Frances Public Library Technology Centre and is a wise one.

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**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/17**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: February 12, 2019
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 335 Scott Street (2018) Roll# 5912-020-002-04200-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2018 taxes for 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot, for the period of December 18-31, 2018.

The Municipality may object to the applications 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 presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2018 was mailed to the applicant on February 11, 2019 indicating notification that the public hearing is scheduled for Monday, February 25, 2019.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2018 taxes under Section 357/358 of the *Municipal Act* for property located at 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 taxes under Section 357/358 of the *Municipal Act* for property located at 335 Scott Street resulting from a demolition of a building for the land to be used as a parking lot.

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: 2018

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-002-042-00
Property Address: 335 SCOTT ST Applicant Name: WADE FRIESEN
Owner Name: GOODDAY WHOLESALERS (CROZIER) LTD Contact Number: 875-5683
Mailing Address: 553 ELM AVE Alternative Number: _____
FORT FRANCES ON P44 25 Email Address: SALES@THE SLEEPY COW.COM

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

Details of Reason for s357, s358 or s359 application: BUILDING DOWN - TO BE USED AS A PARKING LOT
Effective from: 12/18/18 to 12/31/18 Applicant Signature: WAF Date: 12/19/18
(MM/DD/YY) (MM/DD/YY)

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	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CT</u>			<u>155,000</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

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

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

MPAC's RESPONSE

Owner name(s)	GOODDAY WHOLESALERS (CROZIER) LTD
Roll number	5912-020-002-04200-0000
Property location	335 SCOTT ST
Property description	PLAN ALB E1/2 LOT 358 PCL 8509
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	December 20, 2018
Claim relief period	From: December 18, 2018 - To: December 31, 2018
Taxation year	2018

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C T	174,000	155,000	155,000	155,000	155,000	155,000
Total	174,000	155,000	155,000	155,000	155,000	155,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C T	68,477	61,000	61,000	61,000	61,000	61,000
Total	68,477	61,000	61,000	61,000	61,000	61,000

MPAC Remarks

MPAC confirmed structure demolished Dec 18, 2018. Property remains at COM CT used in conjunction with adjacent business for parking. 2019 tax app to be processed.

MPAC Representative:
Date:

Mark Cawston
January 14, 2019



February 14, 2019

Lisa Slomke
Clerk
Corporation of the Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9

RE: Parking Passes 2019

Dear Ms. Slomke,

We have received the Town's invoice (attached) for Gillons Insurance in the amount of \$8,814 for 13 parking spots. We would like to negotiate this price.

The average Gillons employee will only use a parking spot for 200 days a year. The amount charged per day from the meter is \$2.00 and includes tax. If we simply paid at the meter every day, the total cost would be \$5,200 per year (13 spots X \$2/spot/day x 200 days). Gillons could provide \$400 to each of the 13 employees for the year and then it would be their responsibility to pay at the meter. This would save Gillons \$3,614 and would be a better alternative than paying this invoice.

However, we think it would be mutually beneficial for Gillons to keep the Town parking spots, but pay less than \$5,200. The Town would receive its money upfront and in full at the beginning of each year. You would not have to spend time and resources "policing" the parking spots. From our point of view, Gillons employees would not have the inconvenience of carrying around change to pay at the meter.

I am proposing that Gillons pays \$4,000 per year plus tax, for a total of \$4,520.

Please consider this request. We thank you for your time and for the parking spots provided by the Town to Gillons for the past few years. We hope we can continue to use them!

Sincerely,

A handwritten signature in black ink that reads "Trevor Fitzgerald".

Trevor Fitzgerald, CAIB, BBA
Chief Financial Officer

Gillons Insurance Brokers Ltd
326 Church Street, Fort Frances, ON



Customer ID	GILLO0001
INVOICE	IVC0000005071
Type	
Date	2019-01-29
Page	1

Bill to:

GILLONS INSURANCE BROKERS LTD
326 CHURCH STREET
FORT FRANCES ON P9A 1E1

Purchase Order ID		Payment Terms ID			
BYL		Net 30			
Item Number	Description	Quantity	U Of M	Unit Price	Ext. Price
PARKING	13 STALLS FOR 2019	13	Each	\$600.00	\$7,800.00
				Subtotal	\$7,800.00
				Misc	\$0.00
				Tax	\$1,014.00
				Freight	\$0.00
				Trade Discount	\$0.00
				Total	\$8,814.00

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to adopt a Code of Conduct for Members of Council, Local Boards and Committees of the Corporation of the Town of Fort Frances)

WHEREAS the Municipal Act, 2001, as amended, provides municipalities with the powers of a natural person to enable them to govern their affairs as they consider appropriate under this or any other Act and to enhance their ability to respond to municipal issues;

AND WHEREAS section 223.2 of the Act, as amended, authorizes a municipality to establish a code of conduct for members of the Council of the municipality;

AND WHEREAS the establishment of a Code of Conduct reflects the principles of transparent and accountable government;

AND WHEREAS ethics and integrity are essential to the effective and fair operation of government and to the assurance of public confidence and trust in government and in the political process;

AND WHEREAS elected officials are expected to perform their duties in a manner that promotes public confidence and avoids the improper use of their office;

AND WHEREAS Council deems it expedient to adopt a Code of Conduct for the Town of Fort Frances pursuant to the Act, as amended;

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

1. That the “Code of Conduct” attached hereto as Schedule A to this by-law be approved.
2. That the Integrity Commissioner Inquiry Protocol attached hereto as Schedule B (with Appendix’) to this by-law be approved.
3. In the event that a section or sections of this by-law are found by a Court of competent jurisdiction to be invalid or ultra vires, such section, sections or parts thereof shall be deemed to be severable, with all other sections or parts of this by-law remaining in the full force and effect.

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

READ THREE TIMES and finally passed in open Council this 25th day of February 2019.

J. Caul, Mayor

E. Slomke, Clerk

INSERT LOGO



Code of Conduct

[INSERT TYPE] of [INSERT NAME]

Important Disclaimer: this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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1. Principles Upon Which This Code is Based

- 1.1 A municipality is a responsible level of government. Improving the quality of municipal governance and administration can best be achieved by encouraging high standards of conduct on the part of all Members. In particular, the public is entitled to expect the highest standards of conduct from the Members of its local government. In turn, adherence to these standards will protect and promote the Municipality's reputation and integrity.
- 1.2 Key statements of principle that underline this Code of Conduct are as follows:
- a) Council, and its Members are the leaders of the Municipality both inside and outside its geographic boundaries. Especially in an age of social media and electronic messaging, strong positive management of the reputation of the Municipality is needed. The statements and behavior of Council affect the Municipality's reputation as a place to live and do business. Conflict and inappropriate conduct among Members, staff, officers and members of the public, adversely affects the Municipality's reputation and is to be avoided. Put differently, Council has a strong role to protect and promote the Municipality and its reputation as an excellent place to live, work and do business;
 - b) Members must serve and be seen to serve their constituents in a conscientious and diligent manner;
 - c) Members must be committed to performing their functions with integrity, avoiding the improper use of the influence of their office, and conflicts of interest, both real and perceived;
 - d) Members are expected to conduct themselves and perform their duties in office and arrange their private affairs in a manner that promotes public confidence and will bear close public scrutiny;
 - e) Members must recognize and act upon the principle that democracy is best achieved when the operation of government is as transparent and accountable to the Public as possible;
 - f) Members shall seek to serve the public interest by upholding both the letter and spirit of the laws of Parliament and the Ontario Legislature, as well as the laws and policies adopted by the Municipal Council;

- g) Members must not use the status of their position to inappropriately influence the decision of another individual or body. For example, to obtain a personal advantage for the Member, the Member's parents, children, spouse, staff, friends, associates, business or otherwise; or to disadvantage another party.
- h) Members shall be respectful of the role of staff to provide advice with political neutrality and objectivity and without undue influence from a Member or Members.

2. Application of this Code

- 2.1 This Code of Conduct applies to every Member.

3. Definitions

- 3.1 In this Code of Conduct:

- a) "Benefit" means preferential treatment, privileged access, favours or other advantage including, but not necessarily limited to, invitations to sporting, cultural or social events, access to discounts and loyalty programs and promises of a new employment.
- b) "Ceremonial Gift" means official gifts provided as part of the culture or practices of communities or government within Canada or internationally, which although they may be given to a Member, are accepted by a Member on behalf of a municipality and become the property of a municipality.
- c) "Child" means a child born within or outside marriage and includes any adopted child, step child, foster child and a person whom a Member has a demonstrated a settled intention to treat as a child of his or her family;
- d) "Confidential Information" means any information in the possession of, or received in confidence by, the Municipality that the Municipality is prohibited from disclosing, or has decided to refuse to disclose, under the *Municipal Freedom of Information and Protection of Privacy Act* or any other law. Confidential Information also includes information of a corporate, commercial, scientific or technical nature received in confidence from third parties; personal information; information that is subject to solicitor-client privilege; information that concerns any confidential matters pertaining to personnel, labour relations, litigation, property acquisition, the security of the property of the Municipality or a Local

Board; and any other information lawfully determined by the Council to be confidential, or required to remain or be kept confidential by legislation or order.

- e) “Council” means the Council of the **[INSERT NAME]**
- f) “Gift” means free or discounted items or services and any item or service that would, viewed in light of all the circumstances, be regarded as a gift by a reasonable Person not including Ceremonial Gifts.
- g) “Hospitality” means the friendly reception and entertainment of guests, which may range from light refreshments at a meeting to expensive restaurant meals and sponsored travel or accommodation.
- h) “In-camera meeting” means a meeting, or part of a meeting, closed to the public pursuant to section 239 of the *Municipal Act, 2001*.
- i) “Information” includes a record or document written or otherwise;
- j) “Integrity Commissioner” means the Person appointed by by-law in accordance with section 223.3 of the *Municipal Act, 2001* and who is responsible for performing, in an independent manner, the functions assigned by the Municipality with respect to the application of the Code of Conduct for Members.
- k) “Local Board” means, for the purpose of this Code of Conduct, a local board other than:
 - i. A society as defined in subsection 2(1) of the *Child, Youth and Family Services Act, 2017*;
 - ii. A board of health as defined in subsection 1(1) of the *Health Protection and Promotion Act*;
 - iii. A committee of management established under the *Long-Term Care Homes Act, 2007*;
 - iv. A police services board established under the *Police Services Act* and/or the *Police Services Act, 2018*;
 - v. A board as defined in section 1 of the *Public Libraries Act*; and
 - vi. A corporation established in accordance with section 203 of the *Municipal Act, 2001*;

- l) “Member” means a member of Council, which shall include the Mayor/Reeve, members of Committees and members of Local Boards, unless, with respect to members of Local Boards, the context requires otherwise, and shall not include staff or ratepayers.
- m) “Officer(s)” means a person who holds a position of responsibility with definite rights and duties prescribed by statute or by-law.
- n) “Parent” means a person who has demonstrated a settled intention to treat a child as a part of his or her family whether or not that person is the natural parent of the child;
- o) “Person” includes a corporation, partnership, association and any other entity, as the context allows; and
- p) “Spouse” means an individual to whom an individual is married or with whom an individual is living in a conjugal relationship outside marriage.
- q) “Transparency” means that the municipality actively encourages and fosters stakeholder participation and openness in its decision-making processes. It means that the municipality’s decision-making process is open and clear to the public.

4. Compliance with Declaration of Office

- 4.1 Every Member shall act in accordance with his or her declaration of office sworn pursuant to section 262 of the *Municipal Act, 2001*. A copy of the Declaration of Office is attached as Schedule “A”.

5. Adherence to Council Policies and Procedures

- 5.1 Every Member shall observe and comply with every provision of this Code of Conduct, as well as all other policies and procedures adopted or established by Council.

6. Conduct at Meetings

- 6.1 Every Member shall conduct himself or herself properly and in a civil and respectful manner at meetings, and in accordance with the provisions of the Procedural By-law, this Code of Conduct, and other applicable law.

- 6.2 Members will respect the decision-making process. Members will attempt to accurately and adequately communicate the attitudes and decisions of Council, even if they disagree with a majority decision of Council.
- 6.3 Members shall strive to attend all Council Meetings. Any Member who is unable to attend a Council Meeting shall advise the clerk as soon as is reasonably possible of the reason for their absence.

7. Conduct Respecting Others

- 7.1 Every Member has the duty and responsibility to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation, and to ensure that the municipal work environment is free from discrimination and harassment. The Member shall be familiar with, and comply with, the Municipality's Workplace Anti-Violence, Harassment and Sexual Harassment Policy.
- 7.2 A Member shall not use indecent, abusive or insulting words, tone or expressions toward any other Member, any municipal staff or any member of the public.
- 7.3 A Member shall not speak in a manner that is discriminatory to any individual, based on any protected grounds. Protected grounds include: citizenship, race, place of origin, ethnic origin, colour, ancestry, disability, age, creed, sex/pregnancy, family status, marital status, sexual orientation, gender identity, and gender expression¹¹.

8. Conduct Respecting Staff and Officers

- 8.1 Under the direction of the senior administrative staff, and in accordance with the decisions of Council, staff and Officers are required to serve the municipal corporation as a whole. Every Member shall be respectful of the role of staff and Officers to provide advice based on political neutrality and objectivity and without undue influence from any Member or group of Members. Accordingly, no Member shall maliciously or falsely injure or impugn the professional or ethical reputation of any staff person or Officer.
- 8.2 Members shall acknowledge and respect the fact that staff carry out directions of Council, through senior staff, including but not limited to the treasurer, clerk, director of public works, and administer the policies of the Municipality. No Member shall perform, direct or attempt to undermine the duties of any staff person or Officer except in accordance with the Municipality's procedural by-law.

¹¹ See *Human Rights Code*, R.S.O. 1990, c.H.19

- 8.3 Every Member shall show respect for staff and Officers, and for their professional capacities and responsibilities.
- 8.4 No Member shall direct, instruct or compel any staff member or Officer to engage in partisan political activities or subject any staff member or Officer to threat or discrimination for refusing to engage in any such activity.
- 8.5 No Member shall use or attempt to further his or her authority or influence by intimidating, threatening, coercing, commanding or improperly influencing any staff person or Officer or interfering with that person's duties, including the duty to disclose improper activity.

9. Gifts, Benefits and Hospitality

- 9.1 For the purposes of this Code, Gifts, Benefits and Hospitality provided, with a Member's knowledge, to that Member's spouse, child or parent, or to his or her staff, that is connected directly or indirectly to the performance of the Member's duties, are deemed Gifts, Benefits and Hospitality provided to that Member.
- 9.2 No Member shall accept Gifts, Benefits and Hospitality connected directly or indirectly with the performance of his or her duties, unless permitted under one or more of the exceptions listed below:
- 9.3 Each of the following is recognized as an exception:
 - a) compensation authorized by law;
 - b) Gifts, Benefits and Hospitality of the kind that normally accompanies the responsibilities of office and is received as an incident of protocol or social obligation;
 - c) a political contribution otherwise authorized and reported as required by law, in the case of a Member running for office;
 - d) services provided without compensation by a Person volunteering their time in a function that would not normally be provided for compensation;
 - e) a suitable memento of a function honouring the Member;

- f) food, lodging, transportation or entertainment lawfully provided by any Provincial, regional or local government or board or political subdivisions of any of them, by the Federal government, a foreign government, or by those organizing a conference, seminar or event where the Member is speaking or attending in an official capacity;
- g) food and beverage consumed at a banquet reception or similar event, if:
 - i. attendance by the Member is for a legitimate municipal purpose;
 - ii. the Person extending the invitation, or a representative of the organization holding the event, is in attendance; and
 - iii. the value is reasonable;
- h) communications to the office of a Member, even if such communication would, in the ordinary course, require a subscription; and
- i) a sponsorship or donation for a community event organized or run by a Member, or a third party on behalf of a Member, subject to the limitations set out in any applicable municipal policy.

9.4 Except for exception 9.3 (c) (political contributions allowable by law), these exceptions do not apply where Gifts, Benefits and Hospitality are provided by a lobbyist or a lobbyist's client or employer. In this provision, a lobbyist is an individual, organization or business who or that:

- a) lobbies, or causes the lobbying of, any public office holder of the Municipality, the municipal council or corporation or a Local Board;
- b) the Member knows is attempting or intending to lobby the Member or any of the public, Persons or bodies listed in paragraph (a); or
- c) is maintaining an active lobbyist registration with the Municipality, whether or not with respect to any specific or current subject matter.

9.5 The exceptions in section 9.3 do not apply to a gift from an anonymous sender. No Member shall accept a gift from an anonymous sender. Where a Member receives a gift from an anonymous sender, the Member will turn the gift in to the Clerk who will donate the gift to a charity/organization on the Municipality's approved donation list.

- 9.6 In the case of any of the recognized exceptions in sections 9.3 (b), (e), (f), (h) and (i), to enhance transparency and accountability with respect to Gifts, Benefits and Hospitality, if the value of the Gift, Benefit or Hospitality is over \$300, or if the total value of Gifts, Benefits and Hospitality received from any one source during the course of a calendar year exceeds \$300, the Member shall file, within 30 days of receipt, or of reaching the annual limit, a disclosure statement with the Municipality or with its Integrity Commissioner.
- 9.7 The disclosure statement must set out:
- a) the nature of all Gifts, Benefits, and Hospitality;
 - b) its source and date of receipt;
 - c) the circumstances under which it was given and received;
 - d) its estimated value or, if determinable, its exact value;
 - e) what the recipient intends to do with any gift; and
 - f) whether any gift will at some point be provided to the Municipality.
- 9.8 Every disclosure statement filed under this Code shall be made a public record and posted in a place available for public review.
- 9.9 Upon receiving a disclosure statement, the Municipality or the Integrity Commissioner, as the case may be, shall examine, or in the case of the Municipality, appoint a Person to examine, the disclosure statement to ascertain whether the receipt of any Gifts, Benefits, or Hospitality, in his or her opinion, acting reasonably, contravenes this Code. Making such determination shall include providing the Member an opportunity to provide an explanation as to why receipt of any Gift, Benefit or Hospitality at issue does not contravene this Code.
- 9.10 Should a determination be made that receipt of any Gift, Benefit or Hospitality contravenes this Code, the Member shall be directed to promptly return, dispose of, or reimburse the person giving the Gift, Benefit or Hospitality, for the full value thereof, as applicable or remit the value of any gift or benefit already consumed to the Municipality.

10. Confidential Information

- 10.1 No Member shall disclose, release, sell or publish by any means directly or indirectly, to any person or to the public, any Confidential Information acquired by virtue of his or her office, in any form including, but not limited to, written notes, reports, oral and video recording, pictures, electronic correspondence, and any form of social media except when required or authorized by Council or otherwise by law to do so.
- 10.2 No Member shall use Confidential Information for personal or private gain or benefit, or to disadvantage any other person or body.
- 10.3 Unless required by law, no Member shall disclose the substance of deliberations of meetings held *in-camera* and that are authorized to be held *in-camera* under the *Municipal Act, 2001* or any other legislation unless or until Council discloses such information at a meeting that is open to the public or otherwise releases such information to the public.
- 10.4 Without limiting the generality of the foregoing, no Member shall, without lawful authority, disclose or make personal use of any of the following types of Confidential Information:
- a) Information concerning litigation, negotiation or personnel or labour matters;
 - b) Information the publication of which may infringe on the rights of any person (e.g. source of a complaint where the identity of a complainant is given in confidence);
 - c) Price schedules in any contract, tender or proposal document while such remains Confidential Information;
 - d) Information deemed to be “personal information” under the *Municipal Freedom of Information and Protection of Privacy Act*; and
 - e) Any other information or statistical data required by law not to be released.
- 10.5 No Member shall obtain access, or attempt to gain access, to Confidential Information in the custody of the Municipality, Local Board or Committee except to the extent that such access is necessary for the performance of his or her duties and such access is not prohibited by Council or otherwise by law.

11. Use of Municipal Property, Services and Other Resources

- 11.1 No Member shall use, or permit the use of, municipal equipment, land, facilities, supplies, services, staff or other resource, including any municipally-owned information, website, or funds allocated for Member expenses, for any purpose or activity other than the lawful business of the municipal corporation. No Member shall seek or acquire any personal financial gain from the use or sale of Confidential Information, or of any municipally-owned intellectual property including any invention, creative writing or drawing, computer program, technical innovation, or any other information or item capable of being patented or copyrighted, for which property remains exclusively that of the Municipality.

12. Conduct of Election Campaign

- 12.1 Every Member shall comply with all applicable requirements of the *Municipal Elections Act, 1996* and with the Municipality's municipal or board resources rules and procedures established pursuant to section 88.18 of the *Municipal Elections Act, 1996*.
- 12.2 No Member shall use Confidential Information, facilities, equipment, supplies, services, or other resources of the Municipality, including any Member newsletter or website linked through the Municipality's website, for any election campaign or campaign-related activity. No Member shall undertake campaign-related activities on municipal property during regular working hours unless authorized by the Municipality.
- 12.3 No Member shall use the services of any person for election-related purposes during hours in which that person receives any compensation from the Municipality.

13. No Improper Use of Influence

- 13.1 No Member shall use the influence of his or her office for any purpose other than for the lawful exercise of his or her official duties and for municipal purposes.
- 13.2 No Member shall use his or her office or position to influence or attempt to influence the decision of any other person, for the Member's private advantage, the private advantage of the Member's parent, child, spouse, staff member, friend or associate, business or otherwise or the disadvantage of others. No Member shall attempt to secure preferential treatment beyond activities in which Members normally engage on behalf of their constituents as part of their official duties. No Member shall hold out the

prospect or promise of future advantage through the Member's supposed influence within Council in return for any action or inaction.

- 13.3 For the purposes of this provision "private advantage" does not include a matter:
- a) That is an interest in common with electors generally as defined in the *Municipal Conflict of Interest Act*;
 - b) that affects a Member, his or her parents/children or spouse, staff, friends or associates, business or otherwise, as one of a broad class of persons; or
 - c) that concerns the remuneration or benefits of a Member.
- 13.4 This provision does not prevent a Member from requesting that Council grant a lawful exemption from a policy.

14. Non-Compliance with this Code of Conduct – Sanctions

- 14.1 A Member found by the Integrity Commissioner to have contravened any provision of this Code, may be subject to one or more of the following consequences imposed by Council as referred to in the following:
- a) a reprimand;
 - b) suspension of the remuneration paid to the Member in respect of his or her services as a Member of the Council or Local Board, for a period of up to 90 days;
 - c) Other penalties, including, but not necessarily limited to:
 - i. Removal from membership of a Committee or Local Board;
 - ii. Removal as Chair of a Committee or Local Board;
 - iii. Require repayment or reimbursement of moneys received;
 - iv. Return of property or reimbursement of its value;
 - v. A request for an apology;
 - vi. Revocation of travel or another budget;
 - vii. Request for resignation; and

viii. Trespass order restricting access except for Council Meetings.

15. No Reprisal or Obstruction in the Application or Enforcement of this Code

- 15.1 Every Member must respect the integrity of the Code of Conduct and inquiries and investigations conducted under it and shall co-operate in every way possible in securing compliance with its application and endorsement. Any reprisal or threat of reprisal against a complainant or any other person for providing relevant information to the Integrity Commissioner or any other person is prohibited. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner or any other municipal official involved in applying or furthering the objectives or requirements of this Code, in the carrying out of such responsibilities or pursuing any such objective.
- 15.2 Every Member shall cooperate with the Integrity Commissioner if the Integrity Commissioner conducts an inquiry concerning an alleged contravention of this Code.

16. Statutes and Policies Regulating the Conduct of Members

- 16.1 In addition to this Code of Conduct, the following Ontario legislation also governs the conduct of Members:
- a) the *Municipal Act, 2001* as amended;
 - b) the *Municipal Conflict of Interest Act*;
 - c) the *Municipal Elections Act, 1996*;
 - d) the *Municipal Freedom of Information and Protection of Privacy Act*;
 - e) the *Ontario Human Rights Code*; and,
 - f) the *Occupational Health and Safety Act*.
- 16.2 The following policies govern the conduct of Members:
- 16.3 The *Criminal Code* also governs the conduct of Members.

- 16.4 A Member may become disqualified and lose his or her seat by operation of law, including being convicted of an offence under the *Criminal Code* or being found to have failed to comply with the *Municipal Conflict of Interest Act*, whether or not the conduct in question involves contravention of this Code of Conduct. In the case of any inconsistency between this Code and a Federal or Provincial statute or regulation the statute or regulation shall prevail. Should any provision of the Code become or be determined to be invalid, illegal or unenforceable, it shall be considered separate and several from the agreement and the remaining provisions shall remain in force.

17. Complaints Alleging Violation of This Code

- 17.1 Where a Member, a municipal employee, Officer, or a member of the public has reasonable grounds to believe that a Member(s) has contravened this Code, a complaint may be submitted to the Clerk's Department in the prescribed form which will be forwarded to the Municipality's Integrity Commissioner who will process it in accordance with the Integrity Commissioner Inquiry Protocol attached hereto as Schedule "B". The Complaint may also be submitted directly to the Integrity Commissioner in the event that such office is readily accessible.
- 17.3 Where a Member is found not to have contravened this Code, the Municipality is authorized to protect that Member against costs or expenses incurred by the Member as a result of the complaint proceedings.

[Municipal crest/emblem]



Integrity Commissioner Inquiry Protocol (Post March 1, 2019 Draft)

Municipality of _____

Important Disclaimer: this protocol complies with the relevant provisions of the *Municipal Act, 2001*, SO 2001, c 25 (the “*Act*”). Wishart Law Firm LLP recommends that legal advice be sought by the Integrity Commissioner or anyone acting under his or her authority in responding to an application or conducting an inquiry pursuant to this protocol. If you have any questions or concerns about this protocol or how to implement it, please contact Wishart Law Firm LLP. Wishart Law Firm LLP is not responsible for the results of any edit to this protocol other than as expressly authorized or directed by Wishart Law Firm LLP.

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1. Introduction

The Municipality has, pursuant to section 223.2 of the *Municipal Act, 2001*, established a Code of Conduct for members of council of the Municipality and members of its Local Boards.

The Municipality has appointed an Integrity Commissioner whose duties include, among other things, conducting inquiries in respect of alleged contraventions of the Code of Conduct and sections 5, 5.1 or 5.2 of the *Municipal Conflict of Interest Act* (“*MClA*”).

The purpose of this protocol is to set out a framework for the Integrity Commissioner’s inquiries into allegations of contraventions of the Code of Conduct and sections 5, 5.1 and 5.2 of the *MClA* breaches.

2. Definitions

“**Applicant**” means the person who has submitted an application to the Integrity Commissioner for an inquiry to be carried out concerning an alleged contravention by a Member of sections 5, 5.1 or 5.2 of the *MClA*.

“**Code of Conduct**” means a code of conduct established pursuant to section 232.2 of the *Municipal Act, 2001*.

“**Elector**” means a person entitled to vote at a municipal election in the Municipality.

“**Integrity Commissioner**” means the Integrity Commissioner appointed by Municipal Council and any individual acting under powers delegated to him or her in writing by the Integrity Commissioner.

“**Local Board**” means a Local Board other than:

- a. A society as defined in subsection 2(1) of the *Child, Youth and Family Services Act, 2017*;
- b. A board of health as defined in subsection 1(1) of the *Health Protection and Promotion Act*;
- c. A Committee of management established under the *Long-Term Care Homes Act, 2007*;
- d. A police service board established under the *Police Services Act, 2018*;
- e. A board as defined in section 1 of the *Public Libraries Act*; and,
- f. A corporation established in accordance with section 203 of the *Municipal Act, 2001*;

“Member” means a member of the municipal council and any person on his or her staff and/or a member of a Local Board or a Committee of the Municipality and any person on his or her staff.

“Requestor” means the person who has submitted a request to the Integrity Commissioner for an inquiry concerning an alleged contravention of the applicable Code of Conduct.

“Respondent” means the person who is alleged to have violated the Code of Conduct or sections 5, 5.1 or 5.2 of the *MCLA* and whom an Integrity Commissioner inquiry application has been submitted.

3. Integrity Commissioner

3.1. Functions

The Integrity Commissioner reports to council and is responsible for performing in an independent manner, the functions assigned by the Municipality with respect to any of the following:

1. The application of the Code of Conduct for Members.
2. The application of any procedures, rules and policies of the Municipality and Local Boards governing the ethical behaviour of Members.
3. The application of sections 5, 5.1 and 5.2 of the *MCLA* to Members.
4. Requests from Members for advice respecting their obligations under the Code of Conduct applicable to the Member.
5. Requests from Members for advice respecting their obligations under a procedure, rule or policy of the Municipality or of the Local Board, as the case may be, governing the ethical behaviour of Members.
6. Requests from Members for advice respecting their obligations under the *MCLA*.
7. The provision of educational information to Members, the Municipality and the public about the Municipality’s Code of Conduct for Members and about the *MCLA*.

3.2. Powers and duties

In carrying out the responsibilities described in section 3.1 above, the Integrity Commissioner may exercise such powers and shall perform such duties as may be assigned to him or her by the Municipality.

3.3. Delegation

After satisfying himself or herself that a person is fully capable of carrying out the Integrity Commissioner's powers or duties, the Integrity Commissioner may, in writing, delegate to any person, other than a member of council, any such duties or powers. For greater certainty, if the Integrity Commissioner delegates any duties or powers, the Integrity Commissioner may continue to exercise the delegated powers and duties despite the delegation.

3.4. Outside assistance

In performing any of his or her duties, the Integrity Commissioner may engage outside assistance or consult with the Municipality's legal counsel. When the Municipality's legal counsel is assisting the Integrity Commissioner their role is solely to assist the Integrity Commissioner and not any particular individual.

4. Requests for advice

4.1. Requests for advice shall be in writing

A request by a Member for advice from the Integrity Commissioner under paragraphs 4, 5 or 6 of section 3.1 above, shall be made in writing.

4.2. Advice shall be in writing

If the Integrity Commissioner provides advice to a Member under paragraphs 4, 5 or 6 of section 3.1 above, the advice shall be in writing.

4.3. Release of advice

Advice provided by the Integrity Commissioner to a Member under paragraphs 4, 5 or 6 of section 3.1 above may be released by the Integrity Commissioner:

1. With the Member's written consent; or
2. Without the Member's written consent if the Member releases part of the advice.

5. Inquiry by Integrity Commissioner re Code of Conduct

5.1. Request for inquiry

A request for inquiry may be made in writing to the Integrity Commissioner by a Member, staff or member of the public about whether a Member has contravened the Code of Conduct.

5.2. Request contents

A request for inquiry under section 5.1 above may be in the form set out in Schedule “A” or, otherwise, shall include sufficient information to set out a prima facie contravention of the applicable Code of Conduct, including, but not necessarily limited to, all of the following:

- The Requestor’s name and contact information.
- What happened – a description of the events or situation.
- When it happened – dates and times of the events or incidents.
- Where it happened – the location(s) where the events or incidents occurred.
- Who saw it happen – the names of any witnesses, if any.

5.3. Jurisdiction re workplace violence, harassment, and sexual harassment

Requests made under this section must specifically refer to alleged contraventions of the Code of Conduct by a Member. Allegations of workplace violence, harassment, and sexual harassment by a Member must be reported in the manner set out in the **<name of municipality>** Workplace Anti-Violence, Harassment and Sexual Harassment Policy and must be reported as provided thereunder and that policy shall exclusively apply in respect of any such report.

5.4. Request review

The Integrity Commissioner will conduct an initial review of the request to ensure that it is a proper allegation of a breach of the Code of Conduct. If, after the initial review, the Integrity Commissioner determines that the request is not properly an allegation of a breach of the Code of Conduct, there are insufficient grounds to believe that there has been a contravention of the Code of Conduct, or the Integrity Commissioner determines that an inquiry is not appropriate for any other reason in the Integrity Commissioner’s reasonable discretion, the Integrity Commissioner will dismiss the request. When determining if an inquiry is appropriate, the Integrity Commissioner may, among other things, take into account the date of the alleged

breach. Further, the Integrity Commissioner shall, in his or her discretion, dismiss the request if, upon initial review, the Integrity Commissioner determines that the Requestor has not supplied the information set out in section 5.2. If the Integrity Commissioner does not dismiss a request for this reason, the Integrity Commissioner will advise the Requestor that he or she must supply additional information and shall take no further action until the Requestor supplies such information.

5.5. Powers on inquiry

The Integrity Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case, notwithstanding anything to the contrary herein, those sections apply to the inquiry.

5.6. Information

The Municipality, its Local Boards and Committees shall give the Integrity Commissioner such information as the Integrity Commissioner believes to be necessary for an inquiry including free access to all books, accounts, financial records, electronic data processing records, reports, files and other papers, things or property belonging to or used by the Municipality, Committee or a Local Board. For greater certainty, providing the Integrity Commissioner with information concerning legal advice shall be deemed not to constitute a waiver of solicitor-client privilege.

5.7. Penalties the Municipality may impose

Council may impose any of the following penalties on a Member if the Integrity Commissioner reports to the Municipality that the Member has contravened the Code of Conduct:

1. A reprimand;
2. Suspension of the remuneration paid to the Member for a period of up to 90 days;
3. Other penalties, including, but not necessarily limited to:
 - a. Removal from membership of a Committee or Local Board;
 - b. Removal as Chair of a Committee or Local Board;
 - c. Require repayment or reimbursement of moneys received;
 - d. Return of property or reimbursement of its value;
 - e. Request for an apology to Council, the Requestor or other relevant party;
 - f. Revocation of travel or other budget;

- g. Request for resignation;
- h. Trespass Order restricting access except for Council Meetings.

5.8. Penalties the Local Board may impose

A Local Board may impose any of the penalties described in section 5.7 above on a member of the Local Board if the Integrity Commissioner reports to the Local Board that, in his or her opinion, the member of the Local Board has contravened the Code of Conduct applicable to the Member of the Local Board, and if the Municipality has not imposed a penalty on the member of the Local Board under section 5.7 above in respect of the contravention.

5.9. Termination of inquiry when regular election begins

If the Integrity Commissioner has not completed an inquiry before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act*, 1996, the Integrity Commissioner shall terminate the inquiry on that day. If an inquiry is so terminated, the Integrity Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election as set out in section 5 of the *Municipal Elections Act*, 1996, the person or entity who made the request or the Member or former Member whose conduct is concerned makes a written request to the Integrity Commissioner that the inquiry be commenced.

5.10. Other rules that apply during regular election

The following rules apply during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act*, 1996, and ending on voting day in a regular election, as set out in section 5 of that *Act*:

1. There shall be no requests for an inquiry about whether a member of council or of a Local Board has contravened the Code of Conduct applicable to the Member.
2. The Integrity Commissioner shall not report to the Municipality or Local Board about whether, in his or her opinion, a member of council or of a Local Board has contravened the Code of Conduct applicable to the Member.
3. The Municipality or Local Board shall not consider whether to impose the penalties referred to in sections 5.5 and 5.6 above on a member of council or of a Local Board.

6. Inquiry by Integrity Commissioner re s. 5, 5.1 or 5.2 of the *MClA*

6.1. *Application*

An Elector, or a person demonstrably acting in the public interest, may apply in writing to the Integrity Commissioner for an inquiry to be carried out concerning an alleged contravention of sections 5, 5.1 or 5.2 of the *MClA* by a Member.

6.2. *Content of application*

An application may be in the form set out in Schedule “B” or, otherwise, shall set out the reasons for believing that the Member has contravened sections 5, 5.1 or 5.2 of the *MClA* and include the Applicant’s name and contact information and a statutory declaration attesting to the fact that the Applicant became aware of the contravention not more than six weeks before the date of the application or, in the case where the Applicant became aware of the alleged contravention during the period of time described in paragraph 1 of section 6.6 below, a statutory declaration attesting to the fact that the Applicant became aware of the alleged contravention during that period of time.

6.3. *Review of application*

The Integrity Commissioner will conduct an initial review of the application to ensure that it complies with this section. If the application does not comply with this section, the Integrity Commissioner will advise the Applicant about the non-compliance in writing and the Integrity Commissioner shall take no further action unless or until the Applicant submits a compliant application. If upon initial review, the Integrity Commissioner determines that the application is not properly an application alleging contravention of sections 5, 5.1 or 5.2 of the *MClA* or there are no reasonable grounds to support the application, the Integrity Commissioner shall dismiss the application.

6.4. *No application for inquiry during regular election*

No application for an inquiry under this section may be made to the Integrity Commissioner during the period of time starting on nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act*, 1996, and ending on voting day in a regular election as set out in section 5 of that *Act*.

6.5. Application timing

An application under this section may only be made within six weeks after the Applicant became aware of the alleged contravention. No application shall be brought after the expiration of six years from the time at which the contravention is alleged to have occurred.

6.6. Exception

Despite section 6.5 above, an application may be made more than six weeks after the Applicant became aware of the alleged contravention if both of the following are satisfied:

1. The Applicant became aware of the alleged contravention six weeks before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, and ending on voting day in a regular election, as set out in section 5 of that *Act*.
2. The Applicant applies to the Integrity Commissioner under section 6.1 within six weeks after the day after voting day in a regular election, as set out in section 5 of the *Municipal Elections Act, 1996*.

6.7. Public meeting

If the Integrity Commissioner decides to conduct an inquiry, the Integrity Commissioner may have a public meeting to discuss the inquiry.

6.8. Powers on inquiry

The Integrity Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case, notwithstanding anything to the contrary herein, those sections apply to the inquiry.

6.9. Information

The municipality and its Local Boards shall give the Integrity Commissioner such information as the Integrity Commissioner believes to be necessary for an inquiry including free access to all books, accounts, financial records, electronic data processing records, reports, files and other papers, things or property belonging to or used by the Municipality or a Local Board. For greater certainty, providing the Integrity Commissioner with information concerning legal advice shall be deemed not to constitute a waiver of solicitor-client privilege.

6.10. Termination of inquiry when regular election begins

If the Integrity Commissioner has not completed an inquiry before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act, 1996*, the Integrity Commissioner shall terminate the inquiry on that day.

6.11. No other inquiry in respect of the matter to commence without application

If an inquiry is terminated under section 6.10, the Integrity Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after voting day in a regular election as set out in section 5 of the *Municipal Elections Act, 1996*, the person who made the application or the Member or former Member whose conduct is concerned applies in writing to the Integrity Commissioner for the inquiry to be carried out.

6.12. Timing for completion of inquiry

The Integrity Commissioner shall complete the inquiry within 180 days after receiving the completed compliant application under section 6.1 above unless the inquiry is terminated under section 6.10 above.

6.13. Decision to apply to a judge upon completion of inquiry

Upon completion of the inquiry, the Integrity Commissioner may, if he or she considers it appropriate, apply to a judge for a determination as to whether the Member has contravened sections 5, 5.1 or 5.2 of the *MCLA*.

6.14. Notice to Applicant re decision not to apply to judge

The Integrity Commissioner shall advise the Applicant if the Integrity Commissioner will not be making an application to a judge.

6.15. Reasons re decision to apply to a judge

After deciding whether or not to apply to a judge, the Integrity Commissioner shall publish written reasons for the decision.

6.16. Costs

The Integrity Commissioner's costs of applying to a judge shall be paid by:

1. The municipality, if the Member is alleged to have contravened sections 5, 5.1 or 5.2 of the *MCLIA* as member of council of the Municipality; or
2. The Local Board, if the Member is alleged have contravened sections 5, 5.1 or 5.2 of the *MCLIA* as member of the Local Board.

7. Conduct of inquiry

The Integrity Commissioner may conduct such inquiry as he or she considers necessary in response to a compliant request or application under sections 5 or 6 above and such inquiry may include all or some of the following:

- Informing the Respondent of the application;
- Interviewing the Applicant, the Respondent, any person involved in the incident, and any identified witnesses;
- Interviewing any other person who may have knowledge of the incidents related to the application or any other similar incidents; and
- Reviewing any information the Integrity Commissioner believes necessary and document such review.

8. Reference to appropriate authorities

8.1. Referral of matter by Integrity Commissioner

If the Integrity Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of the Criminal Code of Canada or any other *Act*, the Integrity Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting investigation, including, but not limited to, police investigations and/or the charges have been finally disposed of, and shall report the suspension to council. Contravention of any other *Act* includes, but is not limited to, contravention of the *Occupational Health and Safety Act*.

8.2. No derogation of rights

The provisions of this protocol in no way affect the right of anyone to:

- (a) contact the police, other law enforcement agency, or any other appropriate authority on their own initiative;
- (b) exercise their right(s) under any legislation; or

(c) take any other available legal action.

9. Confidentiality

9.1. Integrity Commissioner's duty of confidentiality

The Integrity Commissioner and every person acting under his or her jurisdiction shall preserve confidentiality with respect to all matters that come to his or her knowledge in the course of performing his or her duties. This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

9.2. Confidentiality of those involved in inquiry

Out of respect for the relevant individuals, it is essential that the Applicant, Respondent, witnesses and anyone else involved in an inquiry conducted by the Integrity Commissioner hereunder maintain confidentiality throughout the inquiry and afterwards.

9.3. Disclosure required by law

Notwithstanding sections 9.1 or 9.2 above, information may be disclosed in a criminal proceeding, or as required by law.

9.4. Retention of records

The Integrity Commissioner and person providing outside assistance to the Integrity Commissioner pursuant to section 3.4 above, shall retain all records related to any application and any inquiry indefinitely.

10. Reports

10.1. Periodic report to council

If the Integrity Commissioner provides a periodic report to the Municipality on his or her activities, the Integrity Commissioner may summarize advice he or she has given, but shall not disclose confidential information that could identify a person concerned.

10.2. Report about conduct

After completing an inquiry, the Integrity Commissioner shall provide a written report to the Municipality or the Local Board (the "Report").

The Integrity Commissioner may disclose in the Report, such matters as in the Commissioner's opinion are necessary for the purposes of the Report. Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report may, at the Integrity Commissioner's discretion, contain the following:

1. An outline of the Integrity Commissioner's finding; and,
2. The terms of any recommended corrective action;

Where the Integrity Commissioner finds that there has been a contravention of the Code of Conduct, the Report must contain sufficient information for the Municipality or Local Board to determine whether or not to impose corrective action under section 5.7.

10.3. Report to Council or Local Board

Upon receipt of the Report, the Clerk shall indicate on the regular agenda of Council or the Local Board, notice of intent from the Integrity Commissioner to submit a Report for consideration at the following regular meeting.

The Respondent shall have the right of reply when the Report is considered by the Municipality or the Local Board.

Upon review of the Report, Council shall pass a resolution stating whether or not it intends to take action in response to the Report, and if so, what action Council will take.

10.4. Publication of reports

The Municipality and each Local Board shall ensure that reports received from the Integrity Commissioner by the Municipality or by the Local Board, as the case may be, are made available to the public upon request.

11. Bad Faith Applications or Requests

If a person or entity makes a request or application for an inquiry hereunder and the Integrity Commissioner determines such request or application is made in bad faith, notwithstanding anything to the contrary in protocol, the Integrity Commissioner may disclose all relevant information concerning the request or application to the Municipality such that the Municipality may pursue any recourse available against the individual or entity. Examples of bad faith include, but are not limited to, making a report knowing the allegations therein are untrue or making a report for an improper purpose.

12. Indemnity

The Municipality shall indemnify and save harmless the Integrity Commissioner, or any person acting under the instructions of the Integrity Commissioner, for costs reasonably incurred by either of them in connection with the defence of a proceeding if the proceeding relates to an act done in good faith in the performance or intended performance of a duty or authority hereunder or an alleged neglect or default in the performance in good faith of such duty or a by-law passed under Part V.1 of the *Municipal Act, 2001*. For greater certainty, nothing in this section affects the application of section 448 of the *Municipal Act, 2001* with respect to a proceeding referred to in this section.

13. Protocol review

The Municipality will review this Policy as often as it deems reasonably necessary and will post the most current version of this protocol on its website.

SCHEDULE "A"

INTEGRITY COMMISSIONER REQUEST FOR INQUIRY CODE OF CONDUCT

This form will be used to request the Integrity Commissioner conduct an inquiry of an alleged Code of Conduct contravention	Submit completed complaint in a sealed envelope to: Integrity Commissioner Request for Inquiry Re Code of Conduct [Integrity Commission Contact Information]
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REQUESTOR'S INFORMATION

Last Name:	First Name:
Street Address:	Municipality:
Postal Code:	Phone #:
E-mail Address:	Name of Member:

DETAILS OF ALLEGED CODE OF CONDUCT CONTRAVENTION

Date(s) of alleged Code of Conduct contravention:				
Provision(s) of Code of Conduct allegedly contravened:				
Facts constituting the alleged Code of Conduct contravention (please use separate page(s) if required)				
Name(s) and contact information of any witnesses:				
<input type="checkbox"/> I agree to release my identity with regard to this request <input type="checkbox"/> I do NOT agree to release my identity with regard to this request				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signature:</td> <td style="width: 50%; border: none;">Date:</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">Year: Month: Day:</td> </tr> </table>	Signature:	Date:		Year: Month: Day:
Signature:	Date:			
	Year: Month: Day:			

FOR OFFICE USE ONLY

Date Received Year: Month: Day:	Request #:	Comments:
Personal information contained on this form is collected under the authority of the <i>Municipal Freedom of Information and Protection of Privacy Act</i> and will be used for the purpose of requesting an inquiry.		

SCHEDULE "B"

INTEGRITY COMMISSIONER APPLICATION FOR INQUIRY *MUNICIPAL CONFLICT OF INTEREST ACT*

AFFIDAVIT OF _____ (insert full name) I,
 _____ (insert full name), of the (insert City, Town etc.)
 _____ (Municipality of residence) in the Province of Ontario.

MAKE OATH AND SAY (or AFFIRM):

1. I have personal knowledge of the facts as set out in this affidavit, because: (insert reasons – e.g. I work for/I attended a meeting at which, etc.)

2. I have reasonable and probable grounds to believe that a Member, namely: (insert specify name of Member)

has contravened section(s) _____ (specify section(s) 5, 5.1 or 5.2) of the *Municipal Conflict of Interest Act*, RSO 1990, c M.50. The particulars of which are as follows:

(If more room is required, attach and initial extra pages to set out the statement of facts in consecutively numbered paragraphs, with each paragraph being confined as far as possible to a particular statement of fact. Exhibits should be labelled as Exhibit A, B, etc. and attached to this affidavit.)

3. I became aware of the alleged contravention:

☐ not more than six weeks before the date of this application.

☐ within the period of time beginning six weeks before nomination day for a regular election, as set out in section 31 of the *Municipal Elections Act*, 1996, and ending on voting day in a regular election, as set out in section 5 of that *Act*.

This affidavit is made for the purpose of applying for an inquiry by the Integrity Commissioner and for no other purpose.

SWORN (or AFFIRMED) before me at the
 City of _____, this _____ day of _____
 ,20____.

)
) _____
)
)
)
)

A Commissioner etc.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to appoint Paul S. Heayn as the Integrity Commissioner for the Corporation of the Town of Fort Frances)

WHEREAS the Municipal Act, 2001, as amended, provides municipalities with the powers of a natural person to enable them to govern their affairs as they consider appropriate under this or any other Act and to enhance their ability to respond to municipal issues;

AND WHEREAS section 223.2 of the Act, as amended, authorizes a municipality to establish a code of conduct for members of the Council of the municipality;

AND WHEREAS section 223.3 of the Act, as amended, authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality;

AND WHEREAS Council enacted by-law xx~19 being the Code of Conduct for Members of Council, Local Boards and Committees which outlines the powers, duties and responsibilities of the Municipality's Integrity Commissioner;

AND WHEREAS Council deems it advisable to appoint an Integrity Commissioner for the Town of Fort Frances pursuant to the Act, as amended;

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

1. That Paul S. Heayn be appointed as Integrity Commissioner for the Corporation of the Town of Fort Frances with a term to commence March 1, 2019 and end on December 31, 2022.
2. That the Town of Fort Frances enter into an agreement with Paul S. Heayn in the form of Schedule "A" attached to this by-law and further that the Mayor and Clerk be authorized to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 25th day of February 2019.

J. Caul, Mayor

E. Slomke, Clerk

Dated as of this th day of , 2019.

Between:

The Corporation of the Town Fort Frances

(the "Municipality")

- and -

Paul S. Heayn

(the "Integrity Commissioner")

WHEREAS effective March 1, 2019, Subsection 223.3 (1) of the *Municipal Act, 2001* authorizes a municipality to appoint an Integrity Commissioner who reports to Council and who is responsible for performing in an independent manner the functions assigned by the municipality with respect to:

- 1) The application of the Code of Conduct for members of Council and the Code of Conduct for members of local boards.
- 2) The application of any procedures, rules and policies of the municipality and local boards governing the ethical behaviour of members of Council and of local boards.
- 3) The application of sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act to members of Council and of local boards.
- 4) Requests from members of Council and of local boards for advice respecting their obligations under the Code of Conduct applicable to the member.
- 5) Requests from members of Council and of local boards for advice respecting their obligations under a procedure, rule or policy of the municipality or of the local board, as the case may be, governing the ethical behaviour of members.
- 6) Requests from members of Council and of local boards for advice respecting their obligations under the Municipal Conflict of Interest Act.
- 7) The provision of educational information to members of Council, members of local boards, the municipality and the public about the municipality's codes of conduct for members of Council and members of local boards and about the Municipal Conflict of Interest Act. 2017,

WHEREAS in appointing an Integrity Commissioner and in assigning powers and duties to him or her, a municipality is to have regard to, among other things:

- (a) the Integrity Commissioner's independence and impartiality;
- (b) confidentiality with respect to the Integrity Commissioner's activities; and
- (c) the credibility of the Integrity Commissioner's investigative process.

WHEREAS the Municipality is satisfied that the Integrity Commissioner has the skills and ability to meet these criteria.

NOW THEREFORE BE IT RESOLVED THAT this Agreement is entered in consideration of payment of the Retainer by the Municipality to the Integrity Commissioner, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

A. DEFINITIONS

Agreement means this agreement, including its recitals, which form integral parts of it, as amended from time to time.

Complaint means a bona fide Complaint received by the Municipality or by the Integrity

Commissioner from a member of the public with the right to make the Complaint in regard to the application of the Code of Conduct for Members of Council or the application of any procedures, rules and policies of the Municipality governing the ethical behaviour of Members of Council.

Dispute means any controversy, difference, question or claim arising between the Parties in connection with this Agreement.

Expenses means any out-of-pocket sums paid or incurred by the Integrity Commissioner during the course of investigation of a Complaint. Examples include: travel, lodging, meals, photocopying, telephone, facsimile, document binding, mileage, etc. Mileage shall be charged from Dryden to Fort Frances and return at a rate per kilometre travelled in accordance with the Town of Fort Frances Travel Policy.

Fees means the sum of fifty (\$50.00) dollars per hour paid to the Integrity Commissioner for the Services rendered by the Integrity Commissioner with respect to the Complaint.

Integrity Commissioner means Paul S. Heayn, an individual carrying on business under the name and style "P.S. Heayn Municipal Consultant".

Municipality means The Corporation of the Town of Fort Frances

Parties means the Municipality and the Integrity Commissioner.

Retainer means the sum of five hundred (\$500.00) dollars per annum.

Services means the conduct of investigations from time to time on behalf of the Municipality who has received a Complaint, to determine whether or not the Complaint has merit, and to report to the Municipality on the outcome of the investigation.

B. TERM OF AGREEMENT

1. **Term:** The parties agree that the Term of this Agreement will be from March 1, 2019 to December 31, 2022.
2. **Termination without Cause:** Any Party may terminate its participation in this Agreement with thirty (30) days' written notice to the other Party. Termination mid-year does not give the Municipality the right to a refund or partial refund of the Retainer or any Fees or Expenses paid to the Integrity Commissioner. Upon receiving notice of termination, the Integrity Commissioner shall cease any ongoing work and shall issue an invoice to the Municipality for all Fees and Expenses to the date of termination.
3. **Termination for Cause:** If the Municipality is dissatisfied with the Services provided by the Integrity Commissioner, the Municipality shall provide the Integrity Commissioner with written notice stipulating the nature of its concern and request that the Integrity Commissioner rectify any default noted. If the default complained of by the Municipality is not rectified to the Municipality's satisfaction, it may withdraw from participation in this Agreement by providing written notice to the Integrity Commissioner.

If the Integrity Commissioner considers the Municipality to be in breach of its obligations under the terms and conditions of this Agreement, he shall provide the Municipality with written notice stipulating the nature of his concern and requesting that the Municipality rectify any default noted. In any event, if the default complained of by the Integrity Commissioner is not rectified to his satisfaction, the Integrity Commissioner may withdraw his Services from the Municipality by providing thirty (30) days' written notice to the Municipality. After passage of the thirty (30) days, absent agreement or court or tribunal order otherwise, this Agreement shall be considered to have been terminated insofar as the Integrity Commissioner and Municipality are concerned. The Integrity Commissioner acknowledges and agrees that notice under this Section cannot be given during the course of an ongoing investigation into a Complaint, but may

only be given after completion of his report with respect to a Complaint.

C. SERVICES

Appointment: The Municipality retains and appoints the Integrity Commissioner as an Integrity Commissioner for the purposes of Subsection 223.3 (1) of the *Municipal Act, 2001*. The Integrity Commissioner agrees to provide the Services for, and at the request of, the Municipality, and accepts the appointment. In performing such duties, the Integrity Commissioner shall have the powers set out in the *Municipal Act, 2001* under Section 223.3 to Section 223.8.

- 1) **Integrity Commissioner's Duties with Respect to Services:** In providing the Services, the Integrity Commissioner agrees that he shall:
 - (a) follow the procedures outlined in the Integrity Commissioner Inquiry Protocol (Schedule A to By-law xx~19 Code of Conduct);
 - (b) have regard to the importance of the matters listed in the second recital of this Agreement;
 - (c) proceed without undue delay and with due diligence to investigate a Complaint;
 - (d) conduct each investigation in private and in accordance with law;
 - (e) hear or obtain information from such persons as the Integrity Commissioner thinks fit and to make such inquiries as he thinks fit;
 - (f) provide an opportunity to the Members of Council as well as any other person that may be adversely affected by a proposed report of the Integrity Commissioner, an opportunity to make representations respecting the report or recommendation; and
 - (g) preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties under the terms of this Agreement, save and except disclosure of such matters as in the Integrity Commissioner's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations.
 - (h) To provide written and oral advice to individual Members of Council about their own situation under the Code of Conduct and other procedures, rules and policies governing the ethical behavior of Members, which advice shall be binding on the Integrity Commissioner.
 - (i) To conduct inquiries within the discretion of the Integrity Commissioner, into a request made by Council, a member of Council, or the General Public into whether a member of Council has contravened any applicable Code of Conduct, procedures, rules and policies governing the ethical behavior of Council Members.
 - (j) To determine whether a member of Council has violated the Municipality's procedure, rules and policies governing ethical behavior and report any Code of Conduct violation with any recommendation for sanction to Council.
- 2) **Report Required:** After concluding a "full investigation", the Integrity Commissioner shall render his opinion as to whether or not the Complaint has merit, including an opinion as to whether a member of Council has contravened the applicable Code of Conduct. Regardless of the outcome, the Integrity Commissioner shall report his opinion and the reasons for it to the Municipality and shall make such recommendations as he thinks fit.
- 4) **Use of Delegates:** At the discretion of the Integrity Commissioner, he or she may at any time delegate, in writing, some or all of his responsibilities under this Agreement, as provided for in the *Municipal Act, 2001*. The Integrity Commissioner agrees that such delegation will be first submitted to the Municipality for its approval. The Integrity Commissioner acknowledges that he

was selected by the Municipality to provide the Services on the basis of his experience and knowledge, and that the Municipality will not be forced to accept any delegate. Consent for any delegation may be held by the Municipality arbitrarily and without reason being provided. Where delegation is consented to, the person to whom the Integrity Commissioner's duties are delegated must agree in writing to be governed by the terms and conditions of this Agreement as if he or she was the Integrity Commissioner. Such person shall always be under the supervision and direction of the Integrity Commissioner. The delegation must not result in any additional costs or fees to the Municipality. Regardless of whether the Services are provided by the Integrity Commissioner or by a delegate, all invoices for the Services shall be rendered by the Integrity Commissioner and payments made to the Integrity Commissioner, and the Integrity Commissioner shall be responsible for the fees and disbursements of any his delegates.

- 5) **Unavailability of Integrity Commissioner:** If the Integrity Commissioner is unable to respond to a Complaint directly or through delegation as set out in Section 4, the Municipality has the right to call in an alternate service provider. In that case, the Integrity Commissioner shall not have any recourse against the Municipality for breach of this Agreement.
- 6) **Covenant to pay the Retainer:** The Municipality agrees to pay the Retainer to the Integrity Commissioner on an annual basis, during the Term, on or before March 31st of each year of the agreement, subject to the submission of an invoice by the Integrity Commissioner.
- 7) **Covenant to pay Fees and Expenses:** The Municipality agrees to pay the Fees to the Integrity Commissioner relating to any Complaint for the Municipality, and to reimburse the Integrity Commissioner for any Expenses relating to any Complaint. The Integrity Commissioner agrees that, to be eligible to receive reimbursement for an expense, the receipt or invoice relating to that Expense will have to be surrendered to the Municipality. The Parties agree that Fees and Expenses relating to any particular Complaint are to be paid by the Municipality. Where the Integrity Commissioner incurs Expenses that relate to the administration of this Agreement as a whole and are not applicable to any particular Complaint, those expenses shall be paid by the Municipality.
- 8) **Calculation of Fees:** The Integrity Commissioner agrees that the Fee will be charged only for such time that he is actively investigating a Complaint and preparing and/or presenting his report with respect to that Complaint.
- 9) **Limiting Expenses:** The Integrity Commissioner agrees that all investigations will, as much as is possible, be conducted without travel to the municipality, so as to limit the Expenses relating to the Complaints.
- 10) **Timing:** The Integrity Commissioner will invoice the Municipality upon completion of his report related to that Complaint. Payment shall be due thirty (30) days after the date of delivery of the Invoice.
- 11) **Taxes:** All amounts payable to the Integrity Commissioner shall be paid without deduction. If goods and services tax is applicable to any Fees or Expenses, the same are payable in addition to the Fee or Expense. The Integrity Commissioner shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enroll), or pension with respect to any amounts paid to the Integrity Commissioner. The Municipality assumes no obligation or liability to this Agreement to deduct or remit any statutory or government remittances.

- 12) **Liability Insurance:** The Integrity Commissioner agrees to place and at all times maintain general liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Integrity Commissioner under this Agreement, or of any of the acts or omissions of the Integrity Commissioner. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence. In addition, the Integrity Commissioner agrees to place and at all times maintain automobile liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Integrity Commissioner under this Agreement. This insurance shall be with a company or companies acceptable to the Municipality and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence.
- 13) **Insurance Documents:** The Integrity Commissioner agrees, upon request, to provide to the Municipality:
- (a) the insurance policies described, or
 - (b) the certificates of insurance relating to those policies.
- 14) **Indemnification:** The Municipality agrees at all times to indemnify and save harmless the Integrity Commissioner from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this Agreement or any action taken or things done or maintained because of this Agreement, or the exercise of rights arising pursuant to this Agreement (excepting claims for damage resulting from the negligence of any officer, servant or agent of the Integrity Commissioner while acting within the scope of his or her duties or employment).

D. Other Covenants, Warranties & Acknowledgements

- 1) **Laws & Rules:** The Integrity Commissioner agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and by-laws in providing the Services. Where any permits or licences are required, same shall be obtained by the Integrity Commissioner.
- 2) **Communications by Electronic Mail:** The Parties agree that they may communicate with one another with respect to this Agreement by electronic transmission over the internet, but that they do so at their own risk with respect to inadvertent disclosure to third parties resulting from the use of that media. The Parties agree that no formal notice required by this Agreement shall be sent through electronic mail, but rather through regular mail or facsimile transmission.
- 3) **Municipal Freedom of Information and Protection of Privacy Act:** The Parties acknowledge that this Agreement is a public document, and that this Agreement and the Services rendered under it are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. No Party shall be considered to have breached a requirement of confidentiality if disclosure is ordered by the Information and Privacy Commissioner in a procedure under that legislation. The Integrity Commissioner agrees that the Municipality, if involved in any procedure under that legislation with respect to this Agreement or the Services, shall have control of that procedure. The Integrity Commissioner will co-operate in any and all such procedures, and abide by the orders of the Information and Privacy Commissioner that result, but the Municipality will make any decisions with respect to that procedure as it unfolds. Any expenses of the Integrity Commissioner relating to any such procedure shall be reimbursed to the Integrity Commissioner by the Municipality, and the Integrity Commissioner may charge the Municipality a fee that does not exceed the amount of the Fees applicable to the Services, for his time spent in dealing with that procedure.
- 4) **Dispute Resolution:** Any Dispute that cannot be resolved by each Party involved shall be settled in accordance with this Section. The Party wishing to

rectify the Dispute shall send the other Party written notice clearly identifying the Dispute, that Party's position with respect to the Dispute, and the remedy which the Party seeks. The Party receiving such a notice shall enter into good faith negotiations with the other Party. If the Dispute has not been resolved within thirty (30) days of the original notice, either Party may avail itself of any process or means legally available to resolve the Dispute.

E. Miscellaneous

- 1) **Notice:** Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Integrity Commissioner at:

Paul S. Heayn, A.M.C.T.
 41 Clearwater Crescent
 Dryden, Ontario P8N 3H8
 Email: psheayn@drytel.net
 Telephone: (807) 223-6824
 Fax: (807) 223-6824
 Cell: (807) 221-8128

or to the Municipality:

Elizabeth (Lisa) Slomke, Clerk
 Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario P9A 3P9
 Email: lslomke@fortfrances.ca
 Telephone: (807) 274-5323 Ext. 1215
 Fax: (807) 274.8479

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
 - (b) the business day next following the date of facsimile transmission;
 - or
 - (c) five (5) days following the date of mailing of the notice;
- whichever is applicable. Notice shall not be given by electronic mail. Notwithstanding this, either Party may change its address for notice by giving notice of change of address pursuant to this Section.

- 2) **Amendments:** No supplement, amendment or waiver of or under this Agreement shall be binding unless executed in writing by the parties to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 3) **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the Services. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and this Agreement fully replaces and supersedes any letter, letter of intent, request for proposals, response to requests for proposals, or other contractual arrangement between the Parties related to the Services that may have been in existence at the time of execution and delivery of this Agreement.
- 4) **Force Majeure/Time:** Notwithstanding anything in this Agreement, no Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

- 5) **Successors:** The rights and liabilities of the Parties shall enure to the benefit of and be binding upon the Parties and their respective successors and approved assignees.
- 6) **Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Parties agree that the remainder of this Agreement shall not be affected by the ruling, but shall remain in full force and effect.
- 7) **Relationship of Parties:** Nothing in this Agreement shall create any formal legal relationship between the Parties. The Integrity Commissioner is a contractor independent of the Municipality.
- 8) **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 9) **Independent Legal Advice:** Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

Integrity Commissioner

Paul S. Heayn

Date: _____

The Corporation of the Town of Fort Frances

J. Caul, Mayor

Date: _____

E.Slomke, Clerk



The Office of the Fire Marshal and Emergency Management (OFMEM)

PRESENTS:

Essentials of Municipal Fire Protection - A Decision Makers' Guide

WHO should attend this one day seminar?

- Senior Municipal Leaders (members of council, CAO's, clerks, directors, commissioners)
- Fire Chiefs appointed for the fire departments in their municipalities
- Deputy/Assistant Fire Chiefs appointed for the fire departments in their municipalities
- Senior fire department officers with the authority to act on behalf of the Fire Chief

WHY should you attend?

The *Essentials of Municipal Fire Protection - A Decision Makers' Guide Seminar* is a collaborative project of Office of the Fire Marshal (OFM) staff representatives, along with a broad group of municipal and fire service stakeholders.

This one-day seminar incorporates key fire protection service information that decision-makers have expressed they need to know: i.e. what they must do, what service delivery options they have, how they can determine which services to provide in their municipalities, and what tools are available to them. OFM Field and Advisory Services staff use a combination of the supplied Guidebook, PowerPoint programs and interactive case studies to deliver these key messages.

WHAT will you learn?

The Guidebook provided is intended as a reference and companion document to the *Essentials Seminar*, which incorporates key information for municipal decision-makers to assist them with a general understanding of municipal responsibilities under the *Fire Protection and Prevention Act, 1997* and the *Ontario Fire Code*.

The seminar will also provide you with an overall understanding of: the structure of the OFMEM, the principals behind promoting public safety and safer communities, elements of the *Fire Protection and Prevention Act, 1997*, various municipal requirements and responsibilities, enforcement of offences under the FPPA, determining municipal fire protection service delivery options, legislation, regulations and standards.

For more information, please contact our OFMEM Advice and Assistance Unit toll free number at **1-844-638-9560** and a unit member will assist you.

If you wish to have a response in writing please send your email to OFMEM-FAS-AA@ontario.ca.

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



February 21, 2019

In This Issue

- Listen to the latest episode of AMO ON Topic.
- Rural and Northern Immigration Pilot applications now open.
- AMO's 2019 Social Media Webinar series begins February 27.
- AMO Conference Early Bird registration open until March 1.
- Register now for OSUM 2019 in Pembroke.
- Tell your story with RETScreen!
- Federal Carbon Pricing System - webinar video link.
- Energy Planning Tool helps create Energy Plans.
- Career with Owen Sound.

AMO Matters

AMO's President and ROMA's Chair discuss key topics coming out of the ROMA Conference, including the Premier's announcement related to municipal liability. [Listen now](#).

Federal Matters

Rural and Northern Ontario municipalities have until March 1st, 2019 to apply for the Rural and Northern Immigration Pilot in partnership with local economic development and immigrant-serving organizations. For more information, [click here](#).

Eye on Events

Register now for AMO's 2019 Social Media Webinar Series. [Register for one or all of six](#) webinar sessions designed to help you navigate social media more effectively and safely.

Early Bird registration for the 2019 AMO Conference is open until 4 pm on March 1, 2019. To assist with your travel plans, a [program outline](#) has been posted on the conference website.

[Registration](#) is now open for the [2019 OSUM Conference](#) May 1-3, hosted by the County of Renfrew and the City of Pembroke. This year's theme is Changing Landscapes – Don't miss it!

Utility bills tell the story behind your building's efficiency. This story is critical to your 5-year Energy Plan. Learn how to read your story using [RETScreen Expert](#). Workshops for the public sector start March 1 - registration closes one week prior to each workshop. Don't delay - [register now](#)! Huntsville registration closes Friday!

Did you miss the live federal Carbon Pricing System webinar on February 14? Or maybe just need a refresher? [Click here](#) to watch the recorded webinar that was hosted by LAS and program partner Edison Energy.

LAS

The [Energy Planning Tool \(EPT\)](#) is being used by over 1/3 of Ontario's municipalities to create their 2019 Energy Plans. Subscribe today for only \$250 annually and start your plan immediately. Includes unlimited number of users so your entire team can work together. For current subscribers - watch for exciting software updates coming this Spring!

Careers

[Supervisor of Environmental Services - City of Owen Sound](#). Reports to Manager of Engineering Services. Please forward a complete resume referencing the job posting number to the email address listed no later than 4:30 p.m. on February 25, 2019: Human Resources Division, City of Owen Sound, 808 2nd Avenue East, Owen Sound, Ontario, N4K 2H4. Fax: 519.371.8190; Email: hrjobposting@owensound.ca.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

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Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	A
Ed Gackley Flinthouse	A	RRFDC – Geoff Gillon	P
Shelley Wepruk Secretary	P	John Albanese – Town Councilor Town of Fort Frances	A
Scott Krienke-Turvey Ink Spotz Apparel	P	Jennifer Horton Carey Chick <i>Carey</i>	A
Marie Therese Metke Pharmsave	A		
Katie Trimble B93	P		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Guest	P		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:05 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Katie to our meeting

2. Approval of Minutes

B.I.A Board of Management Meeting – 12 September 2018

Copies of the minutes from the 17 October 2018 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Scott Krinke-Turvey/Pat Gartshore
TO accept the minutes presented of 17 October, 2018
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Doug Cuthbertson/Scott Krinke-Turvey in the amount of \$3801.09
No against or abstentions
CARRIED

4. New Business

5. Additions to Agenda

1. Digital Transformation – Scott will be getting a quote from Travis Glowosky re the program.

6. Business Arising from the Minutes

Finance and Administration Committee

1. No Report. computer.

Promotions Committee

1. Radio Roulette. Businesses are partaking in the new promotion. Roulette begins on 15 November, 2018 at 3 pm.
2. Girls Night Out – Thursday 15 November from 3-7 pm.
3. Scott will be doing a spot on the radio promoting the B.I.A. He will talk about services we provide: baskets, flowers, stars just to name a few.
4. Black Friday is coming up.
5. Parade scheduled for 2 December, 2018 @ 3pm.

Maintenance Committee

1. New Christmas balls for baskets were purchased. Northwoods donated the new garland.
2. A big thanks to the people who helped put up baskets and stars. Thanks Katie, Scott, Duane, Andre, Pete & Richard. Your services was very much appreciated.
3. It was decided to leave stars up year round and decorate accordingly.
4. Also a big thanks to Ray & Pete for helping to fix the stars.

Chamber of Commerce

1. No Report

New Committee

1. No report.

Social Media

1. Natalie and Jen Horton are now managing the facebook account for us.

8. New Business

Setting of Next Board Meeting

Motion # 4 Shelley Wepruk
To close the meeting
No against or abstentions
All in agreement – CARRIED

The next meeting date will be 13 February, 2019 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 8:45 am.

TOWN OF FORT FRANCESMINUTESSESSION NO. #004February 4, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre on February 4, 2019 from 10:30 a.m. to 10:50 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown - CAO, Jason Kabel, Community Services Division Manager

1 CALL TO ORDER (Session #004)

A. Hallikas called the meeting to order at 10:25 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- approved without revision.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - January 21, 2019 - **approved as amended.**

5 ITEMS REFERRED FROM COUNCIL

5.1 Request from J. Petrin, Fort Frances Homeless Committee - use of East End Hall (Mayor J. Caul will provide a verbal update)

- Mayor J. Caul took initiative to assist the Homeless Committee to find an alternate location that will serve the needs of the community that will preclude the need for their request to be considered further by Council.

5.2 Request from Relay for Life 2019 - The Community Services Executive Committee recommends to the Operations and Facilities Executive Committee to authorize the use of the Point Park Office as the headquarters for the Relay for Life on Saturday, June 22, 2019 provided that:

- a proof of insurance certificate (\$2 million) is furnished with the Town named as an additional insured on the Relay for Life Committee policy.
- The premises are cleaned and all trash is removed from the facility.

5.3 Request from Age Friendly Committee - Drop Off Areas for Older Adults - Irene Laing -

To endorse the Bylaw division further research of other communities who may have established Age Friendly drop off spaces that will assist in determining potential implementation and enforcement considerations prior to determining a course of action.

6 NEW BUSINESS

- NIL

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

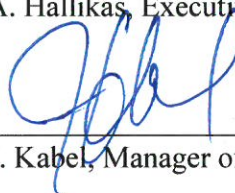
8.1 Next Meeting Date - February 19, 2019 (Fort Frances Senior Centre)

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 10:50 a.m.



A. Hallikas, Executive Committee Chair



J. Kabel, Manager of Community Services

TOWN OF FORT FRANCESMINUTESSESSION NO. #3February 4, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on February 4, 2019 from 8:00 a.m. to 9:19 a.m.

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

ALSO PRESENT: D. Brown, CAO, T. Dennis, CBO/Planner, J. Kabal, Community Services Manager, DJ. Macintosh, Guest.

1. Call to Order - 0800am
Session #3

2. Disclosure of pecuniary interest and the general nature thereof
None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of Previous Committee Minutes.
- Approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.
None.

5. In-Camera
None.

6. Items Referred from Council

- 6.1 Letter from R. Van Drunen re: Noise By-Law.
- No report at this time. Waiting for comments from the OPP.
- Comments from the meeting that were brought forward for review were more input was required in regards to this request and that the addition for adding times for noise was discussed.
These comments will be reviewed and taken into consideration for when the final report with comments from the OPP are received.
- 6.2 Request from Age Friendly Committee - Safe Drop Off/Pick-Up Locations for Adults.
- The Committee reviewed this request and made the following comments to the Community Services Executive Committee to take into consideration at their meeting. The Town currently offers handicap parking, What are other municipalities doing, If spots are provided for drop off pick up who would be eligible to use them, How would these be enforced. The Planning & Development would also recommend that further research and investigation be done.
- 6.3 Request from Fort Frances Homeless Committee for Use of East End Hall. (Mayor J. Caul will provide a verbal update).
- The Mayor provided an update to the Planning & Development Executive Committee regarding this matter. It was determined that this matter is under the jurisdiction of RRDSSAB. A plan for the Volunteer Bureau to be used was investigated by the Fire Department & Building Office was completed. The Mayor advised the group that a letter will be sent to RRDSSAB to request further information regarding the warm up/shelter services which are to be provided by RRDSSAB.

7. New Business

- 7.1 OPP Site Plan Control Agreement - 901 Colonization Road West.
- After a review of the report and additional information was provided. The Planning & Development Executive Committee is recommending that Council approve the Sight Plan Control Agreement as presented.

8. Outstanding Items

- 8.1 Proposed Draft Fence By-Law.
- After a review of the draft by-law was completed the Planning & Development Executive Committee is recommending that Council approve the draft by-law as presented and direct Administration to prepare an appropriate by-law for signing by Mayor and Clerk.
- 8.2 Proposed Draft Smoking By-Law.
- No report at this time. Waiting for comments from the OPP.
- Questions from the meeting that were asked by the Committee for review were what is the Provincial definition of “Holding” of products such as smokes, joints and gummies and What happens when Municipal property doesn’t allow, how does the 30m distance effect private lands.
These questions will be reviewed and taken into consideration for when the final report with comments from the OPP are received.
- 8.3 255 Scott Street - TBT Engineering.
- After a review of the request and additional information was completed. The Planning and Development Executive Committee is recommending that Administration bring forward a draft agreement outlying the regulations for the first year for allowing an entrance onto the RL square. A land use agreement will be developed to allow for TBT Engineering to have a secondary door onto the RL square. Rear entrance has steps in the building which do not allow for an accessible entrance. The RL square area would allow for this entrance.

9. Information
None.

10. Non-agenda Items
None.

11. Adjourn / Next Meeting Date - 0919am
Tuesday February 19th, 2019.

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. # 004February 5, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on February 5, 2019 from 9:00 a.m. to 9:50 a.m.

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, J. Forbes, Human Resources Manager, K. Lawson, Deputy Clerk

REGRETS:

1. **Call to Order 9:00 a.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

2.1 D. Brown, CAO - Financial Indicators.

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

3.1 Councillor Andrew Hallikas disclosed an interest in item 6.2 as the RRDMA AGM Per Diem Claims were his. He did not participate in any discussion when the matter was discussed.

3.2 Councillor Douglas Judson disclosed an interest in item 6.3 as the RRDMA AGM Per Diem Claims were his. He did not participate in any discussion when the matter was discussed.

4. **Approval of Previous Committee Minutes**

4.1 Session No. 3 dated January 22, 2019.

Hallikas-Judson: Approved as presented.

CARRIED

5. **Items Referred from Council**

5.1 Safe Communities - Rainy River District Annual Per-Capita Request.
- committee recommended approving the Safe Communities - Rainy River District \$.50 per capita financial request in the amount of \$3,977.50 for 2019.

6. New Business

- 6.1 Councillor Michael Behan - RRDMA Annual General Meeting Per Diem.
- committee recommended approving Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Michael Behan for his attendance at the RRDMA Annual General Meeting on January 19, 2019.
- 6.2 Councillor Andrew Hallikas - RRDMA Annual General Meeting Per Diem.
- committee recommended approving Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Andrew Hallikas for his attendance at the RRDMA Annual General Meeting on January 19, 2019.
- 6.3 Councillor Douglas Judson - RRDMA Annual General Meeting Per Diem.
- committee recommended approving Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Douglas Judson for his attendance at the RRDMA Annual General Meeting on January 19, 2019.
- 6.4 Councillor Rick Wiedenhoeft - RRDMA Annual General Meeting Per Diem.
- committee recommended approving Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Rick Wiedenhoeft for his attendance at the RRDMA Annual General Meeting on January 19, 2019.
- 6.5 Council - Staff Relations Policy.
- committee recommended approval and implementation of the Council Staff Relations Policy as presented.

7. Non-agenda Items

- 7.1 D. Brown, CAO provided committee members with Financial Indicators. Committee received as information.

8. In-Camera

- 8.1 A trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board: Consultants Report - RFP
- Committee recommended awarding the RFP as laid out in the report.

9. Adjourn / Next Meeting Date - February 19, 2019


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #003February 6, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 6, 2019 from 8:30 a.m. to 10:06 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, Doug Brown, CAO and Travis Rob

ALSO PRESENT: Mayor June Caul

1 Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting of this Committee on January 23, 2019.

4 Non-agenda Items

4.1 None

5 Items Referred from Council

5.1 Letter dated January 22, 2019 from I. Laing Re: Establishment of designated parking on Scott Street - the administration report was approved as presented.

5.2 Request to utilize the Point Park from the Relay for Life Committee - was approved with the understanding that garbage will be cleared out at the cost of the organizers.

6 New Business

6.1 Airport Facility Lease Renewal - CBRE Maintenance Garage Bay November 1, 2019 to March 31, 2020 - the administration report was recommended as presented.

6.2 Adoption of a Tree Canopy Policy - Revisions were made to the policy and

recommended as amended.

- 6.3 Report No. 2 Establishing 2019 Water and Sewer Rates - Scenario 5 was revised but recommended to forward to Council.

7 Information

- 7.1 Operations and Facilities Division - Public Works Area - Operations Statistics - November 2018 - the Operations and Facilities Division - Public Works Statistics for November 2018 were reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Public Works Area - Operations Statistics - December 2018 - the Operations and Facilities Division - Public Works Area Statistics for December 2018 were reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Operations Maintenance Summary for January 2019 - the Operations maintenance summary was received and will be forwarded to Council as information only. No action required.

8 Adjourn / Next Meeting Date

- 8.1 Meeting adjourned at 10:06 a.m.

Next meeting date February 20, 2019.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities