



City of Kenora

Committee of the Whole Agenda

Tuesday, May 10, 2022

9:00 a.m.

City Hall Council Chambers

Live Stream Access: <https://kenora.civicweb.net/Portal/>

A. Public Information Notices

As required under Notice By-law #144 -2007, the public is advised of Council's intention to adopt the following at its May 17, 2022 meeting:-

- Adopt the adopt the 2022 Municipal Operating Budget
- Appoint a Deputy Mayor for the balance of term of Council
 - Adopt a lame duck delegation bylaw
 - Amend the City's Procurement Policy
- Adopt a new General Tariff of Fees and Charges By-Law give effect to new rates in the Solid Waste Division outlined in Schedule D
- Authorize a budget amendment in the amount up to \$12,500 plus HST to be funded through the Art Centre reserve for emergency repairs to the art centre balcony
- Close the road allowances legally identified as PIN 42169-0250 and a portion of PIN 42169-0295, and be declared surplus to the requirements of the Municipality
- Close road allowance legally identified as a portion of PIN 42169-0277 and declare surplus to the requirements of the Municipality
- Authorize a budget amendment in the amount of \$171,272 to be funded through the Solid Waste Reserve to complete the Phase I Perimeter Road Construction at the Kenora Area Landfill

Blessing & Land Acknowledgement

Councillor Smith

B. Declaration of Pecuniary Interest & the General Nature Thereof

- 1) On Today's Agenda
- 2) From a Meeting at which a Member was not in Attendance.

C. Confirmation of Previous Committee Minutes

Motion:

That the Minutes from the last regular Committee of the Whole Meeting held April 5, 2022 and the Special Committee of the Whole meetings held April 19 and 25, 2022 be confirmed as written and filed.

D. Deputations/Presentations

- Mai Abdou, Public Sector Digest – City's Asset Management Plan
 - Suzy Melo, Brooks McIlroy – Pocket Park Presentation
 - Lasse Halomen - Land Purchase File #L07-22-01
- Allyson Pele/Megan Dokuchie – Glad You are Here Summer Initiatives

E. Reports:

1. Corporate Services & Finance

Item Subject

- 1.1. **March 2022 Financial Statements**
- 1.2. **Ontario Regulation 284/09: 2022 Budget Matters**
- 1.3. **Asset Management Plan Update**
- 1.4. **Citizen's Prosperity Trust Fund Investments**
- 1.5. **Procurement Policy**
- 1.6. **Operating Budget Approval**
- 1.7. **Tariff of Fees & Charges-Environmental Services Division**
- 1.8. **Council Code of Conduct Policy**
- 1.9. **Boards & Committees Code of Conduct Policy**
- 1.10. **Lame Duck Delegation Authority**
- 1.11. **Use of Corporate Resources for Election Purposes Policy**
- 1.12. **Parking Lots & Structures Bylaw Amendments**
- 1.13. **Deputy Mayor Appointment**

2. Fire & Emergency Services

Item Subject

- 2.1 **Emergency Services Quarterly Report**
- 2.2 **9-1-1 Service Agreement**

3. Engineering & Infrastructure

Item Subject

- 3.1 **Engineering & Infrastructure Quarterly Report**
- 3.2 **General Engineering Services Proposal**
- 3.3 **Budget Amendment - Kenora Area Landfill Perimeter Road Construction**

4. Community Services

Item Subject

- 4.1 2022 Successful Funding Applications
- 4.2 Application to the Federal Economic Development Agency – Ontario
Regional Tourism Relief Fund
- 4.3 Budget Amendment-Art Centre Balcony Water Damage
- 4.4 Community Services Quarterly Report
- 4.5 Coney Island Shuttle Agreement
- 4.6 Playground Equipment Purchase Agreement

5. Development Services

Item Subject

- 5.1 Request for Closure of Roads and Declaration of Surplus Land – Aberdeen
Street and Grey Street
- 5.2 Request for Closure of Road and Declaration of Surplus Land – Railway St

Other:

Proclamations:

- Action Against Anti-Asian Racism Day – May 10, 2022
- Apraxia Awareness Day - May 14, 2022
- Bladder Cancer Awareness Month – May 2022

Public Zoning Amendment Meeting – 12:00 p.m.

- D14-22-01 - 371 Strecker Road

Next Meeting

- Tuesday, June 7, 2022

Motion - Adjourn to Closed Meeting:

That this meeting now be adjourned to a closed session at _____ a.m.; and further

That pursuant to Section 239 of the Municipal Act, 2001, as amended, authorization is hereby given for Committee to move into a Closed Session to discuss items pertaining to the following: -

- i) Labour Relations (2 items-workforce complement)
- ii) Education & Training (2 items- McLeod Park design & CAO update)

Adjournment.



April 28, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Charlotte Edie, Director of Finance

Re: March 2022 Financial Statements

Recommendation:

That Council hereby accepts the monthly Financial Statements of the Corporation of the City of Kenora at March 31, 2022.

Background:

Attached for your information, please find the March 2022 summary expense and user fee statements for the City of Kenora and the Council department. At the end of March, if expenditures were uniform, 25% of the budget should be used with 75% of the budget remaining.

Overall: General Operations

- Expenses at the end of March 2022 were under budget with 80.79% remaining to be spent.
- User fee revenues to the end of March 2022 are under budget with 85.69% left to collect.

Significant differences in the general operations are as follows:

- Roads departments expenses all below budget pending maintenance season.
- Winter Control Maintenance – balance is considerably higher than 2021 due to several significant winter events. Shortfalls will come out of the winter maintenance reserve.
- General vehicles and equipment – the insurance allocation was posted in January this year, fuel costs are higher than usual due to the winter control activity.
- Pool – Routine repairs were done including a new pump.
- Library and Museum – once the operating budget is passed we will be expensing 1/12 of the approved allocations every month.

Overall: Sewer and water

- Expenses at the end of March 2022 were under budget with 87.17% remaining to be spent.
- User fee revenues to the end of March 2022 are around the budget target with 75.3% left to collect. Revenue accruals have not been set up or reversed.

Overall: Solid Waste

- Expenses at the end of March 2022 were under budget with 85.64% remaining to be spent.
- User fee revenues to the end of March 2022 are under budget with 82.81% to be collected.

Please let me know if you have any questions, or would like to see any of the department statements in further detail.

Strategic Plan or other Guiding Document:

Our Mission: To be an accountable, collaborative, and informed team that takes pride in delivering value-added municipal services.

Corporate value: We administer municipal finances in a prudent, accountable, and transparent manner that is mindful of the financial implications of our daily decisions.

Goal 4.3: Improve the fiscal planning capacity of our administration.

ERM Assessment: Monitoring financial statements on a monthly basis mitigates some of the uncertainty related to projected costs vs actual expenditures.



April 26, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Charlotte Edie, Director of Finance

Re: Ontario Regulation 284/09: 2022 Budget Matters

Recommendation:

That Council hereby adopts the report dated April 26, 2022 related to 2022 budget matters by Resolution as required under the Municipal Act, 2001, Ontario Regulation 284/09.

Background:

On June 5, 2009, the Province approved legislation which changed the financial reporting and budget requirements of municipalities. As a result of the new requirements, municipalities are required to prepare annual Financial Statements in accordance with generally accepted accounting principles for local governments as recommended by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants of Canada (CPA Canada). These accounting principles include accounting for employment liabilities, landfill costs and tangible capital assets.

The new PSAB accounting standards adopted for municipalities do not require that budgets be prepared on the same basis. Municipalities are, however, required to prepare a report, passed by resolution that shows how the surplus and deficit of the budget would be reflected in the financial statements. This report summarizes the differences between the financial statement reporting and the budget.

Budget:

The result of changes to accounting standards is that the City's surplus for budgeting purposes differs from the surplus on the City's financial statements. The estimated effect on the 2022 budgeted ending surplus is as follows:

Acquisition of tangible capital assets	\$19,664,103
Amortization expense of tangible capital assets	<u>(\$8,630,088)</u>
	<u>\$11,034,015</u>

The changes to accounting and reporting requirements under PSAB are a financial accounting treatment only and do not affect operating surpluses. This difference is one of financial statement presentation only.

Communication Plan/Notice By-law Requirements: Resolution required.

Strategic Plan or Other Guiding Document: Statutory requirement.

ERM Assessment: An insignificant financial impact risk and rare likelihood generates a low risk for the City and Council related to this Ontario Regulation.



April 28, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

**Fr: David Mellor, Project Engineer
Charlotte Edie, Director of Finance/Treasurer**

Re: Asset Management Plan for the City of Kenora

Recommendation:

That Council hereby approves the Updated Asset Management Plan for the City of Kenora as prepared by Public Sector Digest (PSD); and further

That Administration continue to improve the data underlying the plan and strategies with which to manage the City's infrastructure.

Background:

Kenora's Asset Management Plan as prepared by Public Sector Digest meets the requirements set out by the Minister of Infrastructure, Province of Ontario. This is a living document that will require continual updating and improvement. The basis for the latest update is to comply with Ontario Regulation 588/17(O.Reg. 588/17) . The regulation requires that the latest Asset Management Plan be updated to include community and technical levels of service information for non-core assets, by July 1, 2024. There are additional requirements concerning proposed levels of service and growth that must be achieved by July 1, 2025.

Funded through the Federation of Canadian Municipalities (FCM) The City of Kenora commissioned PSD as Consultants to update and expand the Asset Management Plan. Although O.Reg. 588/17 only required the addition of non-core level of service standards to achieve compliance the FCM funding allowed the City of Kenora to complete a full update of the Asset Management Plan. The update required extensive coordination through City departments and included for all assets; a full asset inventory update, an update of life cycle models and strategies, revisions and updates of asset risk profiles and matrices and the addition of level of service standards for non-core assets.

City Staff will continue to capture data to further supplement and improve the Asset Management Plan.

Budget: The FCM funding allocated towards the update of the Asset Management Plan is now exhausted. Further funding is available and has been applied for to continue the work in the future. Administration plans to continue to use current resources for the review, updating and improvements under this plan unless funding specific to the assets covered within this plan becomes available.

Risk Analysis:

The average risk rating is a derivative of an asset's probability and consequence of failure. The updated Asset Management Plan includes a risk assessment framework that ranks the average risk rating of all City assets as low. It is noted that the City currently manages risk through extraordinary revenue management to address assets with the highest need.



April 27, 2022

City Council Committee Report

TO: Kyle Attanasio, CAO

FR: Charlotte Edie, Director of Finance

RE: Investment Report – 2021 Citizens’ Prosperity Trust Fund

Recommendation:

That Council of the City of Kenora hereby accepts the 2021 investment report that includes details of the City of Kenora Citizens’ Prosperity Trust Fund investments.

Background Information:

The City of Kenora maintains investment portfolios within the Citizens’ Prosperity Trust Fund. These investments are held in the ONE Public Sector Group of Funds and in Manulife Investments and most were transferred to the Prudent Investor regime realizing a gain of \$1,922,765 in 2020.

The market value of the total market value of investments at December 31, 2021 is \$45,219,495 and the book value is \$43,668,332. This portfolio is held in bond, universal corporate bond and equity funds. Gross investment income in the fund for 2021 is \$1.91M. The offsetting unrealized market adjustment at year end was \$731K resulting in a net of \$1.17M.

A breakdown of the investments is as follows:

ONE Fund	\$40,105,544
RBC Dexia	<u>3,562,788</u>
	\$43,668,332

The consolidated year to date return on the ONE investments in 2021 is 6.2% (since inception 7.7%). The consolidated year to date return on the RBC Dexia investments is -.67% (since inception 2.55%).

Budget: There is no expected budget impact as a result of this report.

Risk analysis: The risk impact is that the Funds do not earn at least the budgeted investment income.

Communication Plan/Notice By-law Requirements: For information only

Strategic Plan or other Guiding Document:

Our Mission: To be an accountable, collaborative, and informed team that takes pride in delivering value-added municipal services.

Corporate value: We administer municipal finances in a prudent, accountable, and transparent manner that is mindful of the financial implications of our daily decisions.

Goal 4.3: Improve the fiscal planning capacity of our administration.

Financially, PSD estimates that all tax based and rate-funded assets do not receive adequate capital or operational budgets to achieve full life cycle returns from City assets. Financial risk levels are difficult to quantify as they are directly dependent on numerous other factors however, the need for additional budget is expected to increase and compound as assets age and subsequently deteriorate.

Operationally, additional preventative maintenance activities and capital replacement programs are recommended to increase asset life cycle lengths and reduce risk.

Communication Plan/Notice By-law Requirements: The Asset Management Plan will be published on the City website and forwarded as required with any infrastructure funding applications.

Strategic Plan or other Guiding Document:

2022-2027 Strategic Plan:

- 1.1 – Position Kenora for Growth through proactive infrastructure planning.
- 4.3 – Improve the fiscal planning capacity of our administration.



May 4, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services

Re: Procurement Policy #AF-1-1

Recommendation:

That Council hereby adopts an amended Procurement Policy #AF-1-1 for the Corporation of the City of Kenora; and further

That Policy #AF-1-1 form part of the Comprehensive City Policy Manual; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend the City's Procurement Policy at its May 17, 2022 meeting; and further

That three readings be given to a bylaw for this purpose.

Background:

City Administration have taken an extensive review of the City's procurement policy and processes. The objective to the guiding procurement document is to obtain the right goods and/or services when needed while achieving best value through a transparent, fair and competitive process with a high focus on improving internal processes to allow for more expedient procurement.

The new Policy outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the City. The guiding principles are that procurement decisions will be made using a competitive process that is open, transparent and fair.

Highlights of the new policy include:

- Adjusts the monetary authorities for direct purchases and when competitive procurement takes place
- An employee who has been delegated procurement authority may sign any procurement documents, invoices, or purchase orders within the limits of their delegated procurement authority necessary to complete the procurement and must ensure that the expenditure is within the approved budget
- Regardless of employees' delegated Procurement Authority, all formal contracts valued at \$40,001 or more shall be executed by the Mayor and City Clerk of the City for the purposes of binding the corporation. This will result in contracts not needing to be presented to Council as housekeeping reports for execution, shortening timelines for matters that need to be brought before Council and eliminating redundant reporting.
- Any contracts \$40,001 or more shall be executed by the Director of the Department and a copy must be forwarded to the City Clerk for record purposes

to ensure we are maintaining all records and commitments binding the corporation.

- The new policy incorporates efficiencies for the staff to ensure procurement can take place in the most efficient and expedient manner while maintaining the integrity and transparency of municipal purchasing.

The purchasing and supply function fully embraces the philosophy of continuous improvement and will continue to be a leader in advanced public procurement solutions. Our procurement objective to achieve the best value for the City by considering the best options available while treating all vendors equitably. The City is committed to creating and maintaining a high level of confidence in its procurement of goods and services, by ensuring integrity, transparency, accountability, efficiency and consistency in its procurement process, and acting within its authority under the federal and provincial legislation, regulations and trade agreements governing municipal procurement.

It is important that in the expenditure of public funds the City maximizes the benefit to the City and, therefore, the public. All employees shall pursue procurement activities which promote the principles of efficiency, effectiveness and equity.

Along with this new Policy development, we have worked with a group of solicitors to develop a variety of standardized templates which will provide consistency and ensure that all the necessary legalities are included in all of our contracts, agreements and procurement documents such as RFP, RFQ, and RFEOI. These new standardized templates are very helpful for all City staff, and will position the City in a strong position with both vendors who are interested in submitting proposals to the City as well as staff who develop and issue the required documents through the procurement process.

Budget: There is no direct budget impact to this amended policy.

Risk Analysis: There is a medium risk associated with this report. While the City already has a strong Procurement Policy, we have created efficiencies through this new policy which will further enhance our processes and improve the duration our procurement takes due to internal processes while improving flexibility.

Communication Plan/Notice By-law Requirements: bylaw & public notice

Strategic Plan or other Guiding Document:

4.3 - Improve the fiscal planning capacity of our administration.

Procurement Policy



Section	Date	By-Law Number	Page	Of
Administration & Finance	May 17, 2022		1	25
Subsection	Repeals By-Law Number		Policy Number	
Procurement	149-2019		AF-1-1	

Policy Statement

The City of Kenora (the "City") is committed to acquiring goods, services, and construction of the appropriate quality and at the best value for the City while treating all vendors equitably. The City is committed to creating and maintaining a high level of confidence in its procurement of goods, services, and construction by ensuring integrity, transparency, accountability, efficiency and consistency in its procurement process, and acting within its authority under the federal and provincial legislation, regulations and trade agreements governing municipal procurement.

It is important that in the expenditure of public funds the City maximizes the benefit to the City and, therefore, the public. All employees shall pursue procurement activities which promote the principles of economy, efficiency, effectiveness, and equity.

Table of Contents

1.0 Purpose	3
2.0 Definitions	3
3.0 Guiding Principles	6
4.0 Roles and Responsibilities	7
5.0 Procurement Authority	8
6.0 The Procurement Process	9
7.0 Specifications	13
8.0 Advertising and Notifying Potential Vendors	13
9.0 Bid Opening (Formal Competition)	14
10.0 Acceptance or Rejection of Irregular Bids (Formal Competition)	14
11.0 Best Value Considerations	15
12.0 Award Considerations	16
13.0 Notification of Successful Vendor	17
14.0 Unsuccessful Vendor Notification/Debriefing	17
15.0 Emergencies and Other Exceptions to Competition (Single/Sole Sourcing) ..	18
16.0 Contingencies	22
17.0 Purchase of Additional Goods or Services	22

1.0 PURPOSE

- 1.1 To provide direction and guiding principles for the procurement of goods, services, and construction by the City.
- 1.2 To encourage competition and ensure vendors are treated consistently and fairly throughout the procurement process.
- 1.3 To avoid conflicts between the interests of the City and those of the City's employees and vendors and to prevent corrupt practices.
- 1.4 To assign roles, responsibilities and accountabilities of individuals throughout the procurement process.
- 1.5 To ensure the City's procurement of goods, services, and construction is in compliance with all legislative and regulatory requirements, including but not limited to:
 - (a) the *Municipal Act*;
 - (b) the *Municipal Conflict of Interest Act*;
 - (c) the *Municipal Freedom of Information and Protection of Privacy Act*;
 - (d) the *Accessibility for Ontarians with Disabilities Act*;
 - (e) the *Discriminatory Business Practices Act*;
 - (f) the *Canadian Free Trade Agreement (CFTA)*;
 - (g) the *Canada-European Union Comprehensive Economic and Trade Agreement (CETA)*;
 - (h) the *Trade and Cooperation Agreement between Ontario and Quebec*
 - (i) any successor federal or provincial legislation, regulations, or agreements governing municipal procurement; and
 - (j) all City bylaws, policies and procedures governing City expenditures and standards of conduct of City employees.

2.0 Definitions

- 2.1 **"Alternate goods or services"** means a choice between two goods and/or services. The same evaluation criteria must be used to assess each good or service.
- 2.2 **"Bid"** means for the purposes of this document only, a tender, proposal, quotation, an offer or submission received from a vendor in respect of an invitation to tender, request for proposal, request for quotation, or other form of solicitation.
- 2.3 **"Buying group"** means a group of two or more members that combines the

purchasing requirements and activities of the members of the group into one joint procurement process. Buying groups include cooperative arrangements in which individual members administer the procurement function for specific contracts for the group, and more formal corporate arrangements in which the buying group administers procurement for group members. Buying groups may involve a variety of entities, including public sector, private sector and not-for-profit organizations;

- 2.4 **"Chief Administrative Officer"** or **"CAO"** means the Chief Administrative Officer of the City appointed by City Council pursuant to section 229 of the *Municipal Act*.
- 2.5 **"City"** means the City of Kenora.
- 2.6 **"City Council"** means the duly elected council of the City.
- 2.7 **"Conflict of interest"** means a situation where the independence or impartiality of an employee's, or a member of City Council's, decisions or actions are impaired or may reasonably be expected to be impaired because of outside employment, political, business, family or other personal interests.
- 2.8 **"Construction"** means a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, the supply of products and materials, the supply of equipment and machinery if they are included in and incidental to the construction, and the installation and repair of fixtures of a building, structure or other civil engineering or architectural work, but does not include professional consulting Services related to the construction contract unless they are included in the procurement.
- 2.9 **"Contract"** means a commitment by the City for the procurement of specified goods or services from a vendor, which may be evidenced by an agreement executed by the vendor and the City or a purchase order issued by the City to the vendor.
- 2.10 **"Director"** means any individual appointed to the position of Director or general manager of one of the operating departments or divisions within City administration from time to time as well as the Fire Chief.
- 2.11 **"Direct Purchase"** means the acquisition of Goods or Services without competition;
- 2.12 **"Director of Finance"** means the individual appointed to the role of treasurer for the City in accordance with section 286 of the *Municipal Act*.
- 2.13 **"Emergency"** means an unforeseeable situation of real urgency and the goods or services cannot be obtained in time by means of an open procurement process.
- 2.14 **"Employee"** means an employee of the City.

- 2.15 **"Equivalent goods or services"** means having the same quality, the same performance or providing the same benefit. The same evaluation criteria must be used to assess each good or service.
- 2.16 **"Evaluation criteria"** means criteria set out in the procurement documents which are to be used to evaluate a bid.
- 2.17 **"Formal competition"** means the acquisition of goods or services governed by competitive bidding law with formal public advertising utilizing an invitation to tender, a request for proposal, an expression of interest, etc.
- 2.18 **"Goods"** means moveable property (including the cost of installing, operating, maintaining or manufacturing such moveable property) and includes supplies, materials, raw materials, products, equipment and other physical objects of every kind and description whether in solid, liquid, gaseous or electronic form.
- 2.19 **"Informal competition"** means the acquisition of goods or services which requires a minimum of three quotes from vendors, without formal public advertising.
- 2.20 **"Invitation to Tender"** means a public invitation to submit a bid in response to a call for tenders.
- 2.21 **"Manager"** means any individual appointed to the position of Manager of one of the operating departments or divisions within City administration from time to time as well as the City Planner, Economic Development Officer, Tourism Development Officer, Deputy Fire Chief, and any other managerial position deemed eligible by the Chief Administrative Officer from time to time;
- 2.22 **"Prequalification"** means the process of short-listing potential vendors.
- 2.23 **"Procurement"** means the acquisition by any means, including by purchase, rental, lease or conditional sale, of goods or services, but does not include:
- (a) any form of government assistance such as grants, loans, equity infusion, guarantee or fiscal incentives; or
 - (b) government provisions of goods and/or services to persons or other government organization.
- 2.24 **"Procurement activity"** includes any activity, process, or procedure initiated or undertaken as part of procurement, including but not limited to drafting specifications; completing any procurement forms; receiving and evaluating bids; issuing the purchase order or contract (as applicable); and forwarding documents for filing as municipal records.
- 2.25 **"Procurement authority"** means the authorization enabling an employee to engage in the procurement of Goods, Services, and Construction on the City's behalf;

- 2.26 **"Procurement value"** means the estimated total financial commitment resulting from a Procurement (refundable HST excluded) taking into account all forms of remuneration including premiums, fees, commissions and interest and the total values of options if the procurement provides for the possibility of options.
- 2.27 **"Purchase order"** means the City's written document issued by an authorized employee, which is the City's commitment to the vendor for the purchase of goods or services at an agreed upon price, terms, conditions and delivery date (including change orders). It is also the Vendor's authority to ship and charge for goods or services specified in the purchase order.
- 2.28 **"Purchasing card" or "P-card"** means a credit card provided by the City that can be used by authorized employees to acquire low dollar value items as outlined in the applicable policies and procedures for the purchasing card.
- 2.29 **"Quotation"** means a vendor's submission in response to a request for quotation.
- 2.30 **"Request for Information"** means a request, issued by the City, for information regarding vendors, goods or services for prequalification assessment.
- 2.31 **"Request for Expression of Interest (RFEOI)"** means a request by the City to determine the interest of potential vendors to provide goods or services.
- 2.32 **"Request for Proposal (RFP)"** means a request, issued by the City, for vendors to submit proposals for assessment.
- 2.33 **"Request for Qualifications (RFI)"** means a request, issued by the City, for vendors to submit their qualifications, experience and background for prequalification purposes, in order to screen and short list potential vendors.
- 2.34 **"Request for Quotation (RFQ)"** means a request, issued by the City, for vendors to submit quotations for assessment.
- 2.35 **"Services"** means all services to be supplied, including construction and consulting.
- 2.36 **"Single Sourcing"** means awarding a procurement opportunity to a vendor without competition for reasons specific to the situation (i.e. an emergency), even though competitive bids may be available.
- 2.37 **"Sole Sourcing"** means awarding a procurement opportunity to a vendor without competition because that vendor is predetermined to be the only source capable of providing the goods or services.
- 2.38 **"Tender"** means an offer in writing to provide specified goods or services at a certain price, in response to an Invitation to Tender.
- 2.39 **"Vendor"** means a person carrying on the business of providing goods or services and includes an individual, firm, partnership or proprietorship,

supplier, contractor, architect, consultant, bidder or proponent.

3.0 Guiding Principles

- 3.1 These guiding principles apply to all procurement activities and all Employees involved with procurement activities.
- 3.2 Procurement is a complex process involving a number of persons therefore it is difficult to outline a prescriptive guideline for use for all circumstances. The guiding principles in this Policy should be used to guide Employees involved in procurement activities where the Policy may be silent, ambiguous or unclear.
- 3.3 This Policy shall not apply to the acquisition or disposal of any real property or fixtures or to any lease, right or permission relating to the use or occupation of real property.
- 3.4 This Policy shall guide all procurements undertaken by the City whether individually or in partnership with another entity.

Open and Fair Competition

- 3.5 The objective of this Policy is to ensure that all procurement activities are conducted in a manner that is fair, open, transparent and competitive to uniformly balance the interests of the taxpayers with the fair and equitable treatment of Vendors.
- 3.6 In accordance with the *Discriminatory Business Practices Act* and the City's trade agreement obligations, the City does not have a local preference policy.
- 3.7 All procurement activities shall be conducted in a manner that promotes and maintains the integrity of the process and protects the City, City Council, employees and vendors involved in the process, by providing clear direction and accountability.
- 3.8 All procurement activities by the City shall be fair and impartial with no impropriety or appearance of impropriety, ensuring that all qualified vendors have access to the City's business, that no source is arbitrarily or capriciously excluded, and that there is competition for the City's business ensuring that the City receives best value in all of its procurement activities.
- 3.9 All procurement activities shall be open, transparent and accessible and the City will fairly and equitably address Vendor complaints, provide unsuccessful vendors with feedback upon request, and maintain records on vendors' performance under contracts.

Ethically Bound

- 3.10 The City is committed to acting ethically in all its procurement activities.
- 3.11 It is the responsibility of employees involved in procurement activities to establish a relationship of mutual confidence between the City and its vendors, within the confines of applicable policy and law. Employees shall:

- (a) ensure that specifications are clear;
 - (b) maintain consistent buying practices; and
 - (c) remain free of any obligation to any Vendor or potential Vendor.
- 3.12 Employees are to exercise caution when dealing with vendors or potential vendors where there is the possibility or perception of a conflict of interest, either through a direct or indirect relationship of any kind and must declare any actual or potential conflicts of interest that may arise at any time in the procurement process to their supervisor.
- 3.13 Employees must not use their public role to influence or seek to influence a City procurement decision which could further a personal and/or business interest of the employee or the employee's family.
- 3.14 Procurement documents will require vendors to declare that there are no conflicts of interest or provide details of any actual or potential perception of conflicts of interest with employees or members of City Council. Vendors will not necessarily be disqualified due to the existence of a conflict of interest provided that it is identified, recorded and acknowledged at the outset and proper precautions are exercised to limit any such conflict of interest.

Vendors Acting in Good Faith

- 3.15 The City may refuse to do business with vendors who do not act in good faith towards the City, whether by failing to live up to the terms and conditions of their agreement or contracts, or by entering into litigation with the City without valid justification.

Privacy and Confidentiality

- 3.16 Pursuant to the City's obligations and duties under the *Municipal Freedom of Information and Protection of Privacy Act* the City commits to protect confidential information from unauthorized access or disclosure, especially information of a confidential nature that is clearly marked as such.
- 3.17 Subject to the *Municipal Freedom of Information and Protection of Privacy Act*, information regarding budget and cost estimates and any other information which may create an unfair advantage shall remain confidential and shall not be released to the public or a single potential vendor. Further, the City is committed to ensuring that:
- (a) subject to the requirement for a public opening as set out in this Policy, any and all information provided by a potential vendor during either the informal or formal competition process shall remain confidential pending bid analysis and award;
 - (b) pricing and costs of competing vendors and the names of vendors shall not be released prior to award, or prior to public opening;
 - (c) information made available to potential vendors shall be limited to the list of potential vendors and total contract price; and

(d) information made available to a potential vendor must be made available to all potential vendors.

4.0 ROLES AND RESPONSIBILITIES

General

4.1 City departments and employees exercising procurement authority are responsible for ensuring that all procurement activities are carried out in accordance with this Policy and all other applicable policies, procedures, guidelines and legal requirements. Specifically, this includes, but is not limited to:

(a) ensuring efficient, effective, economic and prudent use of public funds in procurement activities;

(b) identifying specific needs for goods, services, and construction;

(c) planning appropriately for the procurement of budgeted goods, services, and construction;

(d) defining requirements and drafting clear specifications for procurement opportunities;

(e) maximizing competition in procurement activities;

(f) completing the procurement cycle (i.e. attending the public tender opening, completing the evaluation, awarding the contract, issuing the purchase order or contract, justifying the award, managing the contract); and

(g) ensuring all procurement activities are appropriately and completely documented for records retention purposes.

4.2 Failure to comply with the requirements of this Policy may lead to disciplinary action up to and including termination of employment.

City Council

4.3 City Council is responsible for adopting the budget, including approving projects and their scope, through the annual operating and capital budget process. Formal approval of the budget constitutes approval for City administration to proceed with the acquisition of goods, services, and construction including the subsequent award of contracts in accordance with this Policy and subject to the procurement value being within the budget previously approved by Council.

4.4 Procurement of any goods or services not otherwise approved in the budget is strictly prohibited, except in case of emergency as outlined in this Policy, unless the expenditure has been authorized by City Council.

4.5 City Council is responsible for approving the award of contracts where:

- (a) the total value of the contract exceeds the budget approved for the particular goods or services;
 - (b) the acquisition is prescribed by statute to be made by City Council;
 - (c) the award is for a Single Source contract and the total cost of the contract exceeds \$250,000.00;
 - (d) the term of the commitment under contract exceeds five (5) years; or
 - (e) recommended by the Chief Administrative Officer.
- 4.6 In order to maintain the integrity of the City's procurement Activities, members of City Council shall have no involvement in specific procurements, including not receiving any related information or documents from the time those procurements have been advertised or solicited until the contract has been awarded, except in the specific circumstances described in section 4.5 above.
- 4.7 If a member of City Council receives an inquiry from a vendor related to any specific procurement, they shall advise the vendor to communicate with the contact person listed in the procurement document, if any, or with the applicable Director.

Chief Administrative Officer

- 4.8 The Chief Administrative Officer is accountable to City Council and is responsible for exercising general control and management of the affairs of the City for the purpose of ensuring the efficient and effective operation of the City, in accordance with section 229 of the *Municipal Act*.
- 4.9 Where any authority has been granted to any officer or employee of the City pursuant to this Policy, such authority may be exercised by the Chief Administrative Officer.
- 4.10 The Chief Administrative Officer is authorized to:
- (a) award contracts in accordance with this Policy and within the limits of the delegated authority assigned to the CAO in Section 5;
 - (b) instruct staff not to award a particular contract and submit a recommendation to City Council for approval of the contract award; and
 - (c) adopt additional restrictions concerning a particular procurement where such action is considered necessary or desirable and in the best interest of the City.
- 4.11 The Chief Administrative Officer shall ensure that City Council receives:
- (a) a report, for information, setting out the details of the award of any Single Source or Sole Source contract at the next regular meeting of the Council;
 - (b) a quarterly report, for information, that outlines the awarding of any

contracts under this Policy in the reporting period in excess of \$40,001.00, including any purchase of additional goods or services pursuant to Section 17 of this Policy.

Director of Finance

- 4.12 The Director of Finance is accountable to the Chief Administrative Officer and is authorized to award contracts in accordance with this Policy and within the limits of the delegated authority assigned to the Director of Finance in Section 5.

Directors and General Managers

- 4.13 Directors are accountable to the Chief Administrative Officer, and General Managers are accountable to Directors. They are authorized to award contracts in accordance with this Policy and within the limits of the delegated procurement authority assigned to Directors and General Managers in Section 5 for the procurement of goods, services, and construction within the Director's and General Manager's respective department.

Managers

- 4.14 Managers are accountable to their respective Directors and shall make recommendations for the awarding of contracts to their Director in accordance with this Policy.

Employees with Purchasing Authority

- 4.15 Any employee who has been authorized to procure and/or to use a purchasing card may purchase low-value goods and services in accordance with this Policy and within the limits of the delegated procurement authority as assigned by the Director of Finance.

5.0 Procurement Authority

- 5.1 Unless otherwise approved by City Council, all procurement of goods, services, and construction services must be approved in the annual budget. Formal approval of the budget constitutes approval for City administration to proceed with the procurement activity.
- 5.2 All applicable taxes and duties shall be excluded in determining the procurement limit of authorized delegates in the table below.
- 5.3 City Council hereby delegates procurement authority to employees within City administration as follows:

Description	Direct Purchase	Competitive Procurement	Single Source Contract	Sole Source Contract
Employees with Procurement Authority	As per the delegated procurement authority approved by Director of Finance	N/A	N/A	N/A
Managers	\$40,000	\$121,200	\$25,000	\$25,000
Directors and General Managers	N/A	\$250,000 for Goods and Services \$302,900 for Construction	\$100,000	\$100,000
Director of Finance	N/A	Max \$500,000	\$200,000	\$200,000
Chief Administrative Officer	N/A	\$500,001 and over	Max \$250,000 (subject to reporting to City Council per s. 4.11(a))	Max \$250,000 (subject to reporting to City Council per s. 4.11(a))

- 5.4 An employee who has been delegated procurement authority may sign any procurement documents, invoices, or purchase orders within the limits of their delegated procurement authority as approved by the Director of Finance, necessary to complete the procurement and must ensure that the expenditure is within the approved budget or a spending resolution approved by Council.
- 5.5 Regardless of employees' delegated Procurement Authority, all formal contracts valued at \$40,001.00 or more shall be executed by the Mayor and City Clerk of the City for the purposes of binding the corporation.
- 5.6 Any contracts \$40,001.00 or more shall be executed by the Director of the Department and a copy must be forwarded to the City Clerk for record purposes.
- 5.7 The Director of Finance will maintain an effective system of written procedures and controls, including monitoring and reporting, to ensure that all procurement authority is being properly executed.

5.8 All purchasing transactions must be approved by employees charged with the delegated procurement authority for the City.

6.0 Procurement Processes

6.1 Procurement activities, regardless of the nature or value of the goods or services being acquired, create legally binding relationships between the City and vendors. Employees must ensure appropriate documentation is created to reflect the nature and substance of the relationship being established.

6.2 Procurement methods reflect the relative value of the goods and/or services being acquired. Procurements are to be conducted in accordance with the following values and processes and shall be indexed to the thresholds as provided by Article 504.3 of the Canadian Free Trade Agreement as adjusted from time to time:

Goods and Services

Procurement Value	Procurement Process
\$0 to \$40,000	Direct Purchase
\$40,001 up to but not including \$121,200	Informal Competition
\$121,201 or greater	Formal Competition

Construction

Procurement Value	Procurement Process
\$0 to \$40,000	Direct Purchase
\$40,001 up to but not including \$302,900	Informal Competition
\$302,900 or greater	Formal Competition

6.3 No Procurement may be divided in order to avoid the requirements of this Policy or the City's obligations pursuant to applicable trade agreements.

6.4 Where goods or services of a similar type are to be supplied on a repetitive basis from one or more vendors either over a period of time, in a calendar year or over the course of a season, those goods or services shall be procured in accordance with the procurement process applicable to goods or services having a procurement value equal to the total estimated cost of all such similar goods or services to be supplied in the term of contract, whole calendar year or during the course of the entire season as the case may be. The appropriate procedure above will be utilized according to the total dollar value.

- 6.5 The City may participate in joint procurement initiatives with other entities where such initiatives are determined to be in the best interests of the City.
- 6.6 The City may procure goods and services directly through a buying group to which the City has access to, in lieu of conducting an informal competition or formal competition under this Policy.

Direct Purchase

- 6.7 Direct Purchase is reserved for low value/incidental purchases and is intended to expedite the acquisition of goods and services and reduce administrative costs.
- 6.8 The Director of Finance shall have authority to establish petty cash funds in such an amount to meet the requirements of a department for the acquisition of goods or services having an individual total acquisition cost of \$500 or less. All petty cash fund disbursements shall be evidenced by vouchers and shall be available for auditing purposes through the finance department.
- 6.9 Direct Purchases may be made using petty cash (up to \$500), a purchasing card (up to the employee's authorized spending limit) or properly authorized purchase order.
- 6.10 Employees using direct purchase must be able to demonstrate that fair market value was achieved in the procurement.
- 6.11 Cardholders are responsible for reconciling their purchasing card activity.
- 6.12 Employees issuing purchase orders are responsible for forwarding all completed purchasing and procurement documentation to accounts payable for processing.

Informal Competition

- 6.13 Informal competition is a competitive process intended for low to medium dollar value procurements in which invited vendors are given a reasonable and equal opportunity to provide the City with goods and/or services in response to identifiable needs.
- 6.14 Quotes may be received by documented telephone call, facsimile, email or written proposal in response to a request for quotation depending on the nature and complexity of the procurement opportunity.
- 6.15 All information provided to vendors is to be identical.
- 6.16 The initiating Director may elect to follow the formal competition process if deemed appropriate.
- 6.17 The initiating employee shall be responsible for conducting all necessary procurement activities.
- 6.18 If the Director requires assistance with procurement activities, the Director may consult with the Chief Administrative Officer who may, in turn, obtain

legal or other professional advice as required.

Formal Competition

- 6.19 Formal competition is a competitive process in which the relative value of the procurement opportunity is such that all interested vendors must be given equal opportunity to provide the City with goods or services in response to an identified need.
- 6.20 Opportunities shall be posted electronically by the initiating employee.
- 6.21 The selection of the appropriate method of procurement (i.e., request for quotation, request for proposal, invitation to tender) is to be determined on a case-by-case basis by the initiating employee, based on the nature of the procurement opportunity and level of risk exposure.
- 6.22 The initiating employee shall be responsible for conducting all necessary procurement activities.
- 6.23 If the initiating employee requires assistance with procurement activities, the employee may consult with the Director who may, in turn, consult the CAO, obtain legal or other professional advice as required.

Methods of Procurement: Formal Competition

6.24 When selecting the appropriate method for formal competition procurement in a given case, the initiating employee shall take into account the following characteristics of each method:

(a) Request for Quotation

- Appropriate for medium value procurements for known goods and/or services;
- Requirements and technical specifications are detailed and provided in the document;
- Unless otherwise specifically stated in the procurement documents, it is a legally binding document between the City and all potential vendors, in accordance with the terms and conditions attached to the procurement documents and which forms the awarded contract; and
- Lowest priced response that best meets the specifications will be accepted unless evaluation criteria are used in which case the highest ranked bid will be accepted.

(b) Invitation to Tender

- Commonly used for major construction projects and other high value procurements;
- Used when the City knows what it wants to do and how to do it;

- Used primarily when price or cost is the sole award factor; however, it may also be used when criteria other than price are the deciding factor;
- Contains very detailed requirements and technical specifications;
- Terms and conditions are considered mandatory requirements that must be met;
- It is a legally binding document between the City and all potential vendors, in accordance with the terms and conditions attached to the procurement documents and which forms the awarded contract;
- It is intended to accept the lowest priced, compliant Bid without negotiations;
- It should be used when a tight market requires security from the potential vendors.

(c) Request for Proposal

- Appropriate where a need is identified, but how it will be achieved is unknown at the outset;
- Allows vendors to propose solutions or methods to arrive at an end product or solution;
- Provides vendors with an opportunity to bid on goods and/or services using their unique skills;
- Specifications are general in nature;
- Vendor selection is based on evaluation criteria other than only price;
- The City may negotiate specific terms and conditions of the contract with the selected vendor(s) following the closing of bids;
- Used when the City wants to take advantage of the flexibility that the request for proposals offers with negotiation options;
- Is not legally binding on either party until the contract is executed.

Prequalification

6.25 Prequalification reduces legal risks, as qualification takes place without worrying about possible contract lawsuits from disqualified vendors. It cuts the workload by reducing the number of Vendors at an early stage. At the same time, it enforces the CFTA and CETA requirements for open and fair competition, having it available to all vendors.

6.26 Prequalification is recommended when:

- (a) the complexity of the procurement requires better knowledge about the

potential vendors that may compete;

(b) a large number of responses are expected and the City's intention is to short-list and approach only short-listed vendors; and

(c) the City does not have sufficient information about the vendors' market.

6.27 Prequalification can take the form of an expression of interest, request for information or request for qualification. If the City intends to proceed with the procurement opportunity, prequalification must be followed by either the informal competition or formal competition process, as applicable.

7.0 Specifications

7.1 Preparation of the requirements, technical specifications or scope of work for the goods or services is the responsibility of the initiating employee.

7.2 Employees must fully consider the "purpose" of the goods or services when developing the requirements for the goods or services.

7.3 Technical specifications should be set out in terms of performance and function rather than design or descriptive characteristics and be based on standards, if applicable.

7.4 Employees should avoid using technical specifications that require or refer to a particular brand name, trademark, trade name, or manufacturer. Such references may only be used for the purpose of indicating quality, character and compatibility and must not denote preference. Specifications should include, but not be limited to: quality, performance, availability of parts or service and any other characteristics as necessary.

7.5 Specifications shall contain:

(a) clear, accurate and complete requirements of the goods or services;

(b) minimum standards expected of potential vendors;

(c) requirements that will permit fair and equitable evaluation to select the successful vendor;

(d) legal requirements that will protect the City by ensuring suitability and acceptability of potential and actual offerings of potential vendors including financial security and insurance requirements;

(e) all mandatory standards that are required of the goods or services; and

(f) desirable technical standards that are preferred of the goods or services.

7.6 The acceptability of alternate or equivalent goods and/or services should be identified where possible. It must be very clear to all vendors that the specifications establish minimum requirements only. If substitutions or equivalencies are not acceptable, a statement to this effect must be included in the specifications.

8.0 Advertising and Notifying Potential Vendors

8.1 Every effort must be made to ensure the City's requirements are known to the broadest market possible and to all potential vendors in the acquisition of goods, services, and construction. The City is committed to the following practices:

(a) All procurement opportunities over the applicable threshold for formal competition shall be posted on an online platform for public advertisement of procurement opportunities; and

(b) If required by the initiating employee, other advertising options may include: the City website, regional newspapers, and professional associations.

9.0 Bid Opening: Formal Competition

9.1 All bids received in response to an invitation to tender shall be subject to public opening.

9.2 The time, location and conditions of the public opening shall be made known in advance and shall be contained in the procurement documents provided to potential vendors.

9.3 Only the name of the vendor and the total cost or price in the bid is to be released during a public opening.

9.4 All vendors are to be instructed that there will be no award at the public opening and all bids will be subject to further review and analysis prior to award.

9.5 All other aspects of the bids are to remain confidential prior to award.

9.6 Two employees are required to attend all public openings for the purpose of reading aloud the bids received and recording the results.

10.0 Acceptance or Rejection of Irregular Bids: Formal Competition

10.1 The City, in exercising its discretion to waive a minor or non-substantial irregularity in a bid, shall follow the guidelines provided below:

	IRREGULARITY	RESPONSE
1	Late bids (submitted after (e.g. 2:00:00 pm local time on the tender closing day))	Automatic rejection, do not open the bid
2	Unsealed bids	Automatic rejection, do not open the bid
4	Incomplete bids - partial bids - all items not bid upon	Automatic rejection except where the Tender form clearly states that an award may be made for individual items or where the irregularity is trivial

5	Qualified bids (condition or restriction on the bid)	Automatic rejection except where the change is requested by the City, or where the change is trivial
6	Financial security not submitted or insufficient (bid bond, surety or other)	Automatic rejection
7	Bid not properly executed (signature or corporate seal, if applicable)	Automatic rejection
8	Mathematical errors	May be accepted if corrected in the checking/review procedure. Unit prices shall be used to correct extensions.
9	Corporate seal or signature of authorized agents of bonding company missing	Automatic rejection
10	Bids received on documents other than those provided in the Tender	Automatic rejection unless the matter is trivial
11	Erasures, overwriting, corrections, or strikeouts not initialed: a) Changes which are minor (i.e. address, clerical error) b) Unit prices have been changed but not initialed and the bid totals are consistent with the price as amended c) Unit prices have been changed but not initialed and the bid totals are not consistent with the prices as	May be accepted, time limit given to initial change May be accepted, time limit given to initial change Automatic rejection
12	Minor clerical errors	May be accepted, time limit given to correct and initial
13	Other minor irregularities	The Chief Administrative Officer shall have the authority to waive irregularities deemed to be minor and immaterial, using a consistent approach to fair practices.

11.0 Best Value Considerations

- 11.1 All procurement shall be at the best value to the City. The City encourages the consideration of overall cost in the procurement of goods and/or services, and will consider and evaluate the relevant price and non-price factors prior to commencing the competitive process.
- 11.2 All factors need to be fully considered in determining best value. These include, but are not limited to:
 - (a) quality of the goods and services;
 - (b) supplier experience and performance history;
 - (c) life cycle costs, i.e. the total cost from the time of acquisition of the goods through disposal (including, but not limited to, price, acquisition costs, operating costs, salvage value);
 - (d) availability;
 - (e) serviceability;
 - (f) warranties;
 - (g) delivery (manner and timing of deliver, and delivery/freight cost); and
 - (h) method of purchase/payment, with the intent that the most appropriate method be used for the value of the procurement to reduce internal processing across all City departments.
- 11.3 Payment terms on large dollar purchases or contracts may be aggressively negotiated for additional discounts or payment installments/terms.
- 11.4 Delivery of goods directly to the job site or workplace should be encouraged to reduce internal handling, warehouse and inventory.
- 11.5 Applicable taxes shall not be included in cost comparisons.
- 11.6 Purchases outside of Canada are subject to duty, customs/brokerage charges, freight and exchange on the dollar, all of which are required to be included in cost comparisons.

12.0 Award Considerations

- 12.1 For procurements that do not have evaluation criteria established, the lowest bid meeting specifications will normally be accepted subject to the specific wording in the procurement documents. If a bid other than the low bid is recommended by the initiating employee, written justification must be submitted to the Director prior to award. Normally, the only reasons acceptable for selecting other than the lowest bid are where:
 - (a) the lowest bid does not meet specifications materially;
 - (b) the vendor submitting the lowest bid cannot deliver within the time required; and

(c) acceptance of the lowest bid would result in a higher overall or end cost.

12.2 Where the recommended vendor is other than the lowest acceptable vendor, the award for the procurement must be approved by the Director. When price is not the sole awarding factor, evaluation and vendor selection shall be based on evaluation criteria which must be identified and included in the procurement documents provided to potential vendors. The evaluation criteria shall be assigned weighting for analysis of bids.

12.3 Evaluation criteria may include, but are not limited to:

(a) Project Understanding: the degree of response to the published terms of reference will be of major importance in scoring this criterion. Vendors showing creativity and innovative approaches will score higher;

(b) Project Experience: previous experience on similar projects is an important selection criterion;

(c) Staff Allocation: experience of staff allocated and the assignment to specific project components will form the basis of this criterion;

(d) Estimated Time Required for Project: the importance of this criterion will vary with the particular project;

(e) Litigation: is the Vendor currently in litigation with the City;

(f) Amount of Work Completed for the City in the Past: the City strives to provide for more or less of an equitable distribution of available City business among qualified vendors; and

(g) Past Performance of City Contracts: The quality and performance of previous contracts, goods and/or services.

13.0 Notification of Successful Vendor

13.1 The successful vendor shall be notified by the initiating employee as soon as possible after evaluation and selection. A contract or purchase order must be issued to confirm the award.

13.2 The initiating employee shall provide all procurement documentation to the City Clerk for records management purposes.

14.0 Unsuccessful Vendor Notification/Debriefing

14.1 Upon completion and award of all procurements where a request for quotation, request for proposal or invitation to tender has been used, the unsuccessful vendors in the competition are to be notified that a successful vendor has been selected. Copies of submitted bids and/or scoring evaluation matrices will not be provided.

14.2 An unsuccessful vendor may file a complaint with the City for any alleged wrongdoing in the informal or formal competition process or recommendation of award. All vendor complaints are to be referred to the Chief Administrative Officer for review and determination, in consultation with the City's legal advisors.

15.0 Emergencies and Other Exceptions to Competition (Single/Sole Sourcing)

15.1 The City requires that Procurement be done on a competitive basis and must strictly comply with the CFTA and the CETA. However, a competitive Procurement process is not required or even possible in all procurements. Procurement without competition may only occur if one or more of the following conditions apply and a process of negotiation is undertaken to obtain the best value in the circumstances for the City:

(a) Low value/incidental procurements subject to Direct Purchase;

(b) Emergency: 'Emergency' purchases should not be the result of poor planning or incorrect allocation of resources. However, Single Sourcing an acquisition is appropriate where the lack of immediate action could jeopardize City operations or the safety or health of the City's people or property. The Chief Administrative Officer shall be notified immediately of any emergency procurements and a written report detailing the circumstances shall be provided to the Chief Administrative Officer, with a report to City Council if required.

(c) Sole Sourcing an acquisition where goods or services are only available from one vendor by reason of:

(i) a statutory or market based monopoly;

(ii) scarcity of supply in the market;

(iii) existence of exclusive rights (i.e. patent, copyright or license); or

(iv) need to avoid violating warranties or guarantees.

Sole Source acquisitions are not permitted because there is a preference for a particular brand or vendor. The Chief Administrative Officer shall be notified immediately of any intended Sole Source procurements, in writing, detailing the circumstances of the intended procurement, with a report to City Council if required.

(d) Exempt Procurements:

(i) from philanthropic institutions, prison labour or persons with disabilities;

(ii) from a public body or a non-profit organization;

(iii) financial services respecting the management of government

financial assets and liabilities (i.e. treasury operations), including ancillary advisory and information services, whether or not delivered by a financial institution;

- (iv) of goods purchased for representational or promotional purposes, and services or construction purchased for representational or promotional purposes outside the City;
- (v) of health services and social services;
- (vi) of services provided by lawyers and notaries;
- (vii) of goods intended for resale to the public;
- (viii) when the procurement is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise confidentiality, cause economic disruption or be contrary to the public interest;
- (ix) in the absence of a receipt of any bids in response to the Formal Competition process; and
- (x) any other exceptions included in Chapter 504.11 of the Canada Free Trade Agreement.

16.0 Reallocation Authority of Approved Budgets

16.1 Where the purchase of goods, services, or construction has been authorized under this Policy, the Director of Finance may reallocate funds to complete the work set out in the original contract as long as there are sufficient funds within the approved budgets and same functional area to cover the incremental costs, irrespective of the total cost of the original contract. The Director of Finance will report these reallocation of funds on an annual basis.

17.0 Purchase of Additional Goods, Services, or Construction

17.1 Where goods or services have been acquired under this Policy, no similar, additional or related goods or services shall be purchased from the same vendor, whether by way of contract extension, renewal or separate purchase, unless:

- (a) the contract extension or renewal was expressly provided for in the initial contract awarded to the vendor;
- (b) the procurement procedures set out in this Policy are complied with as if the additional purchase is a new contract;
- (c) the total cost of the additional goods or services does not exceed twenty percent (20%) of the total cost of the original contract and there is sufficient budget flexibility available to cover the incremental costs; or
- (d) the total cost of the additional goods or services is to be paid in full by a third party, and security to ensure payment is in place, to the satisfaction

of the Director of Finance.

- 17.2 Any amount authorized under this section may be expended in addition to any contingency allowance authorized under Section 16 Contingencies of this Policy, and may be authorized by the Director of Finance irrespective of the total cost of the original contract.
- 17.3 A report shall be submitted quarterly to Council, for information, advising of any expenditures made under this section of the Policy.



April 26, 2022

City Council Committee Report

To: Kyle Attanasio

Fr: Charlotte Edie, Director of Finance

Re: 2022 Municipal Operating Budget

Recommendation:

That Council hereby approves the City of Kenora's 2022 Municipal Operating Budget, as reviewed and amended; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to formally adopt the 2022 Municipal Operating Budget by-law at its May 17th Council Meeting; and further

That Council authorizes City Administration to proceed with the implementation of all budget related decisions in accordance with those reflected within the amended budgets; and further

That Council give three readings to a By-law to adopt the 2022 Municipal Operating Budget.

Background:

The draft municipal operating budget was reviewed at a special Committee of the Whole meeting held on April 25, 2022. The amendments to the original draft are as follows (subject to Council approval of the budget amendment to the 2022 Capital budget):

- 1) Deferral of the sign by-law review for \$15,000
- 2) Deferral of the active transportation plan for \$100,000; \$25,000 from the net tax levy, \$50,000 from subsidies and \$25,000 from reserves)
- 3) Deferral of cemetery office renovations for \$75,000; \$71,938 from net tax levy and \$3,062 from reserves

The resulting total additional requirement for 2022 is \$809,002 or 2.92% over the 2021 budgeted tax levy.

It should be recognized that the draft budgets are based on maintaining existing service levels. Full disclosure of the budget discussions can be found in the April 25, 2022 Special Committee of the Whole Meeting minutes or livestream recording.

Communication Plan/Notice By-law Requirements: The City must provide notice in accordance with Notice By-law Number 144-2007 that the City intends to adopt its 2022 operating budget. A press release will be available upon the final approval of the 2022 Municipal Operating Budget.

Strategic Plan or other Guiding Document:

Our Mission: To be an accountable, collaborative, and informed team that takes pride in delivering value-added municipal services.

Corporate value: We administer municipal finances in a prudent, accountable, and transparent manner that is mindful of the financial implications of our daily decisions.

Goal 4.3: Improve the fiscal planning capacity of our administration.

ERM Assessment:

While the impact of an Operating Budget related risk has potential to be significant, likelihood is low, making it a moderate but necessary risk to be retained and monitored. This is a positive risk and should be pursued.



April 30, 2022

City Council Committee Report

TO: Kyle Attanasio, CAO

**FR: Heather Pihulak, Director of Corporate Services
Charlotte Edie, Director of Finance**

RE: Environmental Services Division User Rate Increases

Recommendation:

That Council adopted user rate increases for the Environmental Services Division at the March 22, 2022 Council meeting through the adoption of the Solid Waste Utility Budget; and further

That Council hereby adopts a new Tariff of Fees and Charges bylaw to include the new Environmental Services rate increases; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to give three readings to a new General Tariff of Fees and Charges By-Law at its May 17, 2022 meeting to give effect to these rates outlined in Schedule D; and further

That the new rates take effect July 1, 2022; and further

That By-law Number 156-2021 be hereby repealed.

Background:

As part of the Solid Waste utility budget, Council approved user fee increases in the Environmental Services Division.

These increases were in the bag tag sales and the general user fee areas. At the time of the budget presentations, the presented increased revenues includes a tiered system which provides an increase of \$0.50 per tag to residential tags, for customers who reside in the City of Kenora, and a new non-residential rate which would see an additional \$0.50 for non-residents. This new tiered system would require non-residents to pay \$0.50 more than residents per bag tag and requires a different coloured bag tag to differentiate the rates.

The following increased revenues were approved in the Solid Waste Utility budget:

Bag Tag Increases

Residential	Non-Residential	Total Revenue Increase
\$ 2.50	\$ 3.00	\$ 158,734.00

In addition to the bag tag additional revenue through user fee increases, Council approved user fee increases in the following areas:

Options	Minimum Charge	Commercial Garbage	Industrial Ash	Sewer Sludge	Jones Road Construction Contaminated Soli	Total Revenue Increase
Current Rate	\$ 15.00	\$ 90.00 Ton	\$ 35.00 Ton	\$ 90.00 Ton	\$ 65.00 Ton	\$ 0.00
Estimated Revenue	\$ 77,312.00	\$ 101,532.00	\$ 26,740.00	\$ 38,955.00	\$ 65,550.00	\$ 310,089
Residential	\$ 18.00	\$ 105.00 Ton	\$ 45.00	\$ 105.00	\$ 75.00	
Non-Residential	\$ 20.00	\$ 120.00			\$ 85.00	

While the increased revenue has already been approved, Council may now direct Administration on how those user rate increases are reflected. We have provided Council with several options to consider which would maintain the increased projected revenues and ensure those targets are met. While tiered rates were discussed during the initial budget discussions, administration has provided options to proceed without tiered rates, while still including rate increases for all. It is important to focus on the total increased revenue of \$158,734 and \$310,089 for a total of **\$468,823** in total additional Solid Waste revenue for 2022 through user fee increases.

Options:

Bag Tag Increase Option #1:

Residential	Non-Residential	Total Revenue Increase
\$ 2.50	\$ 3.00	\$ 158,734.00

Bag tag increase option #1 includes the tiered residential and non-residential rates and forecasts the full \$158,734 in additional revenue by raising the existing tags by \$0.50 for residents and \$1.00 for non-residents.

Bag Tag Increase Option #2

General	Total Revenue Increase
\$ 2.75	\$ 194,176.00

Bag tag increase option #2 removes the tiered rate and increases the bag tags for everyone by \$0.75 per tag. This option increases the budgeted overall revenue increase by \$35,442. This option could cover the additional revenues required if option #2 is used under the general user fee increases.

Bag Tag Increase Option #3

Residential	Total Revenue Increase
\$ 2.50	\$ 129,451

Bag tag increase option #3 removes the tiered rate and increases the bag tags for everyone by \$0.50 per tag. This option would see a loss in projected increased revenues by removing the tiered system which is estimated at a loss of projected increased revenue of \$29,283.00, compared to tiered.

General User Fee Increases Option #1

Options	Minimum Charge	Commercial Garbage	Industrial Ash	Sewer Sludge	Jones Road Construction Contaminated Soli	Total Revenue Increase
Current Rate	\$ 15.00	\$ 90.00 Ton	\$ 35.00 Ton	\$ 90.00 Ton	\$ 65.00 Ton	\$ 0.00
Estimated Revenue	\$ 77,312.00	\$ 101,532.00	\$ 26,740.00	\$ 38,955.00	\$ 65,550.00	\$ 310,089
Residential	\$ 18.00	\$ 105.00 Ton	\$ 45.00	\$ 105.00	\$ 75.00	
Non-Residential	\$ 20.00	\$ 120.00			\$ 85.00	

General user fee increases option #1 includes the tiered resident and non-resident rates and includes the total estimated revenue which has been budgeted at \$310,089.

General User Fees Option #2

Options	Minimum Charge	Commercial Garbage	Industrial Ash	Sewer Sludge	Jones Road Construction Contaminated Soli	Total Revenue Increase
Current Rate	\$ 15.00	\$ 90.00 Ton	\$ 35.00 Ton	\$ 90.00 Ton	\$ 65.00 Ton	\$ 0.00
Estimated Revenue	\$ 70,284	\$ 88,290	\$ 26,740	\$ 38,955	\$ 57,000	\$ 281,269
Residential	\$ 18.00	\$ 105.00 Ton	\$ 45.00	\$ 105.00	\$ 75.00	

General user fee increases option #2 removes the tiered rates and decreases the total estimated revenue which has been budgeted at \$310,089 by \$28,820, compared to tiered (which is estimated).

General User Fees Option #3

Options	Minimum Charge	Commercial Garbage	Industrial Ash	Sewer Sludge	Jones Road Construction Contaminated Soli	Total Revenue Increase
Current Rate	\$ 15.00	\$ 90.00 Ton	\$ 35.00 Ton	\$ 90.00 Ton	\$ 65.00 Ton	\$ 0.00
Estimated Revenue	\$ 117,140	\$ 176,580	\$ 26,740	\$ 38,955	\$ 114,000	\$ 473,415
Residential	\$ 20.00	\$ 120.00 Ton	\$ 45.00	\$ 105.00	\$ 85.00	

General user fee increases option #3 removes the tiered rates and increases the total estimated revenue which has been budgeted at \$310,089 by \$163,326, compared to tiered (which is estimated).

Administration recommends Council consider option #2 for bag tag sales (overall revenue increase by \$35,442) and option #2 and for general user fee increases (overall revenue decrease estimated at \$28,820). By proceeding with these two options, Council will maintain the budgeted increase amount in the Solid Waste budget.

Should Council choose option #3 for bag tag sales, it would simply decrease the revenue by a small amount and revenue may appear slightly less than budgeted.

Once Council provides direction on the options, a new Tariff of Fees and Charges bylaw will be passed and the new rates will come into effect July 1, 2022. This will allow sufficient time to communicate the changes to our users and should Council choose the tiered rate, the new bag tags will be ordered.

Budget: 2022 Solid Waste Utility Operating Budget

Risk Analysis: As per the requirements of the ERM policy, there are moderate financial and operational risk to the City by not proceeding with generating additional revenue.

Communication Plan/Notice By-law Requirements: bylaw & public notice

Strategic Plan or other Guiding Document:

1.1 - Position Kenora for growth through proactive infrastructure planning

1.2 – Ensure well maintained and sustainably financed City Infrastructure



April 16, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services/City Clerk

Re: Council Code of Conduct Policy #CC-5-2

Recommendation:

That Council hereby adopts a Council Code of Conduct Policy #CC-5-2 for the Corporation of the City of Kenora; and further

That Policy #CC-5-2 form part of the Comprehensive City Policy Manual; and further

That three readings be given to a bylaw for this purpose.

Background:

The Municipal Act, 2001 authorizes municipalities to establish codes of conduct for members of Council and local boards.

The Code of Conduct sets minimum standards for the behaviour of Council members in carrying out their functions. Code of Conduct Consistent with the City's practice of demonstrating transparent, accountable and ethical governance, City Council adopted a code of conduct for members of council and its boards and committees.

Members of Council for the City of Kenora recognize that they have been entrusted by their constituents to serve the public interest in a professional, responsible, transparent and accountable manner. The Code of Conduct for Members of Council outlines the principles of good conduct and ethics that Council Members are expected to demonstrate in the performance of their duties as elected officials. The Code of Conduct supplements statutes, legislation and policies that also govern Council conduct including, but not limited to:

- Municipal Act, 2001;
- Municipal Conflict of Interest Act;
- Municipal Freedom of Information and Protection of Privacy Act;
- Municipal Elections Act, 1996;
- Criminal Code of Canada;
- Ontario Human Rights Code;
- Occupational Health and Safety Act; and
- City of Kenora Policies and By-Laws

City Council must acknowledge receipt and understanding of the Council Code of Conduct and acknowledge that they must comply with its provisions. The Integrity Commissioner is responsible for administering the Code and assists in maintaining high ethical standards at the City.

Maintaining a high quality of public administration and governance can be achieved in part by encouraging high standards of conduct on the part of City officials. The public is entitled to expect the highest standards of conduct from members that are elected or appointed to serve their local government. The Code establishes standards of conduct for members of Council in the individual conduct of their official duties. These standards:

- help ensure that the members of Council share a common basis of acceptable conduct.
- help protect and maintain the City of Kenora's reputation and integrity
- are designed to supplement the legislative parameters within which the members must operate
- are intended to enhance public confidence that the City of Kenora's elected and appointed officials operate from a basis of integrity, justice and courtesy

Key Items

The Code regulates a range of conduct by elected and appointed officials, including the following:

- Improper receipt of gifts and benefits;
- Misuse and improper securing of confidential information;
- Inappropriate use of City property, services and other resources, including using City facilities for campaign purposes;
- Allowing employment prospects to influence the way in which a Councillor performs her or his role;
- Conflicts of interest;
- Business relations;
- Misbehaviour at Council meetings;
- Mistreatment of staff;
- Improper use of influence;
- Discreditable behaviour towards other Councillors, staff and members of the public; and,
- Failing to follow Council policies.

Violations & Complaints

All elected officials and members of committees and local boards are required to follow the Council and Committee Member Code of Conduct. If a Council, committee or local board member appears to have violated a section of the Code, a complaint can be submitted to the Integrity Commissioner.

Integrity

Council Members will uphold the highest standard of ethical behaviour including:

- a) Making impartial decisions that benefit the municipality and are fair and equitable to all residents;
- b) Upholding both the letter and the spirit of Federal and Provincial laws and the laws and policies adopted by the City; and
- c) Being free from undue influence and not acting for personal gain or the gain of a Council Member's family, friends or business interests.

Accountability

Council Members are responsible for their decisions, including the act of not making a decision when a decision is expected or the act of making a decision that results in harm. Decision-making processes must be transparent and subject to public scrutiny.

Responsibility

Council Members will act responsibly, within the law and within the City's policies and procedures, including the Code of Conduct for Members of Council. This includes:

- a) Disclosing actual or potential conflicts of interest related to a Member's public duties;
- b) Taking steps to resolve a conflict for the protection of the public interest;
- c) Following the letter and spirit of policies and procedures; and
- d) Exercising all conferred powers strictly for the purpose for which the powers have been conferred.

Leadership

Council Members will demonstrate and promote the key principles of the Code of Conduct through their decisions, actions and behaviour. A Council Member's behaviour must build and inspire the public's trust and confidence in local government.

Respect

Council Members will conduct themselves efficiently, with decorum and with proper attention to the City's Procedural By-Law. They will treat each other and others with respect at all times, which includes not using derogatory language, respecting the rights of other people, treating people with courtesy, and recognizing the different roles others play in local government decision-making.

Openness

Council members have a duty to be as open as possible about their decisions and actions. This means communicating appropriate information openly to the public about decision making processes and issues being considered, encouraging appropriate public participation, communicating clearly and providing an appropriate means for recourse and feedback.

Budget: There is no budget implication with the implementation of this policy

Risk Analysis: There is a legislative requirement to have this policy in place for members of Council.

Communication Plan/Notice By-law Requirements: bylaw required for policy

Strategic Plan or other Guiding Document:

- Municipal Act, 2001;
- Municipal Conflict of Interest Act;
- Municipal Freedom of Information and Protection of Privacy Act;
- Municipal Elections Act, 1996;
- Criminal Code of Canada;
- Ontario Human Rights Code;
- Occupational Health and Safety Act; and
- City of Kenora Policies and By-Laws

Code of Conduct for Members of Council



Section	Date	By-Law Number	Page	Of
City Council	May 17, 2022	-2022	1	23
Subsection	Repeals By-Law Number		Policy Number	
	N/A		CC-5-2	

City of Kenora Council Code of Conduct Policy Statement:

The purpose and intent of the Council Code of Conduct is to establish standards of conduct for Members of Council in the individual conduct of their official duties.

The Code represents general standards. The Code does not replace Council Member's roles, responsibilities, actions and behaviours required by various statutes, by-laws and policies.

Statements of Principle:

A written Code of Conduct helps to ensure that the members of Council share a common basis of acceptable conduct. These standards are designed to supplement the legislative parameters within which the members must operate. These standards are intended to enhance public confidence that the City of Kenora's elected and appointed officials operate from a basis of integrity, justice and courtesy.

Specific Policy Requirements:

Section 1: Overview

1.1 The City of Kenora's Code of Conduct is a general standard that augments the provincial laws and municipal policies and by-laws that govern the members' conduct.

Section 2: Procedures and Statutes Regulating Conduct

2.1 This Code of Conduct operates along with and as a supplement to the existing statutes and City policies governing the conduct of members, including but not limited to the following:

- (a) Municipal Act, 2001, S.O. 2001, c. 25;
- (b) Municipal Conflict of Interest Act, R.S.O 1990, c.M. 50;
- (c) Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56;
- (d) Municipal Elections Act, 1996, S.O. 1996, c. 32;

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	2	23

- (e) The Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009; and
- (f) Human Rights Code.

2.2 The City of Kenora Procedural By-law, as amended.

2.3 The Criminal Code of Canada also governs the conduct of members.

2.4 Other Council policies such as Council Code of Ethics and Council CAO/Staff Relations Policies and associated procedures and programs

Section 3: Application

3.1 This Code of Conduct and the references within it, shall apply to all members of Kenora City Council.

Section 4: Definitions

4.1 For the purpose of this Code of Conduct:

“Child” means a child born within or outside a marriage and includes an adopted child and a person whom a parent has demonstrated a settled intention to treat as a child of his or her family or as defined under the current Municipal Conflict of Interest Act as amended from time to time.

“City” means The Corporation of the City of Kenora.

“City Property” means items, services or resources which are the property of the City including but not limited to: materials, equipment, vehicles, facilities, technology, City developed computer programs of technological innovations, databases, intellectual property, City-owned images, logos, coat of arms, and supplies.

“Clerk” means the City Clerk of The Corporation of the City of Kenora.

“Code” means this Code of Conduct as it applies to members of Council.

“Complaint” means an alleged contravention of this Code.

“Confidential Information” includes information in the possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), or other legislation. Generally, MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature,

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	3	23

information that is subject to solicitor-client privilege and information that is deemed to be personal information. Under MFIPPA, "personal information" means recorded information about an identifiable individual, including:

- i. Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
- ii. Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- iii. Any identifying number, symbol or other particular assigned to the individual;
- iv. The address, telephone number, fingerprints or blood type of the individual;
- v. The personal opinions or views of the individual except if they relate to another individual;
- vi. Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- vii. The views or opinions of another individual about the individual; and
- viii. The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

It also means any information that is of a personal nature to City employees or clients or information that is not available to the public and that, if disclosed, could result in loss or damage to the Corporation or could give the person to whom it is disclosed an advantage. Confidential information includes, but is not limited to the following information:

- (i) Disclosed or discussed at a Closed Session meeting of Council;
- (ii) That is circulated to Members of Council and marked "Confidential"; and
- (iii) That is given verbally in confidence in preparation of or following a meeting that is closed to the public and includes, but is not limited to the following types of information:
 1. Personal matters about an identifiable individual(s);
 2. Information about suppliers provided for evaluation which might be useful to other suppliers;
 3. Matters relating to legal affairs of the City; sources of complaints where the identity of the complainant is given in confidence; items under negotiations; and
 4. Matters identified as solicitor-client privileged

"Corporation" means Corporation of the City of Kenora.

"Council" means the Council of the City of Kenora.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	4	23

“Employee” means a person employed by The Corporation of the City of Kenora including those employed on a personal services contract, and volunteers, but does not include Members.

“Demonstrably Acting in the Public Interest” means acting to advance a concern, issue, or complaint that involves an issue of importance to some or all citizens of Kenora, as opposed to a private interest, which is mainly of interest to the affected party(ies).

“Elector” means a person who is entitled to vote in a municipal election held in the City of Kenora at the time of making a complaint.

“Frivolous” means something that is not worthy of serious consideration, or that is of little or no importance, due to its lack of seriousness or sense.

“Gifts and Benefits” means any cash or monetary equivalent, fee, object of value, service, travel and accommodation, or entertainment.

“Good Faith” means in accordance with standards of honesty, trust and sincerity.

“Harassment” means harassing behaviour and conduct as indicated by the City of Kenora Respect in the Workplace Policy and the Ontario Human Rights Code.

“Hospitality” means instances where there is entertainment of or by outside parties for the furtherance of municipal business.

“In-law” means a relative by marriage.

“Integrity Commissioner” means the Integrity Commissioner appointed by Council pursuant to the Municipal Act, 2001.

“Local Board” means a local board as defined in section 223.1 of the Municipal Act, 2001.

“Member” means a member of Council.

“Office” means the authority and duties attached to the position of being an elected member of Council.

“Official Duties” means the public duties of a Member and includes functions performed by Members necessary to demonstrate responsible and accountable government with respect to matters within the City and which are done for the purpose of providing good government with respect to those matters.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	5	23

“Parent” means a person who has demonstrated a settled intention to treat a child as a member of his or her family whether or not that person is the natural parent of the child or as defined under the current Municipal Conflict of Interest Act as amended from time to time.

“Pecuniary Interests” are interests that have a direct or indirect financial impact or as defined under the current Municipal Conflict of Interest Act as amended from time to time they include:

- (i) Any matter in which the member has a financial interest;
- (ii) Any matter in which the member is a shareholder, director or senior officer of or holds a controlling interest in a corporation that does or does not offer its securities to the public, and such corporation has a financial interest;
- (iii) Any matter in which the member is a partner of a person or is in the employment of a person that has a financial interest; and
- (iv) Any matter in which a parent, spouse, same sex partner or any child of the member has a financial interest, if known to the member.

“Personal Benefit” means forms of advantage other than financial such as seeking an appointment, promotion or transfer within the Corporation on behalf of a family member and includes the private interests of a Member.

“Private interest” means all of the activities of a Member not included in the term defined as “Official Duties”.

“Sibling” means one of two or more children having one or both parents in common; a brother or sister.

“Spouse” means a person to whom the person is married or with whom the person is living in a conjugal relationship outside marriage or as defined in the current Municipal Conflict of Interest Act as defined from time to time.

“Vexatious” means without reasonable or probable cause or excuse.

Section 5: General Standards of Conduct

5.1 Members are responsible for making honest statements. No member shall make a statement when they know that statement is false. No member shall make a statement with the intent to mislead Council or members of the public.

5.2 Members shall at all times serve and be seen to serve their constituents in a conscientious and diligent manner.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	6	23

5.3 Members will conduct their dealings with each other in ways that maintain public confidence in the office to which they have been elected, are open and honest, focus on issues rather than personalities, avoid aggressive, offensive or abusive conduct.

5.4 Members should be committed to performing their functions with integrity, accountability and transparency.

5.5 Members shall perform official duties and arrange their public affairs in a temperate and abstemious manner that promotes public confidence and respect and will bear close public scrutiny.

5.6 It shall be the duty of all Members to abide by all applicable legislation, policies and procedures pertaining to their position as a Member.

5.7 Members shall not engage in any activity, financial or otherwise, which is incompatible or inconsistent with the ethical discharge of Official Duties to the City.

5.8 Every Member in exercising his or her powers and in discharging his or her Official Duties shall, in accordance with the Municipal Act, 2001, and Municipal Conflict of Interest Act:

- (a) Seek to advance the common good of the City of Kenora;
- (b) Truly, faithfully and impartially exercise his or her office to the best of his or her knowledge and ability;
- (c) Exercise care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
- (d) Exercise his or her powers only for the purpose for which they were intended; and
- (e) Competently exercise his or her office by educating themselves either formally or informally, in matters pertaining to their official duties.

Responsibilities of Council, the Mayor and Councillors

5.9 Council as a whole has the authority to approve budget, policy or processes, including the structures and procedures for committees. Authority to act on behalf of Council, including through a committee, can only be delegated by Council or through law.

5.10 Council is responsible for and dedicated to providing good and effective government for the public in an open, accountable and transparent manner.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	7	23

5.11 A fiduciary relationship exists between the Council and inhabitants of the municipality.

5.12 Members of Council:

- (a) May not impugn or malign a debate or decision or otherwise erode the authority of Council;
- (b) When appointed to committees and other bodies as part of their duties must make every effort to participate diligently in these bodies with good faith and care;
- (c) Must uphold the law and conduct themselves with the highest degree of ethical behavior and integrity;
- (d) Must avoid conflict of interest;
- (e) Must seek to advance the public interest with honesty and treat members of the public with dignity, understanding and respect;
- (f) May not make statements known to be false or make a statement with the intent to mislead Council or the public;
- (g) Are responsible in this Code for the actions of their staff, volunteers, agents or other representatives working on their behalf.

Section 6: Respect For Decision Making Process

6.1 Members shall accurately and adequately communicate the decisions of Council such that respect for the decision and decision-making process is fostered.

6.2 Members shall not attempt directly or indirectly, to influence the decision-making process, as it relates to the award of contracts or settlement of claims. This includes but is not limited to direct or indirect personal contact or interaction with the parties administering or directly involved in such processes.

Section 7: Avoidance of Waste

7.1 Members shall avoid waste, abuse and extravagance in the provision or use of public resources or any other City Property.

Section 8: Gifts and Benefits

8.1 No member shall accept a fee, advance, gift or personal benefit that is connected directly or indirectly with the performance of his or her duties of office, unless permitted by the exceptions listed below.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	8	23

8.2 For these purposes, a fee or advance, gift or benefit provided with the member's knowledge to a member's spouse, child, parent, brother, sister, father-in-law, mother-in-law, sister-in-law and brother-in-law or to a member's staff that is connected directly or indirectly to the performance of the member's duties is deemed to be a gift to that member.

8.3 The following are recognized as exceptions:

- (a) Compensation or benefit authorized by Council;
- (b) Such gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation;
- (c) A political contribution otherwise reported by law;
- (d) Services provided without compensation by persons volunteering their time;
- (e) A suitable memento of a function honouring the member;
- (f) Food, lodging, transportation and entertainment provided by provincial, regional and local governments or political subdivisions of them, by the federal government or by a foreign government within a foreign country;
- (g) Food and beverages consumed at banquets, receptions or similar events, if:
 - (i) Attendance serves a legitimate business purpose;
 - (ii) The Person extending the invitation or a representation of the organization is in attendance; and
 - (iii) The value is reasonable and the invitations infrequent.
- (h) Communication to the offices of a member, including unpaid subscriptions to newspapers and periodicals.

8.4 Except in the case of category (a) or (f), a member may not accept a gift or benefit worth in excess of \$250 or gifts and benefits from one source during a calendar year worth in excess of \$250.

Section 9: Disclosure Statement

9.1 In the case of categories 8.3(b), (e,) (f), (g) and (h), if the value of the gift or benefit exceeds \$150, or if the total value received from any one source during the course of a calendar year exceeds \$150, the member shall within 30 days of receipt of the gift or reaching the annual limit, file a disclosure statement with the Integrity Commissioner. The disclosure statement must indicate:

- (a) The nature of the gift or benefit;
- (b) Its source and date of receipt;
- (c) The circumstances under which it was given or received;
- (d) Its estimated value;
- (e) What the recipient intends to do with any gift; and
- (f) Whether any gift will at any point be left with the City.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	9	23

9.2 A disclosure statement must be filed even if the gift or benefit is immediately returned. Any disclosure statement will be a matter of public record.

9.3 On receiving a disclosure statement, the Integrity Commissioner shall examine it to ascertain whether the receipt of the gift or benefit might, in the Integrity Commissioner's opinion, create a conflict between a private interest and the public duty of the member. In the event that the Integrity Commissioner makes the preliminary determination that the receipt of the gift may create a conflict, he or she shall call upon the member of Council to justify the receipt of the gift or benefit.

9.4 Should the Integrity Commissioner determine that receipt was inappropriate, he or she may direct the member to return the gift, reimburse the donor for the value of any gift or benefit already consumed, "request" or forfeit the gift or remit the value of any gift or benefit already consumed to the City.

Section 10: Confidential Information

10.1 No member shall disclose or release by any means to any member of the public, or in any way divulge any confidential information, including personal information or any aspect of deliberations acquired by virtue of their office, in either oral or written form, except when required by law or authorized by Council resolution to do so.

10.2 Members shall not release information subject to solicitor-client privilege, unless expressly authorized by Council, Local Board resolution (if so empowered), or required by law to do so.

10.3 Nor shall members use confidential information including information that they have knowledge of by virtue of their position that is not in the public domain, including e-mails and correspondence from other members, or third parties, for personal or private gain, or for the gain of relatives or any person or corporation or cause detriment to the City, Council, Local Board, or others. As one example, no member should directly or indirectly benefit, or aid others to benefit, from knowledge respecting bidding on the sale of City property or assets.

10.4 Confidential information includes information in the possession of the City that the City is either prohibited from disclosing, or is required to refuse to disclose, under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), or other legislation. Generally, MFIPPA restricts or prohibits disclosure of information received in confidence from third parties of a corporate, commercial, scientific or technical nature, information that is personal, and information that is subject to solicitor-client privilege.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	10	23

Members shall not disclose, use or release information in contravention of applicable privacy law.

10.5 The Municipal Act, 2001, permits information that concerns personal matters about an identifiable individual; labour relations or employee negotiations; litigation; property acquisitions/dispositions; the security of the property of the City or a local board; advice subject to solicitor-client privilege; information explicitly supplied in confidence to the municipality by Canada, a province or territory or a Crown agency; trade secrets or scientific, technical, commercial, financial or labour relations information supplied in confidence to the municipality or belonging to the municipality/local board; positions, plans or instructions to be applied to any negotiations carried on by the municipality/local board, and matters authorized in other legislation, to remain confidential. For the purposes of the Code of Conduct, "confidential information" also includes this type of information.

10.6 Under the City of Kenora Procedural By-law as amended from time to time a matter that has been discussed at an in-camera meeting remains confidential. Members have a duty to hold information received at closed meetings in strict confidence for as long and as broadly as the confidence applies. Members shall not either directly or indirectly, release, make public or in any way divulge the content of any such matter, or the substance of deliberations, of the in-camera meeting including memorandums and staff reports that are distributed for consideration during the in camera meeting to anyone, unless specifically authorized by City Council resolution or required by law.

10.7 Examples of the types of information that a member of Council must keep confidential include but are not limited to the following:

- (a) Items under litigation, negotiation, or personnel matters;
- (b) Information that infringes on the rights of others (e.g., sources of complaints);
- (c) Price schedules in contract tender or Request for Proposal submissions if so specified;
- (d) Information deemed to be "personal information" under the Municipal Conflict of Interest Act; and
- (e) Statistical data required by law not to be released (e.g. certain census or assessment data).

10.8 Members of Council shall not access or attempt to gain access to confidential information in the custody of the City unless it is necessary for the performance of their duties and not prohibited by Council policy.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	11	23

10.9 Members are only entitled to information in the possession of the City that is relevant to matters before the Council or a committee. Otherwise, they enjoy the same level of access rights to information as any other member of the community and must follow the same processes as any private citizen. As one example, no member should have access to documents or receive any information related to a particular procurement process while the process is ongoing.

Section 11: Use of City Property, Services and Other Resources

11.1 No member of Council shall use, or permit the use of City Property, including land, facilities, equipment, supplies, services, staff or other resources (for example, City-owned materials, computers, networks, websites, Corporate transportation) for activities other than the business of the Corporation. Nor should any member obtain personal benefit or financial gain from the use or sale of City Property, including City-developed intellectual property (for example, inventions, creative writings, computer programs and drawings), technical innovations, City owned images, logos, coat of arms, or other items capable of being patented, since all such property remains exclusively that of the City.

11.2 Members shall conduct themselves in accordance with the provisions of the City of Kenora Technology Use Policy. The City of Kenora licenses the use of computer software from a variety of vendors. The City of Kenora does not own the software or its documentation. Software is normally copyrighted, and no individual may copy or distribute the software unless expressly permitted to do so under the applicable licence. This policy applies to the use of blackberries, personal computers, fax machines, printers, etc.

11.3 Members shall conduct themselves in accordance with the City of Kenora's Use of Corporate Resources for Election Purposes Policy.

Section 12: Election Campaign Work

12.1 Members are required to follow the provisions of the Municipal Elections Act, 1996 and Council's Policy with respect to the Use of Corporate Resources for Election Purposes.

12.2 No member shall use the facilities, equipment, supplies, services or other resources of the City (including Councillor newsletters and Councillor websites linked through the City's website) for any election campaign or campaign-related activities. No member shall undertake campaign-related activities on City property. No member shall use the services of persons during hours in which those persons receive any compensation from the City.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	12	23

Section 13: Municipal Conflict Of Interest Act

13.1 Members shall conduct themselves in accordance with the Municipal Conflict of Interest Act as amended from time to time.

Section 14: Improper Use of Influence

14.1 No Member shall use the influence of her or his office for any purpose other than for the exercise of her or his official duties.

14.2 Examples of prohibited conduct are the use of one's status as a member to improperly influence the decision of another person to the private advantage of oneself, or one's parents, children or spouse, staff members, friends, or associates (business or otherwise). This would include attempts to secure preferential treatment beyond activities in which members normally engage on behalf of their constituents as part of their official duties. Also prohibited is the holding out of the prospect or promise of future advantage through a member's supposed influence within Council in return for present actions or inaction.

14.3 For the purposes of this provision "private advantage" does not include a matter:

- (a) That is of general application;
- (b) That affects a member of Council, his or her parents, children or spouse, staff members, 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 of Council as authorized by Council.

Section 15: Business Relations

15.1 No member shall act as a paid agent before Council, its committees, or an agency, board or commission of the City except in compliance with the terms of the Municipal Conflict of Interest Act as amended from time to time.

15.2 A member shall not refer a third party to a person, partnership, or corporation in exchange for payment or other personal benefit.

Section 16: Expenses

16.1 Members shall comply with the provisions of the Council Reimbursement of Expenses Policy as amended from time to time.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	13	23

Section 17: Conduct Respecting Current and Prospective Employment

17.1 No member shall allow the prospect of his or her future employment by a person or entity to detrimentally affect the performance of his or her duties to the City.

Section 18: Conduct at Meetings of Council

18.1 Members shall conduct themselves with decorum at Council and Committee meetings in accordance with the provisions of the City of Kenora's Procedural By-law 90-01 as amended from time to time.

Section 19: Conduct Respecting Staff

19.1 Mutual respect and cooperation are required to achieve the Council's corporate goals and implement the Council's strategic priorities through the work of staff.

19.2 Employees have an obligation to recognize that members of Council have been duly elected to serve the residents of Kenora and respect the role of Council in directing the actions of the City.

19.3 Employees serve Council and work for the municipal corporation under the direction of the Chief Administrative Officer. Council directs staff through its decisions as recorded in the minutes and resolutions of Council. Members have no individual capacity to direct members of staff to carry out particular functions.

19.4 Inquiries of staff from Members should be directed to the Chief Administrative Officer or the appropriate senior staff as directed by the Chief Administrative Officer.

19.5 Only Council as a whole and no single member including the Mayor has the authority to direct staff, approve budget, policy, committee processes and other such matters, unless specifically authorized by Council.

19.6 Members shall be respectful of the role of staff to advise based on political neutrality and objectivity and without undue influence from any individual member or faction of the Council. Accordingly, no member shall maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of staff, and all members shall show respect for the professional capacities of the staff of the City.

19.7 Employees have a duty and obligation to act impartially, and in accordance with prescribed regulations or standards of conduct. Similarly, Employees with professional qualifications have an additional duty and obligation to act in accordance with standards of conduct prescribed for their profession. Members shall refrain from any conduct which may deter, interfere or unduly influence Employees in the performance of such duties and obligations.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	14	23

19.8 Certain Employees are employed within the administration of justice. Members shall refrain from making requests or statements or taking actions which may be construed as an attempt to influence the independent administration of justice.

19.9 No member shall compel staff to engage in partisan political activities or be subjected to threats or discrimination for refusing to engage in such activities. Nor shall any member use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding, or influencing any staff member with the intent of interfering with that person's duties, including the duty to disclose improper activity.

19.10 In practical terms, there are distinct and specialized roles carried out by Council as a whole and by Councillors when performing their other roles. The key requirements of these roles are captured in the Code of Conduct and include dealing with constituents and the general public, participating as Committee members, participating as Chairs of Committees, and participating as Council representatives on agencies, boards, commissions and other bodies. Similarly, there are distinct and specialized roles expected of City staff in both the carrying out of their responsibilities and in dealing with the Council.

Section 20: Discreditable Conduct (Interpersonal Behaviours)

20.1 All members of Council have a duty to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation. All members of Council shall ensure that their work environment is free from discrimination and of personal and sexual harassment.

20.2 The Ontario Human Rights Code and the Occupational Health and Safety Act apply, as do the City of Kenora's Respect in the Workplace Policy, Code of Conduct for Employees and associated procedures and programs addressing a Harassment-free and Discrimination-free Workplace adopted by Council.

20.3 Members shall abide by the provisions of the Human Rights Code, as amended, and, in doing so, shall treat every person, including other Members, employees, and individuals providing services on a contract for service, students on placements, and the public, with dignity, understanding and respect.

20.4 In accordance with the Human Rights Code, as amended, Members shall not discriminate against anyone on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	15	23

20.5 In accordance with the Human Rights Code and the Occupational Health and Safety Act, as amended, harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

20.6 Without limiting the generality of the foregoing, Members shall not:

- (a) Make inappropriate comments or gestures to or about an individual where such conduct is known or ought reasonably to be known to be offensive to the person(s) to whom they are directed or are about;
- (b) Display materials or transmit communications that are inappropriate, offensive, insulting or derogatory;
- (c) Make threats or engage in any abusive activity or course of conduct towards others;
- (d) Vandalize the personal property of others;
- (e) Commit assault of any kind, including making unwanted physical contact, including touching, patting, or pinching; or
- (f) Refuse to converse or interact with anyone based on any ground listed in the Human Rights Code, as amended.

20.7 Harassment or discrimination which occurs in the course of, or is related to, the performance of Official Duties by Members is subject to this Code. If an Employee, a member of the public or any individual brings forward a harassment or discrimination complaint against a Member, the complaint will be referred to the Integrity Commissioner and the complaint procedure under this Code will apply. Upon receipt of a complaint that relates to harassment or discrimination, if the Integrity Commissioner determines that a formal investigation is required, the Integrity Commissioner may forward the information subject of the complaint to Human Resources who will engage the services of a qualified third-party investigator to conduct the HR investigation. Upon receipt of the findings of the independent investigator, the Integrity Commissioner shall utilize the investigator's findings to make a determination under the application of the Code and decide whether to conduct a further investigation on the ethical conduct of the Member subject of the complaint. Depending upon the circumstances, the Integrity Commissioner may recommend that appropriate interim measures be implemented while the investigation is in progress. Such interim measures may include physically and/or operationally separating the complainant and the respondent until the investigation has been completed.

Section 21: Failure to Adhere to Council Policies and Procedures

21.1 A number of the provisions of this Code of Conduct incorporate policies and procedures adopted by Council. More generally, Members are required to observe the terms of all policies and procedures established by City Council.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	16	23

21.2 This provision does not prevent a Member from requesting that Council grant an exemption from a policy.

Section 22: Reprisals and Obstruction

22.1 Members of Council shall respect the integrity of the Code of Conduct. Any reprisal or threat of reprisal against a complainant or anyone for providing relevant information to the Integrity Commissioner is therefore prohibited. It is also a violation of the Code of Conduct to obstruct the Integrity Commissioner in the carrying out of his or her responsibilities, as, for example, providing inaccurate or misleading information to the Integrity Commissioner, refusing to answer inquiries or by the destruction of (records) documents or the erasing of electronic communications.

22.2 A refusal to comply with a decision of Council in respect of a recommendation of the Integrity Commissioner is a violation of the Code of Conduct.

Section 23: Acting On Advice of the Integrity Commissioner

23.1 Any written advice given by the Integrity Commissioner to a member binds the Integrity Commissioner in any subsequent consideration of the conduct of the member in the same matter as long as all the relevant facts known to the member were disclosed to the Integrity Commissioner, and the information or facts have not changed in the interim.

Section 24: Compliance With the Code of Conduct

24.1 Members of Council are accountable to the public through the four-year election process. Between elections they may, for example, become disqualified and lose their seat if convicted of an offence under the Criminal Code of Canada or for failing to declare a conflict of personal interest under the Municipal Conflict of Interest Act.

24.2 In addition to any other consequence imposed by law, Members found to have breached this Code may be subject to discipline, including return of a gift or benefit, removal from a Local Board or committee, loss of Chairmanship, removal from a Local Board or committee, censure, a reprimand or, where applicable, suspension of remuneration paid for his or her services as a Member, for a period of up to ninety (90) days.

24.3 The Council shall appoint an Integrity Commissioner to investigate alleged breaches of this Code.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	17	23

24.4 Any individual, including members of the public, City employees, and members of Council, who has reasonable grounds to believe that a Member has breached a provision of the Code, may proceed with a complaint.

24.5 An organization, Employee, Member or member of the public having reasonable grounds to believe that a Member has breached this Code, may proceed with a complaint. Complaints must be submitted no more than one year after the alleged violation occurring. No action will be taken on a complaint received beyond these deadlines.

24.6 A complainant does not have to pursue the informal complaint process set out in section 25.1 prior to proceeding with the formal complaint process set out in section 25.2.

Section 25: Procedure – Complaints

Informal Complaints

25.1 Any individual who has identified or witnessed behaviour or activity by a member that appears to be in contravention of the Code may address their concerns in the following manner:

- (a) Advise the member that their behaviour or activity contravenes the Code;
- (b) Encourage the member to stop the prohibited behaviour or activity;
- (c) If applicable, confirm to the member your satisfaction or dissatisfaction with his or her response to the concern identified;
- (d) Keep a written record of the incidents including dates, times, locations, other persons present, and any other relevant information, including steps taken to resolve the matter.
- (e) If not satisfied with the response received through the informal process, an individual may proceed with a formal complaint through the Integrity Commissioner as outlined in section 25.2.

Formal Complaints

25.2 Any individual who has identified or witnessed behaviour or activity by a member that appears to be in contravention of the Code or sections 5, 5.1 and 5.2 of the Municipal Conflict of Interest Act ("MCI Act") in the case of Council members, may address their concerns through the formal complaint process set out below.

- (a) All formal complaints must be made using the City's Complaints Form / Affidavit (see Appendix "B") and shall be dated and signed by the complainant;
- (b) The complaint must include an explanation as to why the issue raised may be a contravention of the Code and any evidence in support of the allegation must be included with the Complaints Form/Affidavit;
- (c) Any witnesses in support of the allegation must be identified on the Complaint Form/Affidavit;

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	18	23

(d) The Complaint Form/Affidavit must include the name of the member alleged to have breached the Code, the section of the Code allegedly contravened, the date, time and location of the alleged contravention and any other information as required on the Complaint Form/Affidavit;

(e) The complaint shall be filed with the Integrity Commissioner who shall confirm that the information is complete as to (a), (b), (c) and (d) of this section. The Integrity Commissioner will determine whether the matter is, on its face, a complaint with respect to noncompliance with the Code and not covered by other legislation or policies; and

(f) The Integrity Commissioner may request additional information from the complainant.

(g) If the complaint relates to an alleged violation of sections 5, 5.1, or 5.2 of the MCIA, the complaint must be made within six weeks after the applicant became aware of the alleged contravention. The complainant must also provide a statutory declaration to this effect in their application. Response of Integrity Commissioner of Complaint outside Jurisdiction

25.3 If the complaint received by the Integrity Commissioner is deemed not to be a complaint with respect to non-compliance with the Code, or sections 5, 5.1, or 5.2 of the MCIA in the case of Council members, the Integrity Commissioner shall advise the complainant in writing as follows:

(a) Criminal Matter – if the complaint is an allegation of a criminal nature consistent with the Criminal Code of Canada, the complainant shall be advised that pursuit of such an allegation must be made through the appropriate police service;

(b) Municipal Conflict of Interest – if the complaint is an allegation with respect to matters under the Municipal Conflict of Interest Act, save an except sections 5, 5.1, and 5.2, the complainant shall be advised to review the matter with their own legal counsel;

(c) Municipal Freedom of Information and Protection of Privacy – if the complaint is more appropriately addressed under the Municipal Freedom of Information and Protection of Privacy Act, the complainant shall be referred to the Clerk to have the matter reviewed under that Act; and

(d) Discrimination or Harassment – if the complaint is an allegation of discrimination, violence or harassment, the complainant shall be advised to file a complaint directly to the Human Resources Department under the City of Kenora's Workplace Human Rights Program or Violence in the Workplace Policy, as appropriate. The complainant will also be advised of his or her right to advance an application to the Ontario Human Rights Tribunal.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	18	23

25.4 In the event that a resolution of the complaint is not achieved, any complainant or member may request the complaint be dealt with in accordance with Section 25.1 or 25.2 of this Code.

25.5 If the matter is covered by other policies with a complaint procedure or legislation, the complainant will be advised and directed to proceed in a manner as considered appropriate by the Integrity Commissioner.

25.6 If the Integrity Commissioner has already reviewed and rendered a decision or has investigated the subject matter of the complaint, the complainant will be advised that the matter cannot be further pursued through Code complaint process.

Refusal to Conduct an Investigation

25.7 If upon review of a complaint, the Integrity Commissioner is of the opinion that the complaint is frivolous, vexatious or not made in good faith, or that there are no or insufficient grounds for an investigation, the Integrity Commissioner will not conduct an investigation and shall communicate this position in writing to the complainant and the member identified in the Complaint Form/Affidavit.

Opportunity for Resolution

25.8 If at any time, following the receipt of a formal complaint or during the investigation process, the Integrity Commissioner believes that an opportunity to resolve the matter may be successfully pursued without a formal investigation, and both the complainant and the member agree, efforts may be made to achieve an informal resolution.

Public Registry and Periodic Reports to Council

25.9 The Integrity Commissioner shall report to Council annually. In his/her report to Council, he/she shall report on all complaints received and on their disposition. In addition, the Integrity Commissioner shall post all decisions of Formal Complaints regarding whether to conduct an inquiry, and the outcome of any inquiry, on a public registry established by the City for such purpose.

Section 26: Investigation

26.1 If the Integrity Commissioner determines that a formal investigation is required he or she shall proceed in the following manner, subject to the Integrity Commissioner's ability to elect to exercise the powers of a commissioner under Parts I and II of the Public Inquiries Act.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	19	23

26.2 The Integrity Commissioner shall provide a copy of the complaint and any supporting materials to the member whose conduct is in question with a request that a written response to the allegation be provided to the Integrity Commissioner within fourteen days.

26.3 The Integrity Commissioner shall give a copy of the response provided by the member to the complainant with a request for a written reply within fourteen days.

26.4 If necessary, after reviewing the submitted materials, the Integrity Commissioner may speak to anyone, access and examine any other documents or electronic materials, and may enter any City work location relevant to the complaint for the purpose of investigation and potential resolution.

26.5 The Integrity Commissioner may make interim reports to Council where necessary and as required to address any issues of interference, obstruction, delay or retaliation encountered during the investigation.

26.6 At any time the complainant may abandon the request for an investigation and the Integrity Commissioner will cease his or her investigation.

Section 27: Recommendation Report

27.1 Upon completion of an investigation, the Integrity Commissioner shall report to the complainant and the member on the results of his or her review within ninety days of receiving a complete Complaint Form/Affidavit. If the investigation process is going to take more than ninety days, the Integrity Commissioner shall provide an interim report to the complainant and member indicating when the complete report will be available.

27.2 If during the investigation process, the complaint is sustained, the Integrity Commissioner shall report to Council, outlining the findings, the terms of any resolution and any recommended action within thirty days of the completion of the investigation. If the complaint is withdrawn or resolved, the Integrity Commissioner, within her/his discretion, may decide not to report to Council.

27.3 (a) If upon completion of the investigation the Integrity Commissioner finds that a breach of the Code has occurred, the Commissioner shall report his or her findings to Council including a recommendation:

(i) as to the imposition of a penalty as set out in the Municipal Act of: a reprimand; suspension of remuneration paid to the member for a period of up to ninety days, and/or

(ii) As to remedial action which may include but is not limited to:

1. Return of a gift or benefit;
2. Removal from a Local Board or committee;

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	20	23

3. Loss of Chairmanship;
4. A verbal and/or written apology;
5. Any other remedial action recommended by the Integrity Commissioner.

27.3 (b) Upon Council's decision on the recommendations, the Member who is the subject of the Integrity Commissioner's investigation and recommendations, shall comply with the Council decision. Failure to comply with Council's decision requiring the Member to carry out an action set out as a penalty or set out as a remedial action, shall constitute a contravention of this Code, without the requirement for a separate Code complaint.

27.4 If upon completion of the investigation, the Integrity Commissioner finds that there has been no contravention of the Code, or that a contravention occurred, however, the member took all reasonable measures to prevent it, or the contravention committed was trivial or committed through inadvertence or an error of judgment made in good faith, the Integrity Commissioner shall set this out in its report to Council.

27.5 With respect to alleged violations of sections 5, 5.1, or 5.2 of the MCI, if the Integrity Commissioner determines that, on a balance of probabilities, there has been a violation of the MCI, or is otherwise of the opinion that it is in the City's interest for a judge to determine if there has been a violation of the MCI, the Commissioner may apply to a judge for such a determination. For greater certainty, nothing in this Protocol shall prevent a complainant from bringing their own application to a judge for a determination of whether there has been a violation of sections 5, 5.1, or 5.2 of the MCI.

Section 28: Duty of Council

28.1 The Council shall consider the report of the Integrity Commissioner within 30 days of it being received by the Clerk and shall take the action it considers appropriate with regard to the recommendation(s) of the Integrity Commissioner.

28.2 In circumstances where the alleged breach of trust or other misconduct is serious in nature, Council may pass a resolution, pursuant to the Municipal Act, 2001, requesting a judicial investigation into the Member's conduct.

No Complaints or Reports Prior to Election

28.3 No complaint regarding a Member of Council or Local Board regarding a Code contravention or sections 5, 5.1, or 5.2 of the MCI in the case of Council members, whether the Member is a candidate in an election or not, may be referred to the Integrity Commissioner for review and/or investigation between regularly scheduled Nomination Day and Voting Day in any year in which a regular municipal election will be held. Any complaint received after Nomination Day shall be deemed received by the Integrity Commissioner on November 15th in a regular election year and the complainant shall be

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	21	23

so advised of this process. The time elapsed between Nomination Day in a regular election year and the inaugural meeting of the newly elected Council shall not be included in the time calculation referred to in section 9.0.

28.4 Notwithstanding section 9.7 of the Code, the Integrity Commissioner shall not make any report to General Committee or any other person after the regularly scheduled General Committee meeting immediately preceding Nomination Day in any year in which a regular municipal election is to be held.

28.5 If the Commissioner has not completed an inquiry before regular nomination day for a regular election the Commissioner shall terminate the inquiry on Nomination Day.

28.6 If an inquiry is terminated in accordance with section 28.5, the Commissioner shall not commence another inquiry in respect of the matter unless, within six weeks after Voting Day in a regular election, the person who made the application or the member or former member whose conduct is concerned applies in writing to the Commissioner for the inquiry to be commenced.

28.7 Where an inquiry has been terminated, and the complainant, member or former member has requested the inquiry be carried out, the Integrity Commissioner shall be permitted to use any information and evidence obtained prior to the termination. If no request is made to carry out the inquiry, no review of investigation shall be made.

28.8 Council shall not consider whether to impose the penalties referred to in 27.3 on a Member during the period starting on Nomination Day for a regular election and ending on Voting Day in a regular election.

Section 29: Confidentiality of Complaint Documents

29.1 The Integrity Commissioner and every person acting under his or her instructions shall preserve the confidentiality of all documents, material or other information, whether belonging to the City or not, that come into their possession or to their knowledge during the course of their duties as required by section 223.5 of the Municipal Act.

29.2 Pursuant to section 223.5(3) of the Municipal Act, this section prevails over the Municipal Freedom of Information and Protection of Privacy Act.

29.3 If the Integrity Commissioner reports to the Council on an investigation into an alleged breach of the Code, the report shall only disclose such information that in the Integrity Commissioner's opinion is required for the purposes of the report.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	22	23

29.4 If the Integrity Commissioner issues an annual or other periodic report to Council on his or her activities, the Integrity Commissioner shall summarize the advice he or she has given but shall not disclose confidential information that could identify a person concerned.

Section 30: Other Duties of the Integrity Commissioner

30.1 In addition, to conducting investigations regarding alleged breaches of the Code, the Integrity Commissioner shall have the following responsibilities:

- (a) Provide information to Council as to their obligations under the Code;
- (b) Provide advice to individual members regarding specific situations as they relate to the application of the Code;
- (c) Provide advice to Council on other policies and procedures that relate to the ethical behavior of members;
- (d) Provide general advice on conflict of interest issues noting that this advice may not be used in defense of allegations related to conflict of interest;
- (e) Provide information to the public regarding the Code and the obligations of members under the Code; and
- (f) Provide an annual report to Council on the activities of the Integrity Commissioner.

Section 31: Requests for Advice

31.1 Where an individual member is seeking to obtain advice from the Integrity Commissioner, the member shall submit to the Integrity Commissioner a completed Request for Advice Form (see Appendix "C") which shall be forwarded to the Integrity Commissioner for response.

31.2 The Integrity Commissioner shall provide his or her advice in writing to the member.

31.3 Any written advice given by the Integrity Commissioner to a member, as it relates to the Code, binds the Integrity Commissioner in any subsequent consideration of the member's conduct in the same matter provided the relevant facts known to the member were disclosed to the Integrity Commissioner.

31.4 Any written requests for advice and responses to such requests are covered under the Municipal Freedom of Information and Protection of Privacy Act.

Section 32: Annual Report to Council

32.1 In completing its annual report to Council, the Integrity Commissioner shall include information on the nature and volume of activity for the past year and provide examples, anonymized in respect of advice provided and the nature of complaints received and responded to.

Code of Conduct for Members of Council

Policy Number	Page	Of
CC-5-2	23	23

32.2 The annual report of the Integrity Commissioner shall be provided to General Committee for information purposes. The report is a public document.

32.3 The Integrity Commissioner shall file his or her annual report no later than 6 months after his or her initial appointment and by March 31 annually thereafter.

Related Policies:

- Procedural By-law
- All Council Policies contained within the City's comprehensive Policy Manual
- Any applicable Human Resources and Health and Safety Policies contained within the City's comprehensive Policy Manual
- Procurement Policy

Related Legislation:

- Municipal Act, 2001, S.O. 2001, c. 25;
- Municipal Conflict of Interest Act, R.S.O 1990, c.M. 50;
- Municipal Elections Act, 1996, S.O. 1996, c. 32;
- Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56;
- Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace) 2009
- The Human Rights Code; and
- The Criminal Code of Canada.

**Appendix "A" –
Council Code of Conduct Policy #CC-5-2**

Disclosure Statement

Section 8 of the Council Code of Conduct regarding the acceptance of gifts and benefits, requires members to disclose the receipt of certain gifts and benefits if the dollar value of a single gift or benefit exceeds \$150 or if the total value of gifts and benefits received from one source in a calendar year exceeds \$150. This Disclosure Statement is to be used to report on such gifts and benefits and shall be filed with the Integrity Commissioner (per Section 9) within 30 days of receipt of such gift or benefit, or upon reaching the annual limit. Disclosure Statements are a matter of public record.

Nature of Gift or Benefit Received: _____

Source of Gift or Benefit: _____

Circumstances Under Which Gift or Benefit Received: _____

Intended Use of the Gift or Benefit (i.e. will it be donated/provided to the City): _____

Estimated Value of Gift or Benefit: \$ _____

Date Gift or Benefit Received: _____

Signature of Member _____ Date _____

Date Statement Received by Integrity Commissioner _____

Appendix "B"
Council Code of Conduct Policy #CC-5-2

Formal Complaint Form / Affidavit

I, (full name)_____

of the(municipality)_____ in the Province of Ontario

do solemnly swear/(affirm and declare) that the following contents of this affidavit as subscribed are true and correct:

Permanent place of residence:_____

Mailing address (if different from above):_____

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.)

I have reasonable and probable grounds to believe that (specify name of member) has contravened section(s) of the Council Code of Conduct of the City of Kenora. The particulars of which are as follows:_____

(Set out the statements of fact in consecutively numbered paragraphs in the space below, with each paragraph being confined as far as possible to a particular statement of fact. If you require more space please add additional pages and number them and check the box "additional pages" at bottom. If you wish to include exhibits to support this complaint, please refer to the exhibits as Exhibit A, B etc. and attach them to this affidavit.)

This affidavit is made for the purpose of requesting that this matter be reviewed by the City of Kenora appointed Integrity Commissioner and for no other purpose.

Identification # (of Identification provided) _____

Sworn (or Affirmed) before me at the City of Kenora, in the District of Kenora, in the Province of Ontario on the ____ day, _____, month, _____, year

Signature (to be witnessed by Commissioner) _____

A Commissioner, etc. _____ signature of Commissioner
Stamp of Commissioner

Date: _____

Note: This is a sworn (affirmed) affidavit of the deponent only. No investigation has been conducted by this authority to confirm or verify the above sworn information. THE CRIMINAL CODE OF CANADA provides that: everyone commits perjury who, with intent to mislead, makes before a person who is authorized by law to permit it to be made before him a false statement under oath or solemn affirmation by affidavit, solemn declaration or deposition or orally, knowing that the statement is false, is guilty of an indictable offence and liable to a term of imprisonment not exceeding fourteen years (Section 131, 132), or by summary conviction (Section 134). Signing a false affidavit may expose you to prosecution under Sections 131 and 132 or 134 of the Criminal Code, R.S.C. 1985, c. C-46 and also to civil liability for defamation.

**City of Kenora Council Code of Conduct
Acknowledgment of Compliance Form**

I, _____ acknowledge and confirm that I received a copy of the City of Kenora Council Code of Conduct, and have continual access to electronic copies of the Policy. I have read and understand the City of Kenora Council Code of Conduct, acknowledge that I must comply with its provisions, and that knowingly violating the City of Kenora Council Code of Conduct Policy may result in complaints being submitted to and investigated by the Integrity Commissioner, with possible recommendations being submitted to Council on penalties or remedial action to be imposed.

Signature

Printed Name

Date



April 26, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services/City Clerk

Re: Boards & Committees Code of Conduct Policy #CC-14-2

Recommendation:

That Council hereby adopts a Boards & Committees Code of Conduct Policy #CC-14-2 for the Corporation of the City of Kenora; and further

That Policy #CC-14-2 form part of the Comprehensive City Policy Manual; and further

That three readings be given to a bylaw for this purpose.

Background:

The Municipal Act, 2001 authorizes municipalities to establish codes of conduct for members of Council and local boards.

The Code of Conduct sets minimum standards for the behaviour of members of Council appointed Boards and Committee members in carrying out their functions. Code of Conduct consistent with the City's practice of demonstrating transparent, accountable and ethical governance, City Council adopted a code of conduct for members of Council and its boards and committees.

Formalized standards and guiding principles help to provide a useful reference guide and a supplement to the legislative parameters within which members must operate. Members shall act with honesty and integrity, serving in a diligent manner, and performing their duties in a manner which promotes public confidence.

This Code of Conduct (Code) is a general standard. It augments the laws which govern the behaviour of members, it is not intended to replace personal ethics. This Code cannot anticipate all circumstances in which members may need to exercise judgment. It is the responsibility of every member to conduct themselves ethically and professionally. Members seeking clarification on any part of this Code should consult with the Integrity Commissioner or City Clerk who is responsible for the oversight of Council's Boards and Committees on behalf of Council.

Members must recognize the need to uphold both the letter and the spirit of the law including policies adopted by Council. This Code is consistent with the principles of transparent and accountable government, and reflective of the City's core values.

This Code applies to all members of boards and committees appointed by Council both adjudicative and non-adjudicative. Members of City Council are also bound by the Council Code of Conduct.

Communication Plan/Notice By-law Requirements: bylaw required for policy

Strategic Plan or other Guiding Document:

- Municipal Act, 2001;
- Municipal Conflict of Interest Act;
- Municipal Freedom of Information and Protection of Privacy Act;
- Criminal Code of Canada;
- Ontario Human Rights Code;

Code of Conduct for Members of Boards and Committees Policy



Section City Council	Date May 17, 2022	By-Law Number - 2022	Page 1	Of 10
Subsection Boards and Committees	Repeals By-Law Number N/A		Policy Number CC-14-2	

Purpose Statement

This policy outlines a Code of Conduct for members of local boards and advisory committees. Formalized standards and guiding principles help to provide a useful reference guide and a supplement to the legislative parameters within which members must operate. Members shall act with honesty and integrity, serving in a diligent manner, and performing their duties in a manner which promotes public confidence and share a common basis for acceptable conduct.

This Code of Conduct (Code) is a general standard. It augments the laws which govern the behaviour of members, it is not intended to replace personal ethics. This Code cannot anticipate all circumstances in which members may need to exercise judgment. It is the responsibility of every member to conduct themselves ethically and professionally.

Members must recognize the need to uphold both the letter and the spirit of the law including policies adopted by Council. This Code is consistent with the principles of transparent and accountable government, and reflective of the City's core values.

Scope

This Code applies to all members of local boards and advisory committees (herein referred to as 'local boards'), both adjudicative and non-adjudicative. Members of City Council are also bound by the Council Code of Conduct.

Local boards, sometimes referred to as committees or tribunals, are as defined in s.223.1 of the Municipal Act and as identified by the municipality. Some additional restrictions apply to adjudicative boards and these are specified below.

Guiding Principles

1. Members shall serve the public in a conscientious and diligent manner.
2. Members should be committed to performing their functions with integrity, impartiality, and transparency.
3. There is a benefit to municipalities when members have a broad range of knowledge and continue to be active in their own communities, whether in business, in the practice of a profession, in community associations, and otherwise.

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	2	10

Definitions

Adjudicative board: means a local board or committee which conducts hearings or other proceedings pursuant to law such as the Statutory Powers Procedure Act, including the following:

- i. Appeals Committee;
- ii. Committee of Adjustment;
- iii. Property Standards Committee; and
- iv. Municipal Election Compliance Audit Committee.

Adjudicator: means a person appointed by City Council to an adjudicative board.

Clerk: means the City of Kenora City Clerk, or designate.

Code: means the "Code of Conduct for members of local boards and advisory committees" as established by Council pursuant to Section 223.2 of the Municipal Act, 2001.

Committee: means a committee, task force or other body constituted and appointed by Council, with the exception of adjudicative boards.

Complaint: means a written objection filed with the Integrity Commissioner pursuant to this Code and/or the Municipal Conflict of interest Act respecting a member.

Council: means the Council of the Corporation of the City of Kenora.

Family: includes "child", "parent" and "spouse" as those terms are defined in the Municipal Conflict of Interest Act, and also includes: step-child and grand-child, siblings and step-siblings, aunt/uncle, niece/nephew, first cousins, in-laws, including mother/father, sister/brother, daughter/son, any person who lives with the member on a permanent basis.

Gift: means money, fee, advance, payment, gift, gift certificate, promise to pay, property, travel, accommodation, entertainment, hospitality or any other personal benefit connected directly or indirectly with the performance of a member's duties of office, but excludes:

- a. Compensation authorized by law;
- b. Political contributions otherwise reported by law, in the case of members running for office;
- c. Services provided by persons volunteering their time;
- d. Contributions of value that are specifically addressed in other provisions of this Code
- e. Gifts provided to the City of Kenora and which are logged, archived and/or publicly displayed as such.

Integrity Commissioner: means the Integrity Commissioner appointed by Council pursuant to section 223.3 of the Municipal Act, 2001.

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	3	10

Local board: any board, commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs or purposes of the City, including but not limited to those set out in Appendix A, excluding a school board, conservation authority, public library board, police services board (O. Reg. 599/06).

Member: means a member of a local board of the City of Kenora.

Publications: means communication to the offices of a Member, including subscriptions to newspapers, and periodicals.

Social media: means publicly available, third party hosted, interactive web technologies used to produce, post and interact through text, images, video and audio to inform, share, promote, collaborate or network.

Staff: means direct employees of the City whether full-time, part-time, contract or casual (including students and volunteers).

City: means The Corporation of the City of Kenora.

City resources: includes, but it is not limited to, facilities, infrastructure, assets, branding, intellectual property, equipment, supplies, services, staff or any resource that belongs to or is funded by the City.

Principles of Conduct

1. Avoidance of Conflicts of Interest

- a. Members shall comply with their responsibilities under the Municipal Conflict of Interest Act and avoid situations of real or apparent conflict of interest with respect to their service on the local board.
- b. Members shall avoid participating in or influencing a proceeding when the member or another person with whom the member has a close personal or professional relationship, has a financial or other private interest that may be affected by the proceeding or its outcome.
- c. Members shall not engage in an occupation or the management of a business that conflicts with their ability to diligently carry out their role as a member of a local board, and shall not in any case profit directly or indirectly from such business that does or has contracted with the City of Kenora.

2. Gifts and Benefits

- a. Members shall not accept fees, gifts or personal benefits that are connected directly or indirectly with their service on the local board, except compensation or reimbursement authorized by established policies, procedures, or by-laws.

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	4	10

- b. A gift provided with the member's knowledge to a family member that is connected directly or indirectly to their service on the local board, is deemed to be a gift to that member.

3. Accessibility

- a. Members will be aware and respectful of social, cultural and other differences and act in a manner that promotes an appreciation of diversity. Members must be aware of barriers which may restrict access and participation in a manner contrary to Provincial Accessibility Legislation.

4. Confidential information

- a) A member shall:
 - i. only be entitled to have access to information in the possession of the City that is relevant to matters before the local board or that is relevant to their role as a member. Otherwise, they have the same access rights to information as any member of the public;
 - ii. follow the procedures for requesting information contained in the Access to Records and Information and related procedure; and
 - iii. have a continuing obligation to keep confidential information confidential, even if the member ceases to be a member.

b) **A Member Shall Not:**

- i. obtain access, or attempt to gain access, to confidential information in the custody or control of the City except in accordance with the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA);
- ii. disclose, release or publish by any means, including social media, any confidential information acquired by virtue of his or her service on the local board, in any form, except when required or authorized by Council or otherwise by law to do so;
- iii. use confidential information for personal or private gain or benefit, or for the personal or private gain or benefit of any other person or body; or
- iv. disclose to any individual or corporate third party, any information until such time that the local board has been advised by staff that the matter, or any part of the matter, can be made public subject to review by the head or designate under the MFIPPA or if directed to do so by a court.

5. Use of City Resources

- a. No member shall use for personal purposes any City resource, City staff services, property, equipment, services, supplies, websites, webboards, or other City-owned materials, other than for purposes connected with the discharge of their duties.

Policy Number	Page	Of
CC-14-2	5	10

- b. No member shall obtain personal financial gain from the use or sale of City developed intellectual property (for example, inventions, creative writings and drawings), computer programs, technical innovations or any other item capable of being patented. Members acknowledge and do not dispute that all such property remains exclusively that of the City of Kenora.
- c. No member shall use information gained in the execution of his or her duties that is not available to the general public, for any purposes other than his or her service on the local board.
- d. No member shall use the services of City staff, or make requests for documents or information from City staff, unless such information is required for the purpose of carrying out their duties as public officials.

6. Work of a Political Nature

- a. No member shall use for election campaign purposes, any City resource, City staff services, property, equipment, services, supplies, websites, webboards, or other City-owned materials, other than for purposes connected with the discharge of their duties in accordance with City Policy #CC-10-1.
- b. No member, while identifying themselves as a member of a local board, shall undertake any election campaign or election-related activities or work on, fund-raise, endorse or otherwise contribute to the election campaign of any person running in the municipal election for the municipality where the member serves on the local board.
- c. If a member is seeking elected office personally, they may note their service on a City local board in their personal campaign materials as background information; however, these materials must not imply that the City or local board is contributing to or endorsing the member's campaign in any way.
- d. Members may not use City resources for any type of political activity, including promoting or opposing the candidacy of any person to elected office in any municipal, provincial and federal campaign.

7. Improper use of influence, business prospects

- a. Members shall be respectful of the fact that staff work for the whole Corporation and are charged with making recommendations that reflect their professional expertise and corporate perspective, without undue influence from any other individuals.
- b. Members shall not exert undue influence on staff and shall not engage in any harassment of staff.
- c. No member shall use the influence of his or her position for any purpose other than the duties as a member of the local board.

Policy Number	Page	Of
CC-14-2	6	10

8. Business Relations

- a. No member shall allow the prospect of future employment by a person or entity to affect the performance of his/her duties as a member of the local board, detrimentally or otherwise.
- b. No member shall act as an agent before Council or a committee of Council or any agency, board or committee of the City.
- c. No member shall refer a third party to a person, partnership or corporation in exchange for payment or other personal benefit.

9. Communications

- a. Members shall accurately communicate recommendations and proceedings of their local board.
- b. If a member is contacted directly by the media, the member should refer the media to the local board's staff representative or the director of the City's Communications department, or designate.
- c. Members will keep confidential information confidential, until such time as the matter can properly be made public.
- d. In all media communications, including social media, members will treat each other, staff and members of the public with decorum, dignity and respect, and shall avoid messaging that amounts to abuse, bullying or intimidation. Confidentiality must remain at the forefront and the posting of any comments or information pertaining to a matter is strictly prohibited. Members should remain neutral at all times pertaining to a position on a matter of interest of their Board.

10. Member Conduct

Members shall:

- a. conduct themselves with decorum at all times;
- b. maintain proper control over meetings demonstrating respect for everyone who is involved in the meeting; and
- c. attend all meetings of the local board. If a member misses more than three (3) meetings during their term, the committee or board, after hearing and considering any explanation provided by the member, may ask the member to resign, or request that Council remove the member.
- d. When attending a public meeting members shall present themselves professionally and ensure that their attire is professional and appropriate as a representative of the City.

11. Respect for City By-laws, Policies, and Workplace

- a. Members shall adhere to and encourage public respect for the local board, the City and its by-laws, policies and procedures.

Policy Number	Page	Of
CC-14-2	7	10

- b. Members are governed by the City's Conduct Policy. All members have a duty to treat members of the public, one another and staff appropriately and without abuse, bullying or intimidation and to ensure that their work environment is free from discrimination and harassment.
- c. All complaints received involving members under the Conduct Policy shall be referred to the Integrity Commissioner for processing in accordance with the Integrity Commissioner.
- d. The Ontario Human Rights Code applies in addition to the City's Conduct Policy.

12. Conduct Respecting Staff

- a. Members shall be respectful of the role of staff to advise based on political neutrality and objectivity and without undue influence from any individual member or faction of the Council.
- b. No member shall use, or attempt to use, their authority for the purpose of intimidating, threatening, coercing, commanding or influencing any staff member with the intent of interfering in staff's duties, including the duty to disclose improper activity.
- c. Members shall respect the professionalism of staff, and not exert undue influence on staff.
- d. No member shall maliciously or falsely impugn or injure the professional or ethical reputation or the prospects or practice of staff, and all members shall show respect for the professional capacities of the staff of the City.

13. Reprisals and Obstruction

- a. Members who are found by the Integrity Commissioner to have failed to comply with the Code of Conduct for members of local board and advisory committees may be subject to sanctions recommended by the Integrity Commissioner. Members may also be subject to such other remedial actions recommended by the Integrity Commissioner, if approved by Council, that directly flow from the action or behaviour of the member.
- b. Any complaint alleging failure to adhere to this Code by a member shall be referred to the Integrity Commissioner and the complaint will be dealt with in accordance with the Integrity Commissioner.
- c. In extreme circumstances, members may be subject to removal from the local board or committee, or from their role as Chair of the local board or committee, if approved by Council.
- d. It is a violation of this Code to obstruct the Integrity Commissioner in the carrying out of his/her responsibilities.
- e. No member shall threaten or undertake any reprisal against a person initiating an inquiry or complaint under this Code, or against a person who provides information to the Integrity Commissioner in any investigation.

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	8	10

- f. It is a violation of this Code to destroy documents or erase electronic communications or refuse to respond to the Integrity Commissioner where a formal complaint has been lodged under this Code.

14. Acting on Advice of Integrity Commissioner

- a. Any written advice given by the Integrity Commissioner to a member binds the Integrity Commissioner in any subsequent consideration of the conduct of the member in the same matter, as long as all the relevant facts were disclosed to the Integrity Commissioner, and the member adhered to the advice given.

15. Additional requirements applicable to members of adjudicative local boards

In addition to the other provisions of this Code, the following additional requirements are applicable with respect to member of adjudicative boards when conducting hearings, or other proceedings:

a) Communications

Members of adjudicative boards should not comment to the media in relation to any decision made by the board or the rationale behind such decision. On the rare occasion when a comment may be appropriate, only the Chair shall serve as a media contact and all enquiries shall be referred to him/her.

b) Communications with Parties

- i. Written communication to an adjudicative board shall take place only through the Secretary of the board or the appropriate municipal staff assigned to such board, and shall be copied to all parties or their representatives as appropriate. Oral communications with the adjudicative board about current proceedings shall take place only in the presence of or with the consent of all parties.
- ii. Where a party is represented by a representative, all communication between the adjudicative board and the party shall be through the representative, with the exception of notices of hearing, which shall be served upon all parties and their representatives known to the adjudicative board as appropriate.

c) Independent Nature of Adjudicative Boards

- i. The Chairs of adjudicative boards should ensure that the actions of any member, as well as Council members and staff attending adjudicative board meetings, are consistent with the arm's-length, quasi-judicial nature of the adjudicative board. Any actions compromising this position should be immediately dealt with by the Chair or panel chair.

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	9	10

- ii. Members of adjudicative boards operating at arm's-length from Council should refrain from seeking advice on their roles and responsibilities from Council members. In clarifying their roles and responsibilities, members should seek advice from appropriate staff.
- iii. An adjudicative board is required by the applicable laws to operate at arm's-length from and independently of Council. Members should therefore not request members of Council to intervene on applications considered by the adjudicative board. Under the Council Code of Conduct, members of Council are only permitted to communicate to the adjudicative board regarding a matter before the board by a letter addressed to the Secretary of the board or the appropriate municipal staff assigned to such board which is available to all parties.

16. Compliance and Interpretation

Members will do their utmost to uphold the virtues contained in the Code of Conduct. If a member observes or is credibly informed of a possible contravention of this Code, that member has an obligation to proactively address the contravention.

Members seeking clarification of any part of this Code of Conduct should consult directly with the staff liaison who will receive clarification from the City Clerk or Integrity Commissioner.

17. Review

Each member appointed to a committee and/or Board shall receive a copy of this Code of Conduct.

To ensure that this Code remains relevant and current, staff will review any significant legislative or internal policy changes for possible impact to the Code and report when necessary, or every election year.

Board/Committee Member Signature

Board/Committee Member Printed Name

Date signed

Witness Signature

Appendices

Appendix A – List of local boards

Appendix B - Corporate Core Values and Behaviours

Code of Conduct for Members of Boards and Committees Policy

Policy Number	Page	Of
CC-14-2	10	10

Appendix A

A local board is defined as any board, commission, committee, body or local authority established or existing any power under any Act with respect to the affairs of purposes of the City, excluding a school board, conservation authority, public library board, police services board,(O. Reg. 599/06).

This list may not be all inclusive and shall be amended by the Clerk's department, as required.

Accessibility Advisory Committee
Crime Prevention and Community Well-Being Advisory Committee
District of Kenora Home for the Aged Management Board
Heritage Kenora
Kenora Urban Recreational Trails Committee
The Muse Board
Kenora BIZ
Planning Advisory Committee and Committee of Adjustment
Sustainability Advisory Committee
.....And any other Board or Committee deemed by Council

Appendix B

Corporate Core Values and Behaviours

Interactions at the City of Kenora are guided by the Corporate Core Values and Behaviours

RESPECT

We will.....

- ✓ Have mutual and fair understanding of the wants, needs and expectations of others and practice open, honest and sincere communication

INTEGRITY

We will.....

- ✓ Conduct ourselves in a professional manner with emphasis on effective communication, accountability for actions, and a strong moral compass
- ✓ Be committed to maintaining a safe, trusting, and supportive environment
- ✓ Demonstrate professionalism, good judgment and personal leadership

SERVICE

We will.....

- ✓ Strive to provide timely, respectful and knowledgeable responses focusing on communication information in a friendly and accessible manner to all
- ✓ Seek feedback and use it to enhance and continually improve our services
- ✓ Demonstrate genuine enthusiasm and take pride in our work to achieve common goals
- ✓ Demonstrate hard work and dedication in an effort to enhance community pride

INCLUSIVENESS

We will.....

- ✓ Commit, welcome, learn and understand
- ✓ Foster an environment of respect and sense of belonging for all



April 30, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services/City Clerk

Re: Lame Duck Delegation of Authority

Recommendation:

That Council hereby delegates authority to the Chief Administrative Officer from August 19, 2022 to November 14, 2022 to be the financial signing authority for expenditures, outside the current budget, exceeding \$50,000 and/or for the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and further

That the By-law shall come into force only in the event when determined by the City Clerk with certainty that the lame duck provisions pursuant to Section 275 of the Municipal Act, 2001, occurring twice during the Municipal Election process, are in effect.

Background:

"Lame Duck" is a term that Council is referred to when it is determined that the new Council will have less than 75 percent of the membership of the former Council. The determination of whether a Municipal Council is in a restricted position pursuant to section 275 of the Municipal Act, 2001, also known as a 'Lame Duck' Council occurs twice during the Municipal Election process.

Bill 68 Modernizing Ontario's Municipal Legislation Act implemented a change to the term of office of Council. For the 2018 Municipal Election the amendment includes a transitional rule under Section 1.1 of the Act which keeps the start date for the 2018 Council term to begin on December 3 (s.6 MEA), and the next Municipal Election in 2022 will start on November 15, thus shortening the Lame Duck' period for 2022. In December, 2021, Council passed a By-law to amend the Procedural By-Law to include this change.

There are two periods when Council can be declared as lame duck:

First Period - August 19, 2022 (Nomination Day) to October 24th, 2022 (Election Day)

The determination shall be based on the 2022 candidates election nominations that have been certified by the City Clerk on August 22, 2022. If less than three-quarters of the existing Council members are not running for City Council, the restrictions set out in the Municipal Act, 2001, will apply; and

Second Period - October 24, 2022 (Election Day) to November 14, 2022 (last day of the current term of Council)

The election results are declared by the City Clerk shortly after the municipal election. If the elections result in less than 75% of the incumbent Council members returning to Council, the restrictions set out in the Municipal Act, 2001, will apply.

The following is a brief summary of the provisions as provided pursuant to Section 275 of the Municipal Act, 2001, Restricted Acts Provision:

Restrictions

If a Council is in a 'lame duck' position, the Council shall not take on the following actions:

- a) The appointment or removal from office of any officer of the municipality;
- b) The hiring or dismissal of any employee of the municipality;
- c) The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- d) Making any expenditures or incurring any other liability which exceeds \$50,000.

Exceptions to clauses 'c' and 'd' above to not apply if the disposition or liability was included in the most recent budget adopted by the Council before Nomination Day of the 2022 Municipal Election.

Land Matters:

Pursuant to Section 275(3)(c), a municipality can close a real estate transaction during the 'Lame Duck' period only if the Council passed a By-law deeming the lands surplus to the needs of the municipality in advance of the 'lame duck' period.

Expenditures:

A contract could be awarded by a 'Lame Duck' Council in excess of \$50,000 so long as the amount was included in the approved 2022 annual budget. However, the 'Lame Duck' Council would not be able to award a contract, if the amount of the tender or bid exceeds the amount included in the budget.

Emergencies:

Pursuant to Section 275(4)(4.1) which states that nothing in this section 275 of a 'lame duck' Council under the restrictions, there is nothing that prevents a municipality from taking any action in the event of an emergency within the Municipality.

Delegation of Authority:

Section 275(6) provides that the authority of a municipality can be delegated to a person or body prior to Nomination Day for the election of the new Council.

Determination of Restricted Act of Council- Lame Duck Position

In order to determine if Council is in a 'Lame Duck' position, the City Clerk will follow Section 275 of the Municipal Act, 2001 and advise Council at the first Committee of the Whole Meeting following August 22, 2022 (deadline for the Clerk to certify nominations) to determine if Council is now in a 'Lame Duck' position.

After Election Day, on October 24, 2022, if necessary, the City Clerk will report on the City's election results to determine if Council is in a 'Lame Duck' position. If there is a 'Lame Duck Council' declared, pursuant to Section 6 of the MEA, the Term of Office Commences for the newly elected Council on November 15, 2022 and the New Council is deemed organized when quorum of members have taken declaration of Office pursuant to section 232 of the Municipal Act, 2001, this will be done at the Inaugural Meeting of Council to take place on November 15, 2022.

At the Inaugural Meeting of Council, the By-law Delegating authority to the Chief Administrative Officer pursuant to Section 275 of the Municipal Act, 2001 in regards to

Restricted Acts will expire and the newly elected Council will be sworn in for the Corporation of the City of Kenora.

Budget: There are no Financial/Budget implications as a result of this report, however staff will endeavour to initiate as many capital projects as practical prior to the Nomination Day deadline.

Risk Analysis: There is a medium risk associated with this report. Should Council consider not adopting a delegation bylaw, there could be situations where the municipality could not continue with various land matters.

Communication Plan/Notice By-law Requirements: bylaw required

Strategic Plan or other Guiding Document:

- Municipal Elections Act, 1996, as amended
- Municipal Act, 2001, as amended
- There is Legislative Authority in Section 12 of the Municipal Elections Act, 1996 – a Clerk who is responsible for conducting an election may provide for any matter or procedures that is not otherwise provided for in an Act or regulation, and, in the Clerk's opinion, necessary or desirable for conducting the election.

The Corporation of the City of Kenora

By-Law Number ~~145-2010~~

A By-Law to Designate Authority to the Chief Administrative Officer during the Lame Duck Restrictions of Council Following the Nomination Day Provision

~~Whereas~~ Section 275 of the Municipal Act, 2001, as amended, provides that where three quarters (3/4) of the members of the outgoing Council of the municipality will not be returning, the following authorities of the Council will cease on Nomination Day (August 19, 2022): ~~Restricted Acts after Nomination Day outlines a number of restrictions for Municipal Councils; and~~

~~Whereas~~ ~~under Section 275 (3) the following restrictions will apply to Council of the Corporation of the City of Kenora as of September 10, 2010 and remain in effect until the swearing in of the new Council:~~

- (a) the appointment or removal from office of any officer of the municipality;
 - (b) the hiring or dismissal of any employee of the municipality;
 - (c) the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
 - (d) making any expenditures or incurring any other liability which exceeds \$50,000.
- 2001, c. 25, s. 275 (3); 2006, c. 32, Sched. A, s. 114 (1).; ~~and; and~~ and; and

~~Whereas~~ ~~it is deemed necessary and expedient to delegate some authority to the City Chief Administrative Officer in order that any necessary circumstances may be executed during this period; and~~

Whereas Section 23.1 of the Act states that Council is authorized to delegate certain powers and duties; and

Whereas Section 5 of the Act provides that a municipality's power shall be exercised by by-law;

Whereas the Council of the Corporation of the City of Kenora deems it expedient and necessary to delegate certain authorities for the restricted authority "Lame Duck" period, if it applies, between August 19, 2022 to November 14, 2022;

Now Therefore the Council of the Corporation of the City of Kenora hereby enacts as follows that:

1. That the Chief Administrative Officer is hereby delegated authority as the financial signing authority for expenditures, outside the current approved budgets, exceeding \$50,000.

2. That the Chief Administrative Officer is hereby delegated authority, including authority to execute the agreement of purchase and sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal.

3. That in the extended absence of the CAO the Clerk shall have the same authority as the CAO under this by-law.

4. Should delegated authority be exercised, the sifting Council shall be informed by way of an information report at the next regularly scheduled or special meeting called for this purpose.

This by-law shall be in force and effect upon passing only in the event that in one or both of the time periods Council, as determined by the Clerk, becomes "Lame Duck" and expire on November 15, 2022.

~~Whereas the City of Kenora Chief Administrative Officer has the authority to hire or dismiss any City employee that is not considered an officer of the municipality; and~~

~~Now Therefore the Council of the Corporation of the City of Kenora Hereby Enacts as follows:~~

- ~~1. That the City CAO be delegated the following authorities effective 10 September 2010:~~
 - ~~1) The appointment or removal from office of any officer of the municipality;~~
 - ~~2) The hiring or dismissal of any officer of the municipality; and~~

2.1. **That** this delegation of authority remains in effect until the swearing in of the new City of Kenora Council, following the ~~2010~~2022 municipal election.

3.2. **That** this By-Law shall come into force and take effect on final passing.

By-Law Read a First and Second Time This 19th Day of ~~August~~May,

~~2010~~22

By-Law Read a Third and Final Time This 19th Day of ~~May~~August, ~~2010~~22

The Corporation of the City of Kenora:

.....**Mayor**
~~Leonard P. Compton~~Daniel Reynard

.....**Deputy City Clerk**
Heather L. ~~Kasprick~~Pihulak



April 16, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services/City Clerk

**Re: Use of Corporate Resources for Election Purposes Policy
Amendment #CC-10-1**

Recommendation:

That Council adopts an amended Use of Corporate Resources for Election Purpose Policy #CC-10-1; and further

That Policy #CC-10-1 forms part of the City of Kenora Comprehensive Policy Manual; and further

That bylaw number 210-2010 be hereby repealed; and further

That three readings be given to a bylaw for this purpose.

Background:

Section 88.18 of the *Municipal Elections Act, 1996* as amended requires a municipality to establish rules and procedures with respect to the use of municipal or board resources, as the case may be, during the election campaign period. The *Municipal Elections Act, 1996* as amended establishes regulations governing campaign finance for candidates running in a municipal election. Section 88(8)(4) prohibits municipalities from making campaign contributions to municipal candidates.

The City Clerk is responsible for communicating the policy to members of Council, Candidates, Third Party Advertisers. Members of Council, Candidates, Third Party Advertisers and City staff are accountable to comply with this policy.

In accordance with the Municipal Elections Act, the City Clerk is authorized and directed to take the necessary action to give effect to this policy.

Nothing in this Policy shall preclude a Member of Council from performing their duties as Mayor or Councillor, nor inhibit them representing the interests of the constituents who elected them.

The policy expands from the existing policy which covered only members of Council of the current municipal Council, to all candidates and third party advertisers.

Budget: there is no budget impact to this policy change

Risk Analysis: there is a low risk associated with this report as the policy already complies with legislation, the policy elaborates the provisions of use of corporate resources and extends beyond existing members of Council

Communication Plan/Notice By-law Requirements: bylaw required

Use of Corporate Resources For Election Purposes Policy



Section	Date	By-law Number	Page	Of
City Council	November 18, 2010 May 17, 2022	210-2010	1	4
Subsection	Repeals By-Law Number	Policy Number		
Elections	210-2010	CC-10-1		

Policy Statement

The Municipal Elections Act (MEA), the Election Finances Act (Ontario), and the Canada Elections Act prohibit the Municipality from making contributions in any form to a Candidate or Registered Third Party.

All provisions contained within this policy shall serve to ensure the protection of freedom of expression while maintaining that:

- Corporate Resources shall not be used during an Election Period to promote or provide an unfair advantage to any Candidate, political party, constituency association, Registered Third Party, or a person or group supporting or opposing a question on a ballot;
- Members of Council shall not be precluded from performing their duties as an elected Official, nor inhibited from representing the interests of their constituents; and,
- Information and communication related to an election shall continue to be open and accessible to the public with content to be produced, and approved, by City of Kenora's Corporate Communications Division, in conjunction with the Clerk's Division

Purpose

The purpose of this policy is to create guidelines in the City of Kenora for all Candidates running for an elected office and Registered Third Parties during the Election Period and to establish parameters on the use of Corporate Resources for election related purposes. It further ~~clarify~~ clarifies that members of Council are required to follow the provisions of the *Municipal Elections Act, 1996* and that:

- No member shall use the facilities, equipment, supplies, services, staff or other resources of the municipality (including Councillor newsletters and Councillor budgets) for any election campaign or campaign related

activities.

- No member shall use the services of persons during hours in which those persons receive any compensation from the municipality.
- Current member(s) seeking re-election and who are so nominated, shall be authorized, following Nomination Day, to participate in activities on municipal property when so invited, provided all candidates nominated (for the offices of Mayor and Council) in the municipal election are also invited to participate. Otherwise, no member shall undertake campaign-related activities on municipal property during regular working hours.

Scope

This policy applies to all employees of the Municipality, Candidates, political parties, constituency associations, Registered Third Parties, and persons or groups supporting or opposing a question on a ballot, as well as anyone acting on their behalf.

Index

1. Definitions
2. Responsibilities
3. General Provisions
4. Corporate Resources – Technology
5. Corporate Resources – Communications
6. Corporate Resources – Municipal Facilities
7. Municipal Staff
8. Integrity Commissioner
9. Limitation

1.0 Definitions

1.1 Campaign(ing) means any activity by, or on behalf of a Candidate, political party, constituency association, Registered Third Party, or question on a ballot meant to elicit support during the Election Period. This does not include the appearance of elected officials, other candidates or their supporters, or registrants at an event in their personal capacity without the display of any signage or graphics which identify the individual as a candidate or registrant without the solicitation of votes.

1.2 Campaign Materials means any materials used to solicit votes for a Candidate(s) or question during the Election Period including, but not limited to, literature, banners, posters, pictures, buttons, clothing, or other paraphernalia. Campaign Materials include materials in all media, for example, print, displays, electronic radio or television, online including websites or social media.

1.3 Candidate means any person who has filed, and not withdrawn a nomination, in a municipal, school board, provincial or federal election or by-election, or a candidate seeking nomination for a political party. Where referred to in this Policy, the term Candidate can also be substituted to read political party, constituency association, Registered Third Party, or a person or group supporting or opposing a question on a

ballot.

1.4 Corporate Resource means items, staff, services, or resources which are the property of the Municipality of City of Kenora including, but not limited to: materials, equipment, vehicles, facilities, land, technology (computers, smartphones, tablets, etc.), intellectual property, images, logos, and supplies. Working hours, the time where the Municipality pays its employees to complete certain duties or tasks, is also considered to be a Corporate Resource.

1.5 Election Period means the official Campaign period of an election for:

• A municipal or school board election; the Election Period commences on the first day prescribed for the filing of nominations in accordance with the MEA and ends on voting day.

• A provincial or federal election; the Election Period commences the day the writ for the election is issued and ends on voting day.

• A nomination for a political party, the Election Period is the nomination contesting period as determined by the Party.

• A question on the ballot; the period commences the day Council passes a by-law to put a question to the electorate and ends on voting day.

• A municipal or school board by-election; the period commences on the first day nominations may be filed and ends on voting day.

1.6 Local Board has the same meaning as found in Section 1 of the Municipal Act, 2001.

1.7 MEA means the Municipal Elections Act, 1996, as amended, S.O. 1996, c. 32, Sched.

1.8 Municipal Facility/Building means any building or facility owned or operated by the City of Kenora.

1.9 Registered Third Party shall have the same meaning as "Registered Third Party" as found in section of the Municipal Elections Act, 1996 or the term "Third Party" as defined in section 1 of the Election Finances Act (Ontario) and Canada Elections Act, as the context requires.

2.0 Responsibilities

2.1 Candidates and Registered Third Parties to:

- Adhere to the guidelines and parameters established by this policy.

2.2 Municipal Clerk to:

• Administer this policy and provide any related procedures as deemed necessary or desirable for conducting an election.

2.3 Municipal Staff to:

• Ensure that Corporate Resources, as identified by this Policy, are not used for campaigning.

3.0 General Provisions

In accordance with the spirit and intent of the election related legislation,

3.1 Corporate Resources and funding shall not be used by a Candidate or Registered Third Party for Campaigning or election-related purposes.

3.2 This Policy also applies to an acclaimed Member or a Member not seeking reelection.

3.3 The Municipal Clerk is authorized, and directed to take the necessary action, to give effect to this Policy.

3.4 This Policy does not preclude a Member of Council from performing their duties as a Councillor, nor inhibit a Member of Council from representing the interests of their constituents.

3.5 Individuals who have questions about this Policy are encouraged to contact the City Clerk to obtain further clarification.

4 Corporate Resources –

Technology Further to Section 3.1 above, the following is provided for greater clarity when considering the use of corporate technology resources:

4.1 Members of Council are provided access to corporate information technology (IT) assets to fulfill their duties and responsibilities as an elected official but may not use those assets for Campaigning or the development of Campaign Materials. This includes, but is not limited to, functionality through municipally issued smartphones such as calendar, email, texts, etc.

4.2 Websites or domain names that are funded by the City of Kenora may not be used for campaigning. The Municipality's official election website or webpages will provide Candidate contact information, including a link to a Candidate's website, but shall in no way endorse any Candidate. Notwithstanding, a Candidate or Third Party Advertiser may provide a link to the Municipality's official election website or webpages in their campaign materials for electors to access additional information about the election and the voting process.

4.3 Once a Member of Council registers to be a Candidate, any links from a Municipal website or social media account to his or her website or social media pages will be removed from the Municipality's webpages if the Member's website or social media page contains or will contain Campaign Material.

Notwithstanding the foregoing, information contained on the "Personal Information Release Form - Candidate Consent", as part of the nomination process, may be included on the City of Kenora Elections webpage(s).

4.4 During the election period, Mayor and Council biographies on the Municipal website shall be reduced to council-related contact information only.

4.5 The Municipality's voicemail system shall not be used by Candidates to record campaign-related messages nor shall the computer network, including the email system, be used to distribute campaign-related correspondence.

5.0 Corporate Resources – Communications

Further to Section 3.1 above, the following is provided for greater clarity when considering the use of corporate communication resources:

5.1 Members of Council may not use Council portraits funded by the Municipality, either as a corporate or Member expense, in Campaign Materials.

5.2 Photographs produced for, and owned by, the Municipality may not be used for any election purposes.

5.3 Candidates or Registered Third Parties may not print, distribute, or make reference to any of the Municipality's email addresses, telephone numbers, or facility addresses on any Campaign Materials.

Notwithstanding the foregoing, Candidates or Registered Third Parties may provide the election telephone number, election email address, or a link to the Municipality's official election website or webpages in Campaign Materials for electors to access additional information about the election and the voting process (see also Section 4.2).

5.4 The Clerk may develop and distribute information through various means for the purpose of advising and educating electors. Candidates or Registered Third Parties are permitted to promote and distribute election information provided by the Clerk, provided that such information is not modified in any way.

5.5 The Municipality's logo, crest, coat of arms, and slogans, or any other images or illustrations or videos owned or under the jurisdiction of the Municipality, may not be used in any Campaign Materials. As per the Use of Corporate Logo Policy or any related material shall not be available for use as of January 1st in a regular municipal election year.

Notwithstanding the foregoing, Candidates or Registered Third Parties may capture their own photos of Municipal property for use in Campaign Material, provided the photo is taken from a publicly accessible area, and does not contain a Municipal sign, logo, crest, coat of arms or slogan in the background.

5.6 Distribution lists or contact lists developed utilizing Corporate Resources and in the custody and control of the Municipality shall not be utilized for election purposes.

5.7 The following shall be discontinued for Members of Council from the day prior to Nomination Day in a municipal election year to Voting Day:

- All printing, high speed photocopying and distribution, including printing and general distribution of newsletters unless so directed and approved by Council, and
- The ordering of business cards and stationery.

5.9 Members of Council may not:

- Print, post or distribute any material paid by municipal funds that illustrates that a Member of Council or any other individual is registered in any election or where they will be running for office,
- Profile (name or photograph), or make reference to, in any material paid by municipal funds, any individual who is registered as a candidate in any election,
- Print or distribute any material using municipal funds that makes reference to, or contains the names or photographs, or identifies registered candidates for municipal elections (minutes of Council and Committee meetings are exempt from this policy).

5.10 Municipal resources that have been published to the Municipal website (e.g., strategic plans, staff reports, minutes, agendas, press releases) may be linked on Candidate and Registered Third Parties' websites, but may not be housed on the candidate website, and may not be taken out of context/modified/reproduced for use in any campaign related material.

5.11 Messages posted to the Municipal social media accounts (including Facebook and Twitter) may be shared in the case of Facebook or re-tweeted on Twitter by a candidate to their personal or campaign social media accounts using social media official channels and not partially reproduced.

6.0 Corporate Resources - Municipality Facilities/Buildings

Further to Section 3.1 above, the following is provided for greater clarity when considering the use of Municipal Facilities/Buildings, including Municipality owned or leased lands, as Corporate Resources:

6.1 Any Candidate may attend any public Standing Committee, Advisory Committee or Council meeting; however, they shall not use this forum to speak on, or address, any matter relating to their Campaign.

6.2 Candidates or Registered Third Parties are prohibited from renting space (e.g., a booth) as part of a Municipally organized event.

6.3 All Candidates and Registered Third Parties must adhere to the provisions set out in any other Municipal Policies pertaining to Municipal Facilities/Buildings.

6.4 Members of Council, Registered Third Parties, and Candidates may not use their constituency office, municipal or any municipally provided facilities for any election related purpose, which includes the display of any campaign-related signs in the

window or on the premises, as well as the display of election-related material in the office.

6.5 Campaigning and the distribution or display of campaign material is not permitted in any municipal, on municipal land, or at municipal event including any municipal or board meeting.

6.6 Candidates or Registered Third Parties are prohibited from using a Municipal Facility/Building as a campaign office.

6.7 The rental, to candidates or Registered Third Parties of advertising space on arena boards and lobby monitors, or any other municipal social media site, is prohibited.

Notwithstanding,

- Section 6.5 does not prohibit the erection of a temporary election or campaign signs on municipal land in accordance with the Municipality's Election Sign Bylaw.

- Campaigning on public sidewalks and highways is permitted, provided that it is in compliance with prevailing legislation and Municipal by-laws.

- Sections 6.4 and 6.5 do not prohibit a candidate or external organization or Registered Third Party from renting space within a municipal facility/building (other than City Hall, City of Kenora Library facilities and the Museum/Art Centre Buildings) for election related purposes. If a municipal facility/building is rented, campaigning and the distribution or display of campaign materials is only permitted during the rental period and only within the rented area. This exception does not apply to Section 6.6.

- Vehicle and/or mobile signs may be displayed as per the Municipality's Election Sign By-law.

7.0 Municipality Staff

7.1 In accordance with the City's Employee Conduct Policy #HR-2-1, sets out the rules for participation in political activities by staff.

7.2 ~~(b)~~ Staff shall not canvass or actively work in support of a municipal candidate or party during normal working hours unless they are on a leave of absence without pay, lieu time, float day, or vacation leave;

8.0 Integrity Commissioner

8.1 The City's appointed Integrity Commissioner is considered to be a Corporate Resource.

8.2 Members of Council shall not use the services of the Municipality's Integrity Commissioner during the Election Period for the purposes of seeking advice related to their Campaign.

Application

~~This policy is applicable to all members of municipal Council.~~

Specific Policy

~~That, in accordance with the provisions of the *Municipal Elections Act*:~~

~~(a) Corporate resources and funding shall not be used for any election-related purposes;~~

~~(b) Staff shall not canvass or actively work in support of a municipal candidate or party during normal working hours unless they are on a leave of absence without pay, lieu time, float day, or vacation leave;~~

Use of Corporate Resources For Election Purposes Policy

Policy Number	Page	Of
CC-10-1	2	4

~~(c) Members of Council shall not use their constituency office, or any municipally-provided facilities for any election-related purposes, which includes displaying of any campaign related signs in the window or on the premises, as well as displaying any election-related material in the office;~~

(d) The Budgets for Members of Council for the period January 1 to Election Day in a municipal election year be restricted to 1/12ths of the approved annual budget amount with the provision that subsequent to election day:

- New Members of Council be allocated a budget equal to 1/12th of the approved budget amount for the month of December; and
- Re-elected Members of Council have available to them the balance of funds remaining as of Election Day;

~~(e) The following be discontinued for Members of Council from the day prior to Nomination Day in a municipal election year to Election Day:~~

- ~~• all forms of advertising, including in municipal publications;~~
- ~~• all printing, high speed photocopying and distribution, including printing and general distribution of newsletters unless so directed and approved by Council;~~
- ~~• the ordering of office furniture and furnishings, except those of an emergency nature, as well as no movement of furniture and furnishings; and~~

- ~~• the ordering of stationery;~~

~~(f) Members of Council shall not deliver any unsolicited material outside their existing ward, if and where Wards exist, where the printing and/or distribution costs are paid by the municipality. Care should be taken to ensure that the mailing of newsletters be restricted to the member's ward only (with accommodation made for the normal spillage associated with Canada Post postal walks). This recommendation to be effective not only during an election year but at all times;~~

Use of Corporate Resources For Election Purposes Policy

Policy Number	Page	Of
CC-10-1	3	4

~~(g) Members of Council shall not:~~

- ~~• print or distribute any material paid by municipal funds that illustrates that a Member of Council or any other individual is registered in any election or where they will be running for office;~~
- ~~• profile (name or photograph), or make reference to, in any material paid by municipal funds, any individual who is registered as a candidate in any election;~~
- ~~• print or distribute any material using municipal funds that makes reference to, or contains the names or photographs, or identifies registered candidates for municipal elections; and that Minutes of municipal Council and Committee meetings be exempt from this policy; and~~
- ~~• enter into joint ventures using municipal funds outside their existing wards, if and where Wards exist, from September 25 to Election Day, in the year of a municipal election, unless specifically approved by Council. At all other times a signed agreement between Ward Councillors is required;~~

~~(h) Members of Council are responsible to ensure that the content of any communications material, including printed material such as newsletters, advertising, etc. funded by the municipality for the operation of each Councillor's Office, is not directly election-related;~~

~~(i) Web sites, domain names, or e-mail addresses that are funded by the municipality shall not include any election-related campaign~~

~~material/advertising/or contact information;~~

~~(j) Members of Council shall not use the municipality's voice mail system to record election related messages;~~

~~(k) Members of Council shall not use the City Corporate Logo for any purpose associated with their campaign and/or advertising;~~

~~(l) The above recommendations also apply to an acclaimed Member or a Member not seeking re-election; and~~

Use of Corporate Resources For Election Purposes Policy

Policy Number	Page	Of
CC-10-1	4	4

~~That the Municipal Clerk be authorized and directed to take the necessary action to give effect to this policy.~~

9.0 Limitation

Nothing in this Policy shall preclude a Member of Council from performing their job as a Councillor, nor inhibit them from representing the interests of the constituents who elected them.

~~This policy is subject to the exception of Members' actions associated with fulfilling their normal and ongoing representative roles as Members of Council (such as attending annual or regular scheduled events), up until the official end of the term they are serving.~~

Effective Date

This policy shall become effective immediately upon approval by municipal Council.

Authority

It is necessary to establish guidelines on the appropriate use of corporate resources during an election period to protect the interests of both the Members of Council and the Corporation. The *Municipal Elections Act, 1996* prohibits a municipality from making a contribution to a candidate. The Act also prohibits a candidate, or someone acting on the candidate's behalf, from accepting a contribution from a person who is not entitled to make a contribution.

As a contribution may take the form of money, goods or services, any use by a Member of Council of the Corporation's resources for his or her election campaign would be viewed as a contribution by the municipality to the Member, which is a violation of the Act.



May 3, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Lajeunesse, Enforcement Services Manager

Re: Amend Parking Lots and Structure Bylaw - Keewatin Arena, South Harbourfront, Keewatin Boat Launch and Park Street Lots

Recommendation:

That Council hereby approves amendments to Schedule "A" of the Parking Lots and Structures By-Law to amend "Lot C", "Lot E", "Lot S" & "Lot W"; and further

That Council gives three readings to a new Parking Lots and Structures bylaw to include these amendments and consolidate any previous amendments; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to give three readings to a new Parking Lots and Structures Bylaw at its May 17, 2022 meeting to reflect these changes outlined in Schedule "A"; and further

That By-law Numbers 82-2018, 50-2019, 42-2021, 61-2021 and 81-2021 are hereby repealed.

Background:

Administration from several City divisions met to discuss various parking areas in anticipation of the approaching busy summer months when the demand for parking increases in all areas of the City. The 2021 summer season was reviewed and some changes were suggested to maximize parking options and rectify any issues experienced from previous seasons. The recommended changes affect the following parking lots:

Keewatin Arena Parking Lot

There have been issues related to this lot regarding maximization of use. In order to use this lot most effectively it makes sense to have vehicle with trailer parking spaces in front of the arena and closer to the boat launch where they can be best accommodated, similar to Lot 5 at the Kenora Recreation Centre. Along the side of the arena next to the water's edge there are over 35 painted single vehicle stalls which cannot be used for vehicles with trailers and would best accommodate single vehicles only. Currently the lot has no specific areas outlined by signage for vehicles with trailers and single vehicles, resulting in a mix of the two in the front lot when ideally these large spaces should be used for vehicles with trailers and single vehicles could park alongside the water's edge in the smaller spaces. At times when the front lot becomes too full to accommodate anymore vehicles with trailers, launch users become frustrated and will sometimes park alongside the building and water's edge with their trailers, parallel to the building, and across these single stalls, taking up many of these single parking spaces. Historically the back lot hasn't been utilized to its full capacity and we are in the process of ordering signage to direct any additional vehicles with trailers to the back lot when the front lot is full. Signage has been ordered for the Front, Side and Back lots of the

Keewatin Arena to make it clear which vehicles are permitted in which areas. Bylaw officers will be enforcing all regulations in the lot.

Lot “C” **Front Street, Keewatin Arena Parking Lot**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner’s expense)

Fees: Front Lot #1: See Below
Front Lot #2: See Below
Side Lot #3: See Below
Back Lot #4: See Below

November 1st to April 30th: Nil

May 1st to October 31st:

Daily:

2 hours and less Free

Over 2 hours \$4.43 plus applicable taxes

Overnight: \$7.08 plus applicable taxes

*Maximum 4 nights per visit

Special Regulation: Front Lot #1 - Vehicles with trailers only permitted
Front Lot #2 - Vehicles in excess of 6.7 metres not permitted
Side Lot #3 – Vehicles in excess of 6.7 metres not permitted
Back Lot #4 – Vehicles with trailers only permitted
No refunds for unused parking

South Harbourfront Lot

There have been issues related to this lot during busy summer seasons with respect to special events taking place on the Harbourfront. This lot is a combined use of monthly leased parking and daily parking, with no assigned spaces (other than the long term reserved). During the busy special events months of July and August, this lot is utilized heavily for day parking by those attending events, and during high volume events, the capacity with day parking affects the leased parking. For example, on Farmer’s Market Wednesdays, if a leased space customer leaves their spot during their lunch break from work, the spot is often not available to come back to resulting in some frustrated customers who pay monthly to have their guaranteed spaces. Often to even find another alternative spot downtown during market day is an issue. As a result, we have had bylaw students, or a full time officer on site for the day monitoring this lot, with a barricade, to ensure that there are enough leased spaces for those that pay for them, so should they leave and come back their space is still available. Often staff will hold spaces open anticipating a leased customer coming but may not be using the space that day. The staff undergo verbal abuse from those still trying to access the lot for day parking, and have even had aggressive drivers try to drive around the barricade. To alleviate these ongoing issues during the busiest months, it is being recommended that there be no monthly leased parking available in the lot for the months of July and August, which will also free up more day parking downtown during these busy months. Long term lease customers will have the option of taking a leased space in the Park Street lot as an alternative, or can pay the daily rate if they still wish to park in the South Harbourfront lot or elsewhere downtown. This change will not affect the grandfathered reserved spaces, which are individually signed within the lot.

Lot “E” **Kenora Harbourfront South Parking Lot**

Control: By-Law Enforcement Officer

City Designated Towing Company (at owner's expense)

Fees: \$1.00 per hour
Overnight Parking \$7.00 per day plus applicable taxes
(8 spots only)
Monthly \$70.00 plus applicable taxes

Special Regulation: No monthly leased parking for July and August
No overnight parking between 2:00 a.m. and 6:00 a.m.
(except as noted above)

Keewatin Boat Launch Parking Lot

This is the boat launch area at the location of the old boat lift (end of Government Road), of which can be used to launch on either Lake of the Woods or the Winnipeg River. Currently this lot is free daily parking, and no overnight parking is permitted. It is presumed that some launch users are now going to this location instead of the Keewatin Arena to launch on the Lake as it is free parking rather than paying the \$5.00 fee at the arena. This is also the only public launch available to access the River. To be consistent with what has been implemented at other public boat launches in the City that have parking, it is being recommended to introduce the \$5.00 flat rate daily parking fee at this lot. A parking kiosk paystation has been ordered and once it has been placed with appropriate signage the fee will take effect. Overnight parking will still not be permitted in this lot. Bylaw officers will be enforcing these regulations related to day and overnight parking.

Lot "S" Keewatin Boat Launch Parking Lots

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Daily: \$4.43 plus applicable taxes

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Park Street Parking Lot

In April 2021 there was an amendment made to this lot to allow free parking during evenings and weekends. Initially the amendment reflected that leased parking was only offered Monday-Friday from 7:00 a.m. – 6:00 p.m. and free weekday evenings from 6:00 p.m. to 7:00 a.m. and on weekends during the day and evening. Following this amendment there was a gap in communication internally as to which staff member was to order signage for this lot and it wasn't realized until later in the summer that the signage reflecting the changes was not updated. Staff agreed to revisit prior to the 2022 summer season to ensure the signage was in place to reflect the free parking. When we discussed recently it was determined that the leased parking should be available beginning at 6:00 a.m. rather than 7:00 a.m. during the weekdays to ensure that assigned spaces were available to lease customers when they arrive for work in the morning, knowing that some workplaces have staff that begin work prior to 7:00 a.m. The recommendation is only to make this change in time. Signage has been ordered to reflect the free parking and will be placed accordingly.

Lot "W" Park Street Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: \$50.00/month plus applicable taxes, leased parking Monday-Friday 6:00 a.m. – 6:00 p.m.

Special Regulation: No fees payable Monday-Friday evenings (after 6 p.m.) or overnight. Free overnight parking permitted Monday- Friday (between 6:00 p.m. and 6:00 a.m. the following day) and all day Saturday and Sunday.

Budget: Additional revenues from the implemented fee at the Keewatin Boat launch lot would increase general operating revenues for the Community Services department. Upfront costs to implement are the purchase of a parking kiosk and applicable signage for the Keewatin Boat Launch lot. Other costs include the purchase of signage for the Keewatin Arena lot and updated signage for the Park Street Lot.

Risk Analysis: There is a moderate financial risk associated with this change particularly with the amendment to Lot "S" charging for daytime parking. There is a low governance risk which can possibly be mitigated through proactive communication with the public and South Harbourfront lease customers.

Communication Plan/Notice By-law Requirements: Bylaw Number 82-2018 amendment. Notice of Council decision to be circulated to Bylaw Enforcement, Communications, Community Services. Further public notice is recommended.

Strategic Plan or other Guiding Document:

Charting our Course 2027 Strategic Plan

2.1(c) Implement tourism initiatives to enhance visitor rates and experiences

4.1 Modernize City service provision to improve "customer" experiences

The Corporation of the City Of Kenora

By-Law Number ~~82-2018~~ 48 - 2022

A By-Law to Establish and Regulate Parking Lots and Structures Within The City Of Kenora

Whereas Section 11(8) of the Municipal Act, 2001, as amended authorizes the Councils of municipalities to pass by-laws with respect parking, except on highways, and included municipal parking lots and structures; and

Whereas it is deemed necessary and expedient to adopt a by-law under Section 11(8) for the purpose of establishing, laying out and improving land, buildings, and structures where vehicles may be parked, and for erecting buildings or structures for or in connection with the parking of vehicles in, on or under any land vested for any purpose in a municipality, and for leasing such land, buildings or structures, and for regulating, supervising and governing the parking of vehicles therein or thereon; and

Whereas it is advisable and expedient to designate and establish the lands hereinafter described as municipal parking lots of the City of Kenora and that provision be made for regulating, supervising and governing the parking of vehicles therein; and

Whereas it is deemed necessary and expedient for the installation of meters or other mechanical devices for controlling the parking of vehicles, for charging fees for parking and for prohibiting and limiting the right or parking; and

Whereas due to the municipality establishing a parking lot or lots, buildings or structures at the expense of all the ratepayers of the municipality, the City of Kenora has established a Parking Lot Reserve for the purpose of depositing therein the net revenue derived from the operation of all parking facilities operated by or on behalf of the municipality or leased by or on behalf of the municipality for parking purposes, including parking meters on highways; and

Whereas the lands referred to herein have been vested in the Corporation of the City of Kenora;

Now Therefore the Council of the Corporation of the City of Kenora hereby enacts as follows:

Definitions

1.0 In this By-law,

- (a) "Authorized Sign" means any sign or any other device placed or erected on a parking lot under the authority of municipal by-law and authorized by the City of Kenora for the purpose of regulating traffic;
- (b) "Automated Pay Station" means an electronically controlled device together with its support, erected to control and regulate the parking of a vehicle in an individual parking space;
- (c) "By-Law Enforcement Officer" means Police Officer, By-Law Enforcement Officer or Municipal Law Enforcement Officer empowered to enforce this By-Law;

- (d) "City" means the Corporation of the City of Kenora, or when referring to geographic area, the City of Kenora;
- (e) "Improper Parking" means parking a vehicle outside of the stall that has been designated by lines marked on the pavement in a parking lot or structure;
- (f) "Obstruct Traffic" means to park or stop a vehicle in such a manner that it interferes with the normal flow of traffic;
- (g) "Prohibited Parking" means a location where parking is forbidden by the use of approved signs;
- (h) "Vehicle" means a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle, the cars of electric or steam railways running only upon rails.
- (i) Veteran's License Plate means a provincial license plate issued to a vehicle owned by, _____ and registered to a Canadian Veteran, and in which, at the time of parking, the Veteran _____ was an occupant therein.

Formatted: Indent: Left: 0", Hanging: 0.5"

Designation of Lots/Structures

2.0 The lands shown as parking lots on the maps attached hereto and forming part of this by-law are hereby established and designated as municipal parking lots of the City of Kenora:

- Lot "A" Anicinabe Park Boat Launch Parking Lot**
- Lot "B" Chipman Street Parking Lot**
- Lot "C" Front Street - Keewatin Arena Parking Lot**
- Lot "D" Bernier Drive - Harbourfront North Lot**
- Lot "E" Kenora Harbourfront South Lot**
- Lot "F" Lakeview Drive Parking Lot**
- Lot "G" Matheson Street South - Kenora Parkade**
- Lot "H" Water Street - Court House Parking Lot**
- Lot "I" McLeod Park**
- Lot "J" City Hall**
- Lot "K" Kenora Recreation Centre
Front & Rear Parking Lot - Boat Launch**
- Lot "L" Kenora Recreation Centre Long Term Parking**
- Lot "M" Millenium Park (A & W Ball Field)**
- Lot "N" Jaffray Melick Ball Field**
- Lot "O" Portage Bay Recreation Area**
- Lot "P" Garrow Park**
- Lot "Q" Keewatin Beach**

Lot “R”	Norman Park
Lot “S”	Keewatin Boat Launch Parking Lots
Lot “T”	McClellan Avenue Parking Lot
Lot “U”	Kenora Public Library
Lot “V”	Discovery Centre
Lot “W”	Park Street Parking Lot
Lot “X”	First Avenue South-Coney Island Resident Parking Lot
Lot “Y”	<u>Anicinabe Park Boat Launch Overflow Parking Lot</u>

Regulation

3.0 The municipal parking lots shall be subject to the user fees and other regulations set out in Schedule “A” attached hereto.

Special Regulation – Veteran’s Plate Parking

3.1 A vehicle displaying a Canadian Veteran’s license plate in accordance with the definition contained in this by-law shall be exempt from the provisions of “municipal parking lot fees” as set out in Schedule “A”.

Payment of Fees

4.0 No person shall park a vehicle in a municipal parking lot unless the fee prescribed has been paid.

4.1 Where parking tickets are obtained from an automated pay station, the ticket will display the date of purchase and the time of expiry.

4.2 Parking tickets from an automated pay station shall be displayed on the dash of the vehicle so that it can be clearly seen by a By-Law Enforcement Officer.

4.3 Vehicles parking in a lot controlled by an automated pay station will be in contravention of this by-law if the vehicle remains parked beyond the time or date shown on the parking ticket.

4.4 In any lot or portion thereof where monthly rental arrangements are permitted, no person shall park any vehicle unless she/he has made the following arrangement with the City:

- (a) All persons having monthly parking privileges in any lot governed by this by-law shall display an approved and valid parking permit, issued by the City, prominently in the lower right front window of the vehicle;
- (b) Monthly parking tickets must be purchased in advance.

4.5 Permits - Lost parking permits will result in a non-refundable \$2.00 replacement fee.

Collection of Parking Fees

5.0 Where parking meters are not provided for collecting the fee charged for parking on any parking lot or in any structure, the City may employ an attendant or provide such other means of controlling such parking lot as the Council may deem necessary and expedient including, but without restricting the generality of the foregoing, mechanical gates and mechanical ticket issuers.

Parking Spaces

- 6.0 The municipal parking lots, or portions thereof, may be divided by painted markings or otherwise into individual parking spaces.
- 6.1 Where parking spaces have been designated, no person shall park any vehicle except within such spaces, and only in such fashion so that the entire vehicle is parked within the allocated space.

General Regulations

- 7.0 No owner or driver of a vehicle shall allow such vehicle to remain unattended on any parking lot unless it is locked in such a manner as to prevent its operation by any person not authorized by the owner or driver in charge of such vehicle.
- 7.1 No person shall enter a municipal parking lot for any purpose with a vehicle or combination of vehicles or trailers with an overall length of more than 6.7 metres unless such overlengthed vehicles are permitted by the regulations.
- 7.2 No person shall operate a vehicle in any parking lot at a greater speed than 20 kilometres per hour.
- 7.3 No person shall stand or park a vehicle upon any municipal parking lot for the purpose of:
 - 1) displaying it for sale;
 - 2) washing, servicing or repairing such vehicle except repairs necessitated by an emergency.
- 7.4 No person shall park a vehicle in a parking space designated for disabled persons unless a currently valid Accessible Parking Permit has been issued to that person, organization or to a passenger being picked up or transported in the vehicle and such permit is displayed on or in the vehicle in accordance with the requirements of the *Highway Traffic Act*, the regulations made hereunder and this By-law.
- 7.5 A By-Law Enforcement Officer for the purposes of enforcing the provisions of this By-law, or of any other By-law or regulation of the City of Kenora respecting the parking of vehicles, may make or place a temporary mark upon a vehicle which is parked on a municipal parking lot.
- 7.6 The provisions of this By-law prohibiting or regulating parking shall not apply to:
 - 1) vehicles of any law enforcement agency having jurisdiction to act in the City of Kenora;
 - 2) vehicles of or employed by the City of Kenora;
 - 3) ambulance or other emergency vehicle.
 - 4) any vehicle where an emergency reasonably prevents removal of the vehicle.
- 7.7 No person shall deposit or cause to be deposited in any parking meter any slug, device, thing or metallic substitute of a coin.
- 7.8 No person shall park a vehicle or permit any vehicle registered in his name to be parked in any parking space in an area designated as a Parking Meter Zone when the parking meter governing the said parking space has been covered.

Snow Removal

8.0 When and so often as it shall become necessary to remove snow from the said parking lots, the City may cause to be placed upon such parking lots, signs indicating that parking thereon is prohibited and such signs shall remain on the said parking lots until such snow shall have been removed. It shall be an offence to park a vehicle upon the said parking lots while any such sign is in position therein or, where such sign indicates the time when such parking will be prohibited, during the time of such prohibition. The provisions of this Section shall not apply to any vehicle parked on such parking lots before the placing of such signs.

Events

9.0 When special events or displays occupy a parking lot, the City may cause to be placed upon such parking lots, signs or devices that parking thereon is prohibited or restricted and such signs shall remain on the said parking lots as required for the duration of the event. It shall be an offence to park a vehicle upon the said parking lots while any such sign is in position therein or, where such sign indicates the dates and time when such parking will be prohibited, during the time of such prohibition. A reasonable effort will be made to contact owners of vehicles parked during and after the placement of signs; failing which, the City will order removal of the vehicle from the parking lot.

Offences

10.0 Any person who contravenes any of the provisions of this by-law is guilty of an offence and upon conviction is subject to a penalty in accordance with the *Provincial Offences Act*.
10.1 The owner of a vehicle that is parked, in contravention of this by-law is guilty of an offence and on conviction is liable to a fine in the same amount as that to which the driver is liable for so parking such a vehicle unless the owner proves to the satisfaction of the Court that at the time of the event, the motor vehicle was in the possession of someone other than the owner without the owner's consent, express or implied.

Effective Date

11.0 This by-law shall come into force upon the final passing thereof.

Repeal

12.0 That By-Law Number ~~82-201866-2006~~ and all amendments and consolidations of it shall be repealed on the date that this By-law comes into force and affect.

By-law read a First and Second Time this 17⁹th day of ~~June~~May, 2022~~18~~48

By-law read a Third and Final Time this 17⁹th day of ~~June~~May, 2022~~18~~48

The Corporation of the City of Kenora:-

~~David S. Canfield~~Daniel Reynard, Mayor

Heather L. ~~Kasprick~~Pihulak, City Clerk

Formatted: Font: 2 pt

Formatted: Font: 8 pt

Schedule "A"

By-Law Number ~~82~~ 2018 48-2022
City of Kenora

Parking Lot Fees & Regulations

Lot "A" Anicinabe Park - Boat Launch Parking Lot

Control: ~~Park Operator~~By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: ~~Daily: \$4.43 plus applicable taxes~~Free Daily Parking
~~Overnight: \$7.00 plus applicable taxes~~
~~Weekly: \$35.00 plus applicable taxes~~
~~Monthly: \$130.00 plus applicable taxes~~

Special Regulation: Vehicles in excess of 6.7 metres are permitted
No Parking permitted between ~~10:30~~4:00 p.m. and 6:00 a.m.~~without a Valid Permit~~
No refunds for unused parking

Lot "B" Chipman Street Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Monthly \$49.60 plus applicable taxes

Special Regulation: Leased spaces

Lot "C" Front Street, Keewatin Arena Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Front Lot #1: See Below
~~Front Lot #2: See Below~~
~~Side Lot #3: See Below~~
Back Lot #~~4~~2: -See Below

November 1st to April 30th: Nil

May 1st to October 31st:

~~Daily: \$4.43 plus applicable taxes~~
~~Overnight: \$7.08 plus applicable taxes~~
~~*Maximum 4 nights per visit \$7.00 plus~~
~~applicable taxes~~
~~Weekly: \$35.00 plus applicable taxes~~

Monthly: _____ \$130.00 plus applicable taxes
Seasonal: _____
_____ \$390.00 plus applicable taxes

Formatted: Indent: Left: 2.5", Hanging: 2"

~~Parking vouchers shall be available from the Recreation Centre, and shall be placed face up on the front dashboard.~~

Special Regulation: ~~Vehicles in excess of 6.7 metres are permitted~~ Front Lot #1 – Vehicles with trailers only permitted
Front Lot #2 – Vehicles in excess of 6.7 metres not permitted
Side Lot #3 – Vehicles in excess of 6.7 metres not permitted
Back Lot #4 – Vehicles with trailers only permitted
No refunds for unused parking

Lot "D" Bernier Drive, North Harbourfront Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Monthly \$68.00 plus applicable taxes

Special Regulation: Leased spaces

Lot "E" Kenora Harbourfront South Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: \$1.00 per hour
Overnight Parking \$7.00 per day plus applicable taxes (8 spots only)
Monthly \$70.00 plus applicable taxes

Special Regulation: No monthly leased parking for July and August
No overnight parking between 2:00 a.m. and 6:00 a.m. (except as noted above)

Lot "F" Lakeview Drive Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Monthly \$49.60 plus applicable taxes

Special Regulation: Leased spaces

Lot "G" Matheson Street South, Kenora Parkade

Control: By-Law Enforcement Officer

City Designated Towing Company (at owner's expense)

Fees: Monthly \$49.60 plus applicable taxes

Lot "H" **Water Street, Court House**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: As per Agreement with Museum Board

Lot "I" **McLeod Park**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: No Fee

Special Regulation: 3 hour maximum
No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "J" **City Hall**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: No Fee – Maximum 15 minute customer parking

Special Regulation: No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "K" **Kenora Recreation Centre Front & Rear Parking Lot – Boat Launch**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Lot 1, 2, 3, 4: Free four (4) hour parking
Lot 5 & 7: ~~\$1.00 per hour~~ 5.00 per day
_Monthly \$75.00 plus applicable taxes

Formatted: Font: Bold
Formatted: Font: Bold

Monthly passes purchased from the Kenora Recreation Centre

Special Regulation: Lot 1, 2, 3, 4 – Vehicles in excess of 6.7 metres not permitted
Unless otherwise designated during a special event.
Lot 5 – Vehicles with trailers only permitted
Lot 7 – Vehicles in excess of 6.7 metres not permitted
Vehicles in excess of 6.7 metres are permitted
No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "L" Kenora Recreation Centre Long Term Parking (Lot 6)

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Overnight: \$7.~~0800~~ plus applicable taxes
Weekly: \$35.~~4000~~ plus applicable taxes
Monthly: \$132.~~740.00~~ plus applicable taxes
Seasonal: \$389.~~3890.00~~ plus applicable taxes

~~Parking vouchers shall be available from the Recreation Centre, and shall be placed face up on the front dashboard~~
Seasonal passes purchased from the Kenora Recreation Centre

Special Regulation: Vehicles in excess of 6.7 metres are permitted
No refunds for unused parking

Lot "M" Millenium Park (A & W Ball Field)

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "N" Jaffray Melick Ball Field

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "O" Portage Bay Recreation Area

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "P" Garrow Park

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot “Q” **Keewatin Beach**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot “R” **Norman Park**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Free Daily Parking

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot “S” **Keewatin Boat Launch Parking Lots**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: ~~Free Daily Parking~~ Daily: \$4.43 plus applicable taxes

Special Regulation No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot “T” **McClellan Avenue Parking Lot**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: As per coin parking permit system \$1.00 per hour

Special Regulation: No fees payable between 6:00 p.m. and 9:00 a.m.
No fees payable Sundays or Public Holidays

Lot “U” **Kenora Public Library Parking Lot**

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: As per meter parking system \$1.00 per hour

Special Regulation: 3 hour maximum
No overnight parking between 2:00 a.m. and 6:00 a.m.

Lot "V" Discovery Centre Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: No Fee

Special Regulation: 4 hour maximum

Lot "W" Park Street Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: ~~\$50.00/month plus applicable taxes, leased parking Monday-Friday
6:00 a.m. – 6:00 p.m. As per coin parking permit system \$1.00 per hour~~

~~Paid valid ticket must be displayed face up on dash displaying fees paid~~

~~Overnight Parking \$7.00 per evening (between 6:00 p.m. and 9:00 a.m. the following day) plus applicable taxes~~

~~Monthly \$50.00 plus applicable taxes~~

Special Regulation: ~~No fees payable Sundays or Public Holidays Monday-Friday evenings
(after 6 p.m.) or overnight. Free overnight parking permitted Monday-
Friday (between 6:00 p.m. and 6:00 a.m. the following day) and all day
Saturday and Sunday.~~

Lot "X" First Avenue South-Coney Island Resident Parking Lot

Control: By-Law Enforcement Officer
City Designated Towing Company (at owner's expense)

Fees: Monthly leased parking only
Monthly \$50.00 plus applicable taxes

Special Regulation: Coney Island Residents Only

Lot "Y" Anicinabe Park Boat Launch Overflow Parking Lot

Control: By-Law Enforcement Officer

_____ City Designated Towing Company (at owner's expense)

Fee: _____ Free Daily Parking

Special Regulation: _____ No overnight parking between 2:00 a.m. and 6:00 a.m.

Fees:

Front Lot #1: See Below

Back Lot #2: See Below

Side Lot #3: See Below

Back Lot #4: See Below

November 1st to April 30th: Nil

May 1st to October 31st:

Daily:

2 hours and less: Free

Over 2 hours: \$4.43 plus applicable taxes per day

Overnight: \$7.08 plus applicable taxes

*Maximum 4 nights per visit

Special Regulation:

Front Lot # 1 - Vehicles with trailers only permitted

Front Lot # 2 - Vehicles in excess of 6.7 metres not permitted

Side Lot # 3 - Vehicles in excess of 6.7 metres not permitted

Back Lot # 4 - Vehicles with trailers only permitted

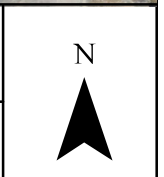
No refunds for unused parking



Location:
**Front Street - Keewatin
Arena Parking Lot**

By-Law #:
48-2022

Lot:
C





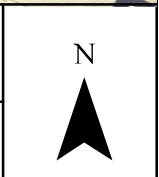
Fees:
\$1.00 per hour
Overnight Parking \$7.00 per day plus applicable taxes (8 spots only)
Monthly \$70.00 plus applicable taxes

Special Regulation:
No monthly leased parking for July and August
No overnight parking between 2:00 a.m. and 6:00 a.m. (except as noted above)



Location: **Kenora Harbourfront South Parking Lot**

By-Law #: **48-2022**
Lot: **E**





Fees:
Daily: \$4.43 plus applicable taxes

Special Regulation:
No overnight parking between 2:00 a.m. and 6:00 a.m.



Location:
**Keewatin Boat Launch
Parking Lots**

By-Law #:
48-2022

Lot: **S**





Fees:

\$50.00 per month plus applicabel taxes,
Leased Parking Monday to Friday
6:00 a.m. - 6:00 p.m.

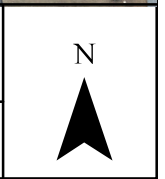
Special Regulation:

No fees payable Monday-Friday Evenings (after 6 p.m.) or overnight.
Free overnight parking permitted Monday - Friday (between 6:00 p.m. and 6:00 a.m. the following day) and all day Saturday and Sunday.



Location:
Park Street Parking Lot

By-Law #:
48-2022
Lot:
W





April 17, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Heather Pihulak, Director of Corporate Services/City Clerk

Re: Deputy Mayor Appointment

Recommendation:

That Council hereby appoints Councillor Mort Goss as Deputy Mayor for the final rotation for this term of Council.

Background:

In accordance with our Procedural bylaw, the Deputy/Acting Mayor rotation is appointed by way of resolution at the Inaugural Meeting of Council who may act in the Mayor's absence and while so acting, such member has and may exercise all rights, powers and authority of the Mayor. The position of Deputy Mayor shall be on a rotating basis among the six members of Council whereby each Member shall be appointed Deputy Mayor for an eight month period commencing in alphabetical order. Each of the Councillors have the opportunity to be the Deputy Mayor or the Acting Mayor in accordance with the current procedural bylaw.

In the absence of the Mayor from the Municipality, or if he/she is absent through illness or if he/she refuses to act or if the office is vacant, the Deputy Mayor for the purposes of this by-law shall act in the place of the Mayor and shall have all the rights, powers and authority of the Mayor, while so acting. In the absence of the Deputy Mayor, the previously appointed Deputy Mayor may preside, or a Presiding Officer may be appointed by the members.

At this time, Councillor Van Walleggem is not in a position to fulfill this 8 month rotation and therefore it is in the best interest of Council to appoint an alternate Deputy Mayor for this 8 month period.

Budget: N/A

Risk Analysis: there is a low risk associated with this report.

Communication Plan/Notice By-law Requirements: resolution



May 2, 2022

City Council Staff Report

To: Kyle Attanasio, CAO

Fr: Kent Readman, Fire Chief

Re: Fire & Emergency Services 2022 Q1 Fire Service Report

Recommendation:

That Council hereby receives the 2022 Q1 report from the Fire and Emergency Services Division.

Background:

The Kenora Fire and Emergency Services produces quarterly reports for Council that provide information and statistics on staffing levels, call volumes, response times, significant incidents, fire prevention activities and training initiatives.

Council will receive a quarterly update following the end of each quarter, as well as an annual report summarizing the prior year within the following year.

The purpose of this report is to provide Council with information on the 2022 first quarter activities for the Kenora Fire and Emergency Services.

Discussion:

This report will examine current staffing levels, call volumes, response times, significant incidents, fire prevention activities and training initiatives.

Staffing Levels

The current Kenora Fire and Emergency Services staffing levels are outlined in the below table:

	2021 (4 th Quarter)	2022 (1st Quarter)	Target
Full Time Staff	13	14	14
Live-in Paid-On-Call Firefighters	3	2	4
Paid-On-Call Firefighters	24	23	45
Recruit Paid-On-Call Firefighters	0	0	0
Total Paid-On-Call Firefighters	27	25	49
Total Personnel (Full Time & Paid-On-Call)	40	39	63

After a long and thorough recruitment process the Deputy Chief position that has been vacant for a number of years has been successfully filled. Deputy Chief Dave Pratt started his new role with the City of Kenora Fire and Emergency Services on March 28, 2022.

Deputy Chief Pratt brings over 25 years experience in the fire service and emergency management and is a very welcome addition to the team.

A recruitment for Paid-On-Call Firefighters began in April, 2022. The title has been updated from “Volunteer Firefighter to Paid-On-Call” firefighter as it better reflects the requirements, commitment and payscale of the position. The recruitment process has been updated and includes an application period, information session for interested candidates, aptitude testing, physical assessment and interview process. The recruitment is open until May 13th and the expected start date for the recruit training class is mid June.

Call Volume (Fourth Quarter 2021)

In the fourth quarter of 2021, Kenora Fire and Emergency Services responded to a total of 86 calls (81 in Kenora and 5 outside of Kenora), broken down as follows:

- 28 Fire Alarm Activations (32.55%)
- 15 Motor Vehicle Collisions (17.44%)
- 9 Carbon Monoxide Alarm Activations (10.47%)
- 6 Structure Fires (6.98%)
- 5 Medical First Response (5.81%)
- 5 Contents Fires (5.81%)
- 5 Other (5.81%)
- 4 Human Perceived Emergencies (4.65%)
- 3 Rescues (3.49%)
- 3 Hazardous Materials Emergencies (3.49%)
- 2 Outdoor Fires (2.33%)
- 1 Vehicle Fires (1.16%)

Firefighter Turnout & Response Times

The below table outlines information related to firefighter turnout and response times for the 86 calls that occurred in the 1st quarter of 2022.

	2021 (4 th Quarter)	2022 (1st Quarter)	Target
Total Calls for Service	105	86	N/A
Average number of firefighters per call	3.42	4.27	4
Average Turnout time of first apparatus to all calls	2:15	2:24	1:20 (NFPA 1710)
Average travel time of first apparatus to all calls	6:34	7:27	4:00 (NFPA 1710)
Average total response time of first apparatus to all calls	8:49	9:49	5:20 (NFPA 1710)
Time of first defibrillator to patient (medical calls)	9:03	4:38	4:00 (NFPA 1710)

Significant Incidents

- On February 9th Kenora Fire and Emergency Services responded to a commercial structure fire on Whitehead Road. 7 pieces of apparatus and 20 firefighters responded.

- On March 2nd Kenora Fire and Emergency Services responded to a vacant commercial structure fire on First Street South. 5 pieces of apparatus and 16 firefighters responded.
- On March 23rd Kenora Fire and Emergency Services responded to an industrial structure fire on the railway lines in Keewatin. 6 pieces apparatus and 14 firefighters responded.
- On March 30th Kenora Fire and Emergency Services responded to a residential structure fire on Greenwood Drive. 7 pieces of apparatus and 18 firefighters responded.

Training Initiatives

The first quarter of 2022 saw Kenora Fire and Emergency Services complete a variety of training. Firefighters committed approximately 350 hours towards training covering the following content:

- Wildland (SP100)
- Self-Contained Breathing Apparatus donning, doffing and inspections
- Firefighter Awareness Case Studies
- LPG Awareness
- Personal Protective Equipment donning, doffing and inspections
- Reading Smoke
- Ropes and Knots
- Hoisting Equipment
- Firefighter Safety
- Auto Extrication
- RIT/Firefighter Survival
- Fire Prevention and Education
- EMS Familiarization

Fire Prevention Activities

During the 1st quarter of 2022, Kenora Fire and Emergency Services completed 9 fire safety inspections. The current COVID-19 pandemic has continued to limit our inspection program focusing primarily on the inspections that present potential immediate life safety issues and provincially mandated inspections. The addition of Deputy Pratt will help provide more focus and increase our Fire Inspection Program.

Kenora Fire and Emergency Services also completed 3 Public and Life Safety Education events during the 1st quarter including:

- Book reading with Valleyview School
- Childrens car seat installation and education
- Evergreen School kindness pledge event

Other Activities

In April, Chief Readman and Deputy Chief Pratt met with representatives of Washagamis Bay First Nation to discuss the potential of providing fire services to the community. This meeting was an information gathering opportunity and more detailed information will be brought forward to council in the future.

Budget: N/A

Risk Analysis: N/A

Communication Plan/Notice By-law Requirements: Information only

Strategic Plan or other Guiding Document: N/A



May 2, 2022

City Council Committee Report

TO: Kyle Attanasio, CAO

FR: Kent Readman, Fire Chief

RE: Next Generation 9-1-1 Authority Service Agreement

Recommendation:

That Council hereby authorizes the Mayor and Clerk to enter into a ten (10) year agreement between the Corporation of the City of Kenora and Bell Canada for the Next Generation 9-1-1 Authority Service Agreement; and further

That three readings be given to a by-law for this purpose.

Background:

Bell Canada provides 9-1-1 services to the City of Kenora. The Canadian Radio-television and Telecommunications Commission (CRTC) has directed all telecommunication service providers and Public Safety Answering Points (PSAPs) to update their systems to be able to support Next Generation 9-1-1 (NG911) and be in operation by March 4, 2025. As part of this transition, Bell Canada has been making upgrades to their system and requires updated agreements with each municipality it serves. NG911 will allow emergency dispatch centres to receive 911 texts, pictures and videos which will aid in improving communications and response to emergencies.

This new agreement is required in order for Bell to provide Next Generation 9-1-1 services in the City of Kenora. Please note that this non-modifiable standard form agreement has been filed with and approved by the Canadian Radio-television and Telecommunications Commission (CRTC).

The 9-1-1 Authority plays a critical role in advancing NG9-1-1 forward through the execution of the NG9-1-1 Authority Service Agreement. This is the first step to permitting the PSAPs (Public Safety Answering Point) identified in this agreement (schedule C) who provide 9-1-1 answer/dispatch service for you, to begin their migration from E9-1-1 to NG9-1-1 with Bell Canada. PSAPs will not be allowed to migrate to NG9-1-1 until the new agreement has been signed, therefore we urge you to expedite the approval process if at all possible.

Budget: The transition to NG911 from the current 911 agreement that the City of Kenora has with Bell Canada will not create any additional budget concerns as the cost remains the same.

Risk Analysis: There are no risks, perceived or real identified with this agreement. This is a required agreement to continue with 911 services in the City of Kenora.

Communication Plan/Notice By-law Requirements: bylaw required

NEXT GENERATION 9-1-1 AUTHORITY SERVICE AGREEMENT

This Agreement is between

[INSERT 9-1-1 AUTHORITY NAME], a municipality, local service board, first nation, province or other authorized signing authority located at **[INSERT ADDRESS]** (the "**9-1-1 Authority**")

AND

BELL CANADA, a company incorporated under the laws of Canada, and located at 1 carrefour Alexander Graham Bell, Building A7, Verdun, Quebec H3E 3B3 ("**Bell**")

WHEREAS Next Generation 9-1-1 Service (as defined below) is a service that replaces Enhanced 9-1-1 ("**E9-1-1**") service and is based on Internet Protocol (IP) technologies and supports 9-1-1 Calls natively IP end-to-end;

AND WHEREAS the Canadian Radio-television and Telecommunications Commission ("**CRTC**") determined in Telecom Decision CRTC 2015-531 that Canada's NG9-1-1 system should use the National Emergency Number Association standard ("**NENA i3**") as the baseline reference architecture;

AND WHEREAS in June 2017, the CRTC rendered Telecom Regulatory Policy CRTC 2017-182, which, among other things, directed all Incumbent Local Exchange Carriers ("**ILEC**")s to establish Next Generation 9-1-1 networks by 9-1-1 network service providers;

AND WHEREAS Bell operates and manages a Next Generation 9-1-1 System serving the provinces where it is the ILEC and where requested by a Small Incumbent Local Exchange Carrier ("**SILEC**") to operate as the SILEC's NG9-1-1 network provider, including in the territory in which the 9-1-1 Authority operates.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in Schedule "A" (Definitions).

2. SCOPE OF AGREEMENT

- (a) **Agreement:** The 9-1-1 Authority requests and Bell will provide to the 9-1-1 Authority the Next Generation 9-1-1 services (the "**NG9-1-1 Service**") described below and in the schedules attached to, and forming part of, this agreement (each a "**Schedule**") in accordance with the terms and conditions of this agreement. Altogether, the Tariffs (as defined in Section 2(b)), the terms and conditions set out in this agreement, and the applicable Schedules form the "**Agreement**".
- (b) **Tariffed Services and CRTC Approval:** The NG9-1-1 Service is regulated by the CRTC and shall only be provided in compliance with the applicable tariffs including CRTC 7400, Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service (together with all applicable decisions, directions and orders of the CRTC, are referred to herein as the "**Tariffs**"), and the Tariffs, which form part of this Agreement, shall prevail in the event of a conflict with the terms and conditions set out herein.
- (c) **Service Description:** The NG9-1-1 Service provides a managed, private, dedicated IP network referred to as the Emergency Services Internet Protocol network ("**ESInet**"). The ESInet provides the transport and interconnectivity for all i3-PSAPs within the Serving Area as well as Originating Service Provider networks supporting 9-1-1 Calls over IP-based networks and devices. For i3-PSAPs, the ESInet is delivered to the PSAP operations premise using Bell's IP VPN service to the PSAPs authorized by the 9-1-1 Authority. The NG9-1-1 Service also provides a series of applications and service interfaces known as NG9-1-1 Core Services ("**NGCS**") and may include other

third party applications from trusted entities as may be requested by the 9-1-1 Authority and agreed to by Bell. Bell provided NG9-1-1 Service features are described in the User-to-Network Interface (“**UNI**”) and in Schedule ‘B’ (NG9-1-1 Network Features). 9-1-1 Authority agrees that Bell is not responsible nor liable for damages arising from 9-1-1 Authority’s use of third party applications in conjunction with the NG9-1-1 Service.

(i) In accordance with CRTC 7400, Bell Canada National Services Tariff Item 601, Bell agrees to:

- A. Provide NG9-1-1 Service to the 9-1-1 Authority within the Serving Area;
- B. Provide ESInet IP connection with redundant and, dependent upon availability, diverse facilities to PSAP locations designated by the 9-1-1 Authority and as listed in Schedule “C” (PSAP Designations & Locations);
- C. Selectively route and enable selective transfer of 9-1-1 Calls to the Primary-PSAP, Secondary-PSAPs and Dispatch Agency according to policy routing rules crafted to the needs of the 9-1-1 Authority, including those described in PSAP Contingency Plans;
- D. Transmit geodetic and/or civic location information, call back number of the 9-1-1 Caller and any additional available data elements as made available by the Originating Network Provider (“**ONP**”);
- E. Receive, aggregate and maintain into a single dataset representative of Bell’s entire serving area, mapping and addressing information provided by the 9-1-1 Authority or to its designee;
- F. Perform Quality Assurance and Quality Control (QA/QC) on the aggregated dataset and provide mapping and addressing discrepancy / errors reporting back to the 9-1-1 Authorities or to their designees;
- G. Maintain a dedicated 24X7 9-1-1 Control Centre to support the NG9-1-1 Service;
- H. Maintain a Basic 9-1-1 Final Routing Alternative involving a third-party call centre, such as those used for nomadic VoIP calls; and
- I. Enable access to location information when provided by-reference by the ONP with the original NG9-1-1 call;
- J. Enable access to the additional data repositories provided by trusted entities as defined by the CRTC.

(ii) The 9-1-1 Authority agrees to:

- A. Designate Primary PSAPs, Secondary PSAPs and Back-Up PSAPs to answer and dispatch 9-1-1 Calls in the Serving Area;
- B. Where not otherwise defined by applicable provincial legislation and absent a provincial body that acts as a GIS data aggregator, create, maintain and update all boundaries, addressing and mapping information according to applicable standards (MSAG and GIS) and perform quality assurance and control on the data prior to submission. If a third party is to provide the GIS data on behalf of the 9-1-1 authority, such party shall be identified in Schedule “G”, and that 9-1-1 specific GIS data layers must be provided directly to Bell in a secure manner without transiting through any shared open platform;
- C. Take responsibility for changes to the 9-1-1 call routing resulting from submitted GIS data.

- D. Ensure that all designated PSAPs are compliant with specifications and guidelines outlined in Schedule "D" (Specifications & Guidelines);
 - E. Ensure, all PSAPs in the Serving Area are compliant with the deployment criteria listed in Schedule "E" (Deployment Criteria);
 - F. Ensure all PSAPs in the Serving Area have secure 9-1-1 data and systems which security includes physical security, network security, cybersecurity and all other considerations within the PSAPs domains;
 - G. Ensure all PSAPs in the Serving Area have and maintain current contact information and make it available as per the NENA i3 standard;
 - H. Ensure the Primary PSAP accepts specific planned test calls from the public;
 - I. Ensure the Primary PSAP implements a call handling solution that includes a test call interface and automaton as described in NENA i3;
 - J. Resolve mapping and addressing discrepancies / errors reported to the GIS Authorities by Bell in a timely manner or as otherwise specified in the discrepancy report;
 - K. Provide supporting technical and operational documentation as listed in Schedule "D" (Specifications & Guidelines) on the Bell 9-1-1 Flex Portal; and
 - L. Ensure Bell is provided in writing the information listed in Schedule F where the 9-1-1 Authority is a Government Provincial PSAP and ensure such information is current at all times.
- (iii) The NG9-1-1 Authority acknowledges and agrees that NG9-1-1 Service resiliency, reliability and security depends upon the following:
- A. The type and capabilities of the Originating Service Provider and the technology from which 9-1-1 Calls originate;
 - B. The accuracy of the data provided by the various NG9-1-1 stakeholders including the 9-1-1 Authority, PSAP and Originating Service Providers and other trusted entities;
 - C. The use of encryption and appropriate security protocols as described in Schedule E of this Agreement and as may be further developed over time; and
 - D. The availability of entrance diversity configuration, and physical attributes including the distance between entry points and power diversity of the PSAP Location,
- and agrees that ensuring the foregoing elements are the best available will improve its experience with the NG9-1-1 Service.
- (iv) Bell and 9-1-1 Authority agree that the implementation of Next Generation 9-1-1 Service within the Serving Area shall be carried out pursuant to the User-to-Network Interface (UNI) Technical Specification Document and the requirements established by the CRTC, and the Parties agree to update this Agreement as the CRTC requirements evolve.
- (v) The NG9-1-1 Service allows for many new feature possibilities with regards to types of data that can be transmitted. The availability of these features may require upgrades to software and or hardware by the PSAP.

(vi) The NG9-1-1 Service will require security updates on an ongoing basis. To ensure the security of the NG9-1-1 Service, the NG9-1-1 Authority commits to ensure the PSAPs selected to serve its inhabitants, apply security updates (including any security patches) promptly. In the event of a PSAP failure to apply security updates Bell may, in its sole discretion, remove the PSAP from Bell's ESInet.

(vii) In the event a PSAP is removed from Bell's ESInet, 9-1-1 Calls destined for the PSAP will be rerouted in accordance with the PSAP's defined Policy Routing Rules.

(d) **Bell Providers:** Bell may perform its obligations under this Agreement through its affiliates (as defined in the *Canada Business Corporations Act*) (an "**Affiliate**"), agents, suppliers or subcontractors (the "**Bell Providers**"), but Bell shall not be relieved of its obligations by using the Bell Providers.

3. **FEES**

The Tariffs set out certain approved rates, fees, and charges and capital, development or installation costs (if any) (the "**Fees**") applicable to the NG9-1-1 Services. The 9-1-1 Authority shall pay Fees that are specified in the Tariffs. For services related to the NG9-1-1 Services but not specified in the Tariffs including those related to tertiary sites and third circuits the 9-1-1 Authority shall pay the fees as agreed to by the Parties. The 9-1-1 Authority shall also pay applicable commodity taxes, and similar taxes levied or assessed by any local and/or government authority, as well as surcharges for foreign taxes or those imposed by third-party providers, withholding tax, and interexchange carrier charges, if any (collectively, "**Taxes**"). The 9-1-1 Authority shall pay Fees and Taxes within 30 days of the invoice date. Fees and Taxes are subject to a late payment charge ("**Late Payment Charge**") at the rate specified in the invoice, which rate may vary from time to time, calculated from the invoice date, if Fees and Taxes are not paid within 30 days of the invoice date. For clarity, the NG9-1-1 Authority may pay all amounts referred to in this Section 3 via arrangements it may make with an applicable PSAP.

4. **TERM AND TERMINATION**

(a) **Term:** The term of this Agreement (the "**Initial Term**") will begin on the date it is signed by the 9-1-1 Authority (the "**Effective Date**") and it will expire or terminate after ten (10) years unless otherwise terminated under the terms of this Agreement.

(b) **Renewal Term(s):** If permitted under the relevant Tariffs, upon expiry of the Initial Term the Agreement shall be automatically renewed for successive periods of five (5) years each unless one party gives to the other at least six (6) months written notice of termination prior to the end of the initial term or any renewal period (in each case, a "**Renewal Term**"). The Initial Term and any Renewal Term(s) are collectively referred to as the "**Term**".

(c) **Termination or Suspension of a Service:** Bell may immediately suspend the entirety or a portion of the NG9-1-1 Service where Bell has reasonable cause to believe that the 9-1-1 Authority's traffic is compromised or otherwise poses a risk to the NG9-1-1 Service. For any reason other than the integrity of NG9-1-1 Service, the 9-1-1 Authority may terminate the NG9-1-1 Service, or Bell may terminate or suspend the NG9-1-1 Service, in accordance with the terms of the relevant Tariffs with six (6) months prior written notice.

5. **LIMITATION OF LIABILITY**

(a) Bell's liability for the performance of its obligations pursuant to this Agreement shall be subject to and governed by Bell's Tariffs.

(b) The 9-1-1 Authority and Bell shall, during the Term, maintain sufficient insurance to cover their respective obligations under this Agreement and shall provide evidence of same to the other party or, if either the 9-1-1 Authority or Bell is self-insured, provide to the other party evidence that is satisfactory to that party that the 9-1-1

Authority and/or Bell, as the case may be, is and will be, at all relevant times, in a position to face successfully its monetary obligations stemming from liability under this Agreement.

6. **CONFIDENTIAL INFORMATION**

- (a) “**Confidential Information**” means any data, documentation or other information of a proprietary or confidential nature of a party, or its Affiliates, or which is treated as confidential by a party or its Affiliates, whether or not identified as being confidential or proprietary, which is disclosed or made available to the other party in connection with the negotiation, preparation or performance of this Agreement. The design, installation, delivery or implementation of the Services, including pricing information, service levels and network design specifications shall constitute Confidential Information of Bell. Confidential Information excludes the 9-1-1 Authority’s name, address and listed telephone number and any data, documentation or other information which is (i) in the public domain, (ii) known to the receiving party prior to receipt thereof from the disclosing party, or (iii) available to the receiving party on a non-confidential basis from a source other than the disclosing party, if that source or its source is not in breach of any obligations of confidentiality to the disclosing party; or (iv) the receiving party can show to have been developed independently by the receiving party without using the Confidential Information of the disclosing party. The receiving party agrees to take such care to protect the confidentiality of the Confidential Information as would be taken by a reasonable party to protect its own Confidential Information from disclosure subject to the exceptions set out below.
- (b) Except as: (i) permitted or required by law, regulation or lawful request or to carry out its obligations; and (ii) required to receive or provide the Services under this Agreement, as applicable, the receiving party agrees not to use or disclose the Confidential Information without disclosing party’s prior written consent. For clarity, any information exchanged between Bell and the 9-1-1 Authority, their employees, servants, agents and/or co-contractors pertaining to the design, the development, the implementation, the operation and the maintenance of the NG9-1-1 Service is confidential, and shall be provided only to such persons who have a need to know for the purposes of this Agreement.
- (c) The 9-1-1 Authority consents to Bell disclosing 9-1-1 Authority information to the CRTC as required for the CRTC to approve any regulatory filings or CRTC requests for information related to the Services. Additionally, 9-1-1 information that is available with a 9-1-1 Call is provided on a confidential basis pursuant to CRTC 7400, Bell Canada National Services Tariff Item 601 as an exception to Item 10 Article 11 of the Bell Canada General Tariff and shall be used for the sole purpose of answering and dispatching 9-1-1 Calls
- (d) In the event that Bell is provided with access to the 9-1-1 Authority’s End Users’ information (“**End User Data**”), 9-1-1 Authority shall ensure that it has all the requisite consents for Bell to use such End User Data in the manner contemplated under this Agreement. The 9-1-1 Authority acknowledges and agrees that in the event that the 9-1-1 Authority provides Bell with access to End User Data where Bell is not required to have such access, Bell shall not be liable for any loss, unauthorized access to, or any other act or omission in relation to the End User Data.
- (e) The 9-1-1 Authority and Bell agree to abide by all applicable legislation with respect to the protection of privacy in effect from time to time.
- (f) The 9-1-1 Authority shall ensure their PSAPs comply with the terms of this Section 6. Bell shall only share Confidential Information pertaining to this Agreement with the PSAPs identified in Schedule “B” (PSAP Designations & Locations).

7. **FORCE MAJEURE**

- (a) If there is a default or delay in a party’s performance of its obligations under this Agreement (except for the obligation to make any payments under this Agreement), and the default or delay is caused by circumstances beyond the reasonable control of that party including fire, flood, earthquake, elements of nature, acts of God, epidemic, pandemic, explosion, power failure, third party caused damage to network infrastructure (e.g., a cable cut), war, terrorism, cyber terrorism/warfare, revolution, civil commotion, cyber terrorism/warfare, acts of public enemies, law, order, regulation, ordinance or requirement of any government or legal body having jurisdiction, or

labour unrest such as strikes, slowdowns, picketing or boycotts (each an “**Event of Force Majeure**”), then that party shall not be liable for that default or delay, and shall be excused from further performance of the affected obligations on a day-by-day basis, if that party uses commercially reasonable efforts to expeditiously remove the causes of such default or delay in its performance.

- (b) Bell and the 9-1-1 Authority agree that in the Event of a Force Majeure the parties will co-operate and make all reasonable efforts to provide a temporary replacement service until the NG9-1-1 Service is restored. The costs required to provide temporary replacement service shall be borne as between Bell and the 9-1-1 Authority in accordance with the Parties’ respective obligations as described in Sections 2(c)(i) & (ii) of this Agreement.

8. **GENERAL PROVISIONS**

- (a) **No Resale:** The 9-1-1 Authority shall not resell or remarket any Service for commercial purposes under the terms and conditions of this Agreement.
- (b) **Entire Agreement and Amendment:** This Agreement is the entire agreement between the 9-1-1 Authority and Bell with respect to the subject matter, and supersedes all prior agreements, understandings, commitments, undertakings, proposals, representations, negotiations and discussions on the subject matter, whether written or oral. There are no, and Bell shall not be liable for, conditions, agreements, representations, warranties or other provisions, express or implied (including through course of dealing), collateral or otherwise, relating to the subject matter of this Agreement, which induced either party to enter into this Agreement or on which either party places any reliance, other than those set forth in this Agreement. This Agreement shall not be amended other than by an instrument in writing signed by both parties and stating that the parties intend to amend this Agreement.
- (c) **Assignment:**
- (i) This Agreement shall bind and enure to the benefit of Bell and the 9-1-1 Authority and their respective successors and permitted assigns. Neither party may assign this Agreement in whole or in part, including any Schedule, without the prior written consent of the other party, not to be unreasonably withheld. However, without the other party’s consent, subject to Paragraph (ii) below, a party may assign all or part of its benefits, rights or obligations under this Agreement to an Affiliate or to an entity in connection with any transaction or series of transactions pursuant to which all or a substantial part of the assigning party’s business is assigned to or otherwise results in forming all or part of the business of such entity (including a present or future affiliate, whether by way of reorganization, consolidation, amalgamation, arrangement, merger, transfer, sale, change in control or otherwise, and, provided such entity, as assignee, agrees to be bound by this Agreement and assumes the obligations assigned under this Agreement pursuant to this Subsection, on and after the effective date of such assignment.
 - (ii) Bell’s prior written consent shall be required in the event of a proposed assignment by 9-1-1 Authority if, in Bell’s determination, the 9-1-1 Authority’s proposed assignee is deemed to be (A) not credit worthy; (B) a competitor of Bell; or (C) non-compliant with any eligibility criteria for the Services. Bell may also assign any receivable that arises under this Agreement, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (d) **Governing Law:** This Agreement shall be governed by and interpreted according to the laws of Ontario unless the 9-1-1 Authority’s head office is situated in Quebec. If the 9-1-1 Authority’s head office is situated in Quebec, this Agreement shall be governed by and interpreted according to the laws of Quebec. The applicable governing law shall be determined as noted above without regard to any conflicts of law rules that might apply the laws of any other jurisdiction. The parties attorn to the exclusive jurisdiction of the courts of Toronto unless the 9-1-1 Authority’s head office is situated in Quebec, in which case the Parties attorn to the exclusive jurisdiction of the courts of Montreal in respect of all matters arising out of or in connection with this Agreement except CRTC regulatory matters. For CRTC regulatory matters the parties attorn to the exclusive jurisdiction of the federal courts or tribunals of Canada.
- (e) **Interpretation:** In this Agreement, the headings are for convenience of reference only and shall not affect its construction or interpretation. If there is any conflict between the terms of the main body of this Agreement and a

Tariff, if applicable to the Service in dispute, the terms of the applicable Tariff shall govern. If there is any conflict between the terms of the main body of this Agreement and the Schedules, the terms of the main body of the Agreement shall govern unless otherwise expressly provided in writing in a Schedule.

- (f) **Waivers:** No waiver of any provision of this Agreement shall bind a party unless consented to in writing by that party. No waiver of any provision of this Agreement shall be a waiver of any other provisions, nor shall any waiver be a continuing waiver, unless otherwise expressly provided in the waiver.
- (g) **Notice:** All notices and consents provided for shall be given in writing and delivered by personal delivery, prepaid first class registered or certified mail, by facsimile, by regular mail or e-mail. Notices delivered by facsimile shall be considered to have been received upon the sender obtaining a bona fide confirmation of such delivery. Notices delivered by e-mail shall include the following, and shall only be effective if the recipient provides by e-mail a confirmation of delivery and the date of acceptance of the delivery: (i) sender's name, address, telephone number, fax number and e-mail address; (ii) date and time of the transmission; and (iii) the name and telephone number of a person to contact in the event of transmission problems. Delivery of notices after 4:00 p.m. at the address being served constitutes delivery the following day. Notices delivered by regular mail shall be deemed received on the fifth day after the notice has been mailed. The address for notice shall be:

For the **9-1-1 Authority**,

_____ ; and

For **Bell**,

c/o 9-1-1 Service Team
930 d'Aiguillon, B320
Quebec, G1R 5M9

Email: signatures.911@bell.ca

With a copy to,

c/o Corporate Secretary
1 Carrefour Alexander Graham Bell, Building A, 4th Floor
Verdun, Québec H3E 3B3.

Facsimile: (514) 766-8161

The 9-1-1 Authority shall notify Bell of a change in its billing address and any change in its corporate name or any business or trade name used in connection with the Services.

- (h) **Severability:** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, the other provisions of this Agreement shall not be affected or impaired, and the offending provision shall automatically be modified to the least extent necessary in order to be valid, legal and enforceable.
- (i) **Survival:** The following Sections of this Agreement shall survive termination or expiration of this Agreement: Sections 3 (Fees), 4(c) (Termination or Suspension of a Service), 5 (Limitation of Liability), 6 (Confidential Information), and this Section 8 (General Provisions).
- (j) **Counterparts:** This Agreement may be signed in one or more counterparts (including through electronic signatures), each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

- (k) **Language:** The parties have requested that this Agreement and all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.

- (l) **No Partnership and Third-Party Beneficiaries:** Bell is an independent contractor of the 9-1-1 Authority. The Agreement shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture. Nothing in this Agreement, express or implied, shall or is intended to confer on any other person, firm or enterprise, any rights, benefits, remedies, obligations or liabilities of this Agreement, other than the parties, their respective successors or permitted assigns.

<p>[9-1-1 AUTHORITY NAME]</p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind the 9-1-1 Authority to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>	<p>BELL CANADA</p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>I am authorized to bind Bell Canada to the terms and conditions of this Service Schedule.</p> <p>DATE: _____</p>
---	--

Schedule "A"

DEFINITIONS

In this Agreement, in addition to those terms which are parenthetically defined, capitalized terms shall have the meanings ascribed to them in this Schedule "A" and where not otherwise defined in this Agreement, as ascribed in the current Network Interconnection (UNI) Document.

"9-1-1 Authority" means the municipality, local service board, first nation, province or any other authorized signing authority responsible for 9-1-1 service operations pursuant to the Bell Canada National Services Tariff Item 601 – Next Generation 9-1-1 (NG9-1-1) Service, and defined as the 9-1-1 Authority party to this Agreement;

"9-1-1 Call" means a request for public safety assistance signalled by a 9-1-1 Caller using a device and communications service supporting 9-1-1 dialling, and delivered through the NG9-1-1 Service, regardless of the media (e.g., voice, video, text, other) used to make that request;

"9-1-1 Caller" means end user dialing 9-1-1;

"9-1-1 Control Centre" means a dedicated 9-1-1 24/7 support, maintenance and surveillance centre;

"Agreement" has the meaning ascribed to it in Section 2(a);

"Back-Up PSAP" or **"Back-Up Public Safety Answering Point"** means the back-up PSAP as identified by the 9-1-1 Authority in Schedule "C";

"Basic 9-1-1 Final Routing Alternative" means the designated last resort routing destination involving a third-party call centre, such as those used for nomadic VoIP calls;

"Bell 9-1-1 Flex Portal" means a secure Web site accessible from the public Internet for Customers to access information pertaining to its NG9-1-1 Services.

"CEE" means Customer Edge Equipment and refers to the peering equipment provided by the customer, facing the Bell Customer Edge router;

"CRTC" or **"Canadian Radio-Television and Telecommunications Commission"** has the meaning ascribed to it in the preamble to this Agreement;

"Effective Date" has the meaning ascribed to it in Section 4(a);

"End User Data" has the meaning ascribed to it in Section 6(d);

"Event of Force Majeure" has the meaning ascribed to it in Section 7(a);

"ESInet" has the meaning ascribed to it in Section 2(c)(i);

"GIS Authority" means a body that has control over and the power to make decisions about the source addressing and GIS data which is responsible for providing aggregated GIS/addressing data on behalf of the 9-1-1 Authority to the NG9-1-1 Service Provider for the purpose of NG9-1-1 Service;

"GIS Data Provider" means an entity that assigns addresses, creates, collects, maintains and shares spatial datasets. It may include addressing authorities (e.g. local, provincial and territorial governments, First Nations), 9-1-1 Authorities, and data aggregators;

"GIS" and **"Geographic Information System"** Means a system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced;

“i3-PSAP” means a Public Safety Answering Point (PSAP) conformant to the NENA i3 standard (NENA-STA-010), which is capable of receiving IP-based signaling and media for delivery of emergency calls;

“Initial Term” has the meaning ascribed to it in Section 4(a);

“ILEC” and **“Incumbent Local Exchange Carrier”** means the existing telephone companies, prior to the introduction of local competition;

“Late Payment Charges” has the meaning ascribed in Section 3;

“Local Registration Authority” have the meaning ascribed to them in CRTC Decision 2019-353;

“MSAG” or **“Master Street Address Guide”** means the database that contains street names and house number ranges within their associated communities defining Emergency Service Zones (ESZs) and their associated Emergency Service Numbers (ESNs) to enable proper selective routing and selective transfer of 9-1-1 calls in the legacy E9-1-1 environment;

“NENA i3” has the meaning ascribed to it in the preamble of the Agreement;

“NG9-1-1” means a secure, IP-based, open-standards based system comprised of hardware, software, data, and operational policies and procedures that (a) provides standardized interfaces from emergency call and message services to support emergency communications, (2) processes all types of emergency calls, including voice, text, data, and multimedia information, (3) acquires and integrates additional emergency call data useful to call routing and handling, (4) delivers the emergency calls, messages and data to the appropriate PSAP and other appropriate emergency entities based on the location of the caller, (5) supports data, video, and other communications needs for coordinated incident response and management and (6) interoperates with services and networks used by first responders to facilitate emergency response;

“NG9-1-1 Network Provider” means the CRTC mandated ILEC providing the ESInet/NGCS;

“NG9-1-1 Service” has the meaning ascribed to it in Section 2(c)(i);

“NGCS” and **“Next Generation 9-1-1 Core Services”** means the base set of services needed to process a 9-1-1 call on an ESInet. NGCS includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging Services and typical IP services such as Domain Name System (DNS). The term NGCS includes the services and not the network on which they operate (i.e., the ESInet);

“Offnet Agency” means an agency outside of the NG9-1-1 network, such as a poison control centre or an hospital, which may be designated by the 9-1-1 Authority to be able to receive PSTN calls transferred by a designated PSAP;

“ONP” and **“Originating Network Provider”** means a CRTC-approved trusted entity service provider that allows its subscribers to originate 9-1-1 dialled voice or non-voice calls from the public to PSAPs, including but not limited to wireline, wireless, and fixed/native voice over internet protocol (VoIP) services.

“PRR” and **“Policy Routing Rule”** means the criteria which determines how 9-1-1 Calls are routed under stated conditions such as when a target PSAP is unable to take 9-1-1 Calls;

“PSAP” or **“Public Safety Answering Point”** means an entity responsible for receiving 9-1-1 Calls and processing those 9-1-1 Calls according to a specific operational policy - a Primary Public Safety Point, Secondary Public Safety Point, and Back-Up Public Safety Point as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“PSAP Contingency Plans” means a plan in case of a disaster;

“**PSAP Credentialing Agency**” and “**PCA**” have the meaning ascribed to them in CRTC Decision 2019-353;

“**PSAP Locations**” means the locations of the PSAPs as identified in Schedule “C” (PSAP Designations & Locations);

“**P-PSAP**” or “**Primary Public Safety Answering Point**” means a communication centre which is the first point of contact for 9-1-1 Calls as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Renewal Term**” has the meaning ascribed to it in Section 4(b);

“**S-PSAP**” or “**Secondary Public Safety Answering Point**” means a communication centre to which 9-1-1 Calls are transferred from a P-PSAP, typically the fire, police or ambulance agency responsible for dispatching emergency personnel as identified by the 9-1-1 Authority in Schedule “C” (PSAP Designations & Locations);

“**Schedule**” has the meaning ascribed to it in Section 2(a);

“**Serving Area**” means the geographic area, as determined by the 9-1-1 Authority from which 9-1-1 Calls will be directed to a particular P-PSAP;

“**Subscriber**” means an entity that contracted with a service provider for the provision of a voice telecommunications service;

“**Selective Routing**” means the process by which 9-1-1 Calls are routed to the appropriate PSAP or other designated destination, based on the 9-1-1 Caller’s location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in a specified format such as an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude);

“**Taxes**” has the meaning ascribed to it in Section 3;

“**Term**” has the meaning ascribed to it in Section 4(b); and

“**User-to-Network Interface (UNI) Technical Specifications Document**” means the authoritative document which sets the technical specifications an i3-PSAP must comply with.

Schedule “B”
NG9-1-1 FEATURES

The NG9-1-1 Service offers features as provided in CRTC 7400, Bell Canada National Services Tariff Item 601.

If a PSAP chooses to forgo utilizing one or more of the NG9-1-1 Service features provided by the NG9-1-1 Service network provider as described in the UNI, the PSAP does so at its own risk and assume all liabilities including prolonged restoration times in the event of an outage.

Schedule "C"

PSAP DESIGNATIONS & LOCATIONS

MUNICIPALITIES INCLUDED: DALLES INDIAN RESERVE 38C, HAYCOCK, KENORA, KIRKUP AND RAT PORTAGE FIRST NATION

PSAP Type	Name	Location (full address)	Connected to ESInet (Y/N)
Primary PSAP (*1 & *2)	ORILLIA OPP	1 HURTUBUISE ORILLIA	Y
Secondary PSAP Police (*1 & *2)	LONDON OPP	675 EXETER ROAD LONDON	Y
Secondary PSAP Fire (*1 & *2)	KENORA AMBULANCE FIRE	40 MINNESOTA ST. KENORA	Y
Secondary PSAP Ambulance (*1 & *2)	KENORA AMBULANCE	40 MINNESOTA ST. KENORA	Y
Additional Offnet Agency if required (*1 & *2 & *3) i.e. Poison control			N
Designated Provincial or Territorial default i3 PSAPs (*4)			

Notes:

*1 – 9-1-1 Authority shall ensure all PSAPs connected to ESInet meet the NG9-1-1 requirements.

*2 – 9-1-1 Authority shall ensure that if a PSAP changes during the Term, the replacement is aware of the 9-1-1 Authority obligations re: PSAPs under this Agreement, and Bell is notified of the change.

*3 – "Offnet" Agencies are not connected to the ESInet over an IP-UNI and call transfers to such agencies are the responsibility of the PSAP's Call Handling System

*4 – This PSAP is only required if there is a PSAP designated as a safety net for a specific Province or Territory.

Schedule 'D'

SPECIFICATIONS & GUIDELINES

The specifications, templates and guidelines for the NG9-1-1 Service are found at <https://911flex.bell.ca/Login.html>, under the title "NG9-1-1 Onboarding Documentation".

Schedule “E”

DEPLOYMENT CRITERIA

PSAPs utilizing networks to process and deliver NG9-1-1 Calls outside of the ESInet do so at their own risk and assume all liabilities including prolonged restoration times in the event of an outage.

In order to ensure reliability, resiliency and security of the NG9-1-1 Service, the 9-1-1 Authority shall ensure that all of the PSAPs meet the following mandatory requirements without which the PSAPs will not be permitted to interconnect with the production NG9-1-1 network:

1. IP VPN ESInet Interconnection

All i3-PSAP types, Primary and Secondary, are entitled to a single Back-Up location.

All IP VPN ESInet demarcation locations (Primary, Secondary and Back-Up PSAPs) are provided with two (2) redundant data paths and must make use of both. PSAPs must make use of all available in-house diversity (cable entrance, power, etc.).

ESInet physical demarcation locations must be geographically located within the Bell Canada NG9-1-1 Serving region.

PSAPs are expressly forbidden to establish private VPN tunnels over the ESInet, through the provided IP VPN circuits.

2. ESInet Interconnection of Non-designated PSAP facilities

For those PSAP sites not listed in Schedule “C”, if the 9-1-1 Authority requires additional circuits, these arrangements may be provided by Bell for a fee;

3. PSAP CEE Interconnection Requirement

- a. All PSAPs shall employ a NENA i3 compliant Border Control Function (“**BCF**”) as defined in the Bell NG9-1-1 UNI technical specification as a mandatory condition of interconnection with the NG9-1-1 network. The BCF must be comprised of a minimum of both a firewall and session border controller function. The BCF must be deployed in a manner which prevents single points of failure.
- b. PSAPs shall ensure their local network infrastructure (i.e., Local Area Network [LAN] and/or private Wide Area Network [WAN]) is sized appropriately to support the bandwidth of all NG9-1-1 traffic as calculated and provisioned by the NG9-1-1 Network Provider, in addition to their own in-house network requirements;

4. i3 Call Handling CODEC requirement

All PSAPs shall implement the mandatory list of CODECs as defined in Telecom Decision CRTC 2019-353 (<https://crtc.gc.ca/eng/archive/2019/2019-353.htm>) and make necessary changes as updates become approved by CRTC.

5. IP Network protocol support

All PSAPs shall deploy Dual Stack as the method for simultaneous use of IPv4 & IPv6 address spaces, or to individually perform Network Address Translation - Protocol Translation (“**NAT-PT**”) for their Network Domain as defined in the Bell NG9-1-1 UNI technical specification. This is a mandatory condition to interconnect to the NG9-1-1 Service Network;

6. End-to-End Encryption

All PSAPs shall support encryption of traffic from and towards the ESInet as defined in the Bell NG9-1-1 UNI technical specification;

7. QoS Support

All PSAPs shall implement the QoS requirements as defined in the Bell NG9-1-1 UNI technical specification;

8. PSAP Credentialing Agency – NG9-1-1 Network Provider service

All PSAPs shall utilize the Bell PSAP Credentialing Agency service. PSAPs shall identify to Bell as part of the onboarding process the individual or group responsible for acting as the Local Registration Authority (“**LRA**”). The LRA agreement and the roles and responsibilities can be found in Schedule H. For clarity, the LRA agreement is attached for reference purposes. There is no expectation that the NG9-1-1 Authority will sign the LRA agreement itself but the NG9-1-1 Authority will ensure that the selected PSAPs will execute such agreement.

9. Contingency Routing

PSAPs shall communicate all 9-1-1 contingency arrangements to Bell including agreements and arrangements with other agencies in order to design and implement Policy Routing Rules accordingly. PSAP’s defined Policy Routing Rules must contain at a minimum one Policy Routing Rule specifying a partner third party PSAP to act as backup in the event the PSAP is not able to respond to 9-1-1 Calls.

10. Domain Name Service (DNS) – NG9-1-1 Network Provider service

PSAPs must utilize the Bell NGCS-based DNS service to ensure resiliency of DNS functions and seamless PCA functionality.

The 9-1-1 Authority is requested to encourage PSAPs to utilize the following NGCS provided functions to further enhance network reliability, resiliency and security of the NG9-1-1 Service:

1. Network Time Protocol (NTP) – NG9-1-1 Network Provider Service

PSAPs are encouraged to utilize the Bell NGCS-based NTP service to ensure accurate time synchronization with all ESInet interconnected elements and as an additional time source within their Local Area Network (LAN).

Schedule "F"

MULTIPLE REGION PSAPs

This Schedule must be filled out by PSAPs covering multiple regions and managed by a provincial or federal authority (e.g., Ontario Ministry of Health, Sureté du Québec, Ontario Provincial Police etc.

Sites	Official Name	9-1-1 authority (municipalities, counties, etc.)

Schedule “G”

NG9-1-1 GIS REQUIREMENTS

Municipality, County or Other Government Entity name	GIS Data Provider or *Provincial/ Territorial Designated Data Aggregator name	Provincial \ Territorial Legislation (Y/N)

❖ In the absence of Provincial or Territorial legislation defining a Data Aggregator body, by default the NG9-1-1 Network Provider will be the defined GIS and addressing Data Aggregator ([Telecom Decision CRTC 2020-150 | CRTC](#))

Schedule "H"

Local Registration Authority Agreement



May 6, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Kevin Gannon, Director of Engineering and Infrastructure Services

Re: Engineering and Infrastructure Services Quarterly Update –
January-March 2022

Recommendation:

That Council hereby receives the Engineering and Infrastructure Services first quarter update as presented

Background:

As part of the planning process, Administration seeks and receives Council's approval on operating and capital budgets in any given year. In an effort to provide Council with an update on progress towards achieving goals, the following report has been created.

Fleet Services

Capital projects:

Solid Waste: Received their new 53' Spector walking floor trailer to haul garbage to the landfill in January, this project was ordered March 22, 2021.

Fleet and a third party shop (Kenora Truck Service) deemed Dryden's recycle compaction trailer which was supposed to be replaced in 2021 and Kenora second trailer unfit for the road and pulled them both out service, Dryden in January and Kenora in March. Dryden trailer life expectancy was up and due for replacement in fleets capital plan in 2021, as for Kenora's second trailer it did not make its life expectancy as it was forecasted to be replaced in 2024. This has caused an impact to Kenora transporting Dryden recycling material to the MRIF (material recovery facility) in Winnipeg. Kenora is no longer able to haul Dryden's recyclables for them at this time with no proper equipment being available. Fleet feels that there should be no new investment into any recycle equipment without a true knowledge and understanding what the PRO (Producer Responsibility Ontario) looks like and were the city of Kenora is going to stand this issue.

Water/Wastewater: Received their new Vactor truck in March as it replaced the truck that was deemed a total loss by the insurance company in the roll over. Joe Johnson Equipment (dealer) came down and gave a whole day of training on the new vactor truck with all staff from the water and waste water department, Deep also sat in on the training as well. The training consisted of half day in class training then the other half a day was hands on. The trainer came back the next day where he trained the fleet technicians on the truck maintenance, operating, oil and lubes as well. There has been positive feedback on this new unit by the water/waste department on how much more effective and efficient the new truck is compared to the old one.

Fleet Division Operations:

Fleets 3 hoist (Koni drive on 4 post, Koni portable 4 post and a 2 post Mohawk) all passed their yearly inspection as well as our 2 forklifts and 3 genie lift which keeps us in compliance. Fleet has renewed their HWIN (Hazardous Waste Information Network) which allows the transfer of their used oil and also our two-way radio authorization as well.

The Fleet Services Manager alongside with the Director of Infrastructure and Engineering has had ongoing discussion with the Manager for Product Support for Volvo, regarding the premature transmission failure issue on our 2019 L90 rubber tire loader for the Roads Division. The Manager for Product Support for Volvo has waived all invoices regarding the transmission failure.

The new Taxi Bylaw was passed in March. The Fleet Service Manager worked alongside with engineering to create a new taxi meter measurement and calibration sheet to reflect the increase of rate/distance and wait time, they also had to reposition a marker to 33.03 meters. Meter Calibrations took place April 4th, 2022 on all 18 taxis.

The Fleet department has filled its temporary Fleet Administration posting. This position was filled by an individual who is in a temporary position at the rec center till April 19, 2022. This is a unique circumstance as there was overlap that was needed for training purposes in fleet. The Fleet Services Manager and Tourism and Recreation Manager came up with a composed plan for a transitional period which would be beneficial both departments throughout this process.

The fleet department also has hired a full time student mechanic. This is a huge success story as we have had this co-op student who took his placement at the city of Kenora on 3 different occasions. This student has passion in the world of truck/coach and heavy equipment which is hard to come by now days and will hopefully transition into a full time licensed truck/coach technician for the city of Kenora. It's been a struggle to find applicants to fill the fleet's licensed technician's position.

This year's winter, with all of snow and extreme cold temperatures, kept our fleet department up on their toes, as all of our equipment and vehicles rolled out every day and the seasonal staff worked them at night. The team stepped it up and came together to address and repair any breakdowns during their regular shift or even sometimes after hours to never leave any piece of equipment or vehicle out in the field or down for any period of time.

This winter fleet tried out some accessories pilot projects on different equipment to come up with more efficient and effective ways.

1. Polar flex cutting edge - used on unit 865 (western star tandem dump truck) front plow to clear and cut ice off the east highway and other roads, this edge eliminated blade chatter (quieter). The feedback we got from the roads department was positive, as it is more effective than the straight cutting edge. This will have a cost saving in reducing the amount of salt that is applied to the road, also with polar flex blade has tungsten carbide inserts which will greatly increase wear life when compared to the conventional blade this will also save on downtime and shop labour.

2. Rear back pack sand/salt spreader - this 0.5 cubic yard sand/salt spreader is mounted on our track sidewalk machine. This has added a 3rd machine capable of sanding

sidewalks throughout the city. It also gets filled in the field like our two tow behind sanders that are pulled by the trackless (tire machine) MT7 sidewalk machines. This has help us meet the minimum maintenance standard and contribute to our level service we provide.

3. Two Tow behind sanders - These 1 cubic yard tow behind sanders are towed by our two trackless machines to sand our sidewalks, since moving to the manufacture spec trailers our staff had no issues sanding up or down any hills in the Kenora area this has provided staff with a safer operating conditions and less repair costs due to trailer tip over.

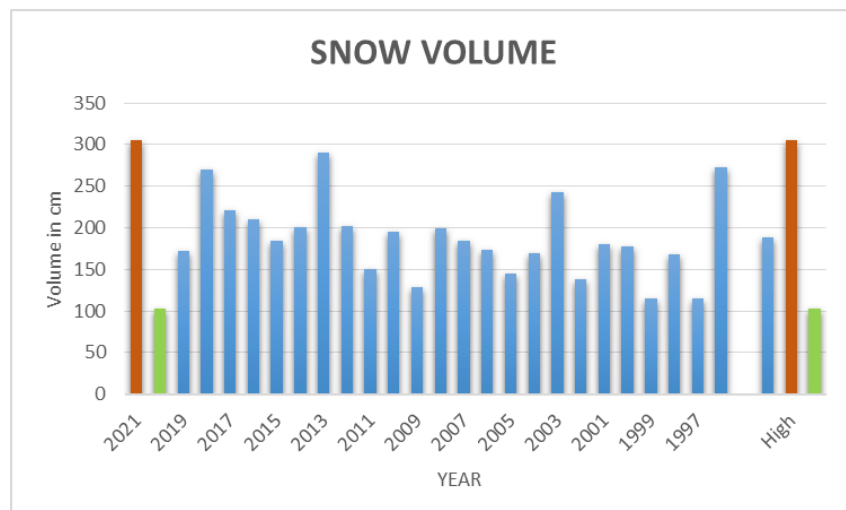
4. Lynxfield Mobile Device - Fleet and the roads inspector have been working with Lynxfield, our GPS supplier, to get the mobile device up and running properly. Once fully in place, the roads inspector will have the capability to locate deficiencies with in the road, take pictures of the deficiencies and drop a GPS location pin were those deficiencies are located. Also they will be able to create notes to capture the severity of the defect. This will be able to be done out in the field and on one device. This will then get uploaded to the portal were the road manager can prioritize the defect and compare it to the service request that come in. This will be a great tool when it is up and running to allow the manger to dispatch staff were high priority defects or defects that are out of compliant to be repaired. This device will also allow the roads inspector to perform route patrol logs which are part of the minimum maintenance standard which will keep the roads in compliant with the regulation.

Spring is coming we all are hoping so fleet has started preparing all the sweepers and sweeper attachments for the sweeping season. There has been some delays in getting parts due to low manufacture supplies plus we are seeing a rise in parts and broom costs as well.

Between January 1st and March 31st, the fleet division worked a total of 2533.25 hours on 176 vehicles and pieces of equipment for almost every division. The team completed 13 annual safety inspections and 117 preventative maintenance services in addition to regular repairs and maintenance.

Roads Department:

Record snow fall season this year in Kenora which has amounted to a total of 305.8 cm thus far, or 120.39 inches or 10.03 feet of snow. In comparison last year the City of Kenora received a total of 102.9 cm for the season which would equal to 33.6 % of this year's snow volume.



Winter Maintenance, the plowing and sanding of streets, roads and sidewalks.

The Downtown core is completed by seasonal night shift crew consisting this year of two loaders and three tandems taking care of snow removal. Sidewalk unit when required.

The Downtown core completed by early shift after snow events consisting of snow plowing consisting of 3 graders, 2 loaders and 2 plow half tons.

- Roundabouts.
- Main St South.
- Second St South.
- Eighth Ave South.
- Transit Bus route.
- Assessable parking.
- City Hall Lot.
- First Street South Lot.
- Harbourfront Lot.

The City is divided into 4 sections with route maps which consists of the following;

East Route consists of;

- East Highway 17 from 8th Ave South to City limits including all side roads off highway.
- Jones Road from East highway 17 to highway 17A by pass (Strecker Rd north of by-pass).
- Airport Rd from Jones Road to Railway Street including all side roads.
- Veterans Drive from Highway 17A By-pass to Roundabout.
- Rabbit Lake Road.
- Homestake Road, Transmitter Road, Gould Road including all side roads.

West Route consists of;

- West Highway 17 from round about to city limits.
- Norman area.
- Keewatin (South and North of tracks).
- Darlington Drive (Highway 596) including side roads.
- Norman Drive.
- Sunny Side Road.
- Beryl Winder Road.

North Route consists of;

- North Highway 17A by-pass.
- East Mellick Road including side roads.
- Essex Road including side roads.
- School Road.
- Beauty Bay Road.
- Begg's Loop Road including side roads.
- Coker Road including side roads.
- Austin Lake and Schnarr Lake Roads.

North West Route consists of;

- Anderson Branch Road including side roads.
- Carlton Road including sides.
- James Road including sides.
- Peterson Road including sides.
- Bruckenburger Road.
- Minenault Road.
- Worona Road.

- Kinger Road.
- Snow Drive.
- Haney road.

The North and North West routes are shared within two trucks and graders when required.

Equipment used for plowing and sanding:

3 Graders



2 Plow & Sander Combo Trucks, 2 Plow trucks



2 Plow trucks used Frink plow with air activated ice scraper blade and new this year Polar flex plow. These blades helped cut usage of salt as they were used on The City's Main arteries East, West highway 17, Darlington Drive (Highway 596), Veterans Drive, Jones Road and Airport Road.

3 Sanders



2 Half ton plows and 1 One ton plow sander combo



4 Loaders with blades or buckets & 1 loader at sand dome



3 Track sidewalk units with blades or blower attachments



New Track Prinroth unit with the Back pack sander



2 Trackless sidewalk units with new sander trailers



Seasonal laborers shovel and sand stairs, ramps, assessable parking, intersection cross walks and CP walk over bridge. Plowing of East Highway Fire hall, Keewatin Fire hall, Keewatin Public Library.

Plowing and sanding of back lanes.

Plowing of Assessable parking locations; total of 19.

Snow plowing with removal & sanding; Waste water & Water Treatment Plants.

Snow plowing & sanding if required; Cemetery.

Snow plowing & removal; Fire hall.

Cemetery digs for burials when required; 1 wheeled loader with breaker attachment or mini excavator.

Snow removal with hired contractors;







Wastewater & water digs;







Catch Basin & Culvert Steaming;





Ice Ditching;





Pothole Repairs;





Other Achievements;

City hired contractors for snow removal;

Titan Contractors – Snow removal for Keewatin; 2 Loaders, 1 Grader, 2 Tandems, Traffic control personnel. Mar 4-21/2022 @ cost \$ 149,289.48

C.J. Edwards and Sons – Snow haul with blower crew; 3 Tandems. Feb 25-Mar25/2022 @ cost \$56,430.00

DeSmit and Son Contracting – Snow haul; 2 Tandems. Mar 2-25/2022 @ cost \$ 22,915.00

Greg Haney Contracting - Snow haul; 1 Tandem. Mar 2- 25/2022 @ cost \$ 13,744.40

L.F. Derouard Trucking Ltd. – Snow Removal fire hydrants Airport Road for WW & W Dept; 1 Loader, 1 Tandem. Mar 8-9 /2022 @ cost \$ 1,380.00

Triple Crown Industries – Parkade: 1 skid steer. Mar 4/2022 @ cost \$324.88

Hired Contractor for snow plowing;

Brooks Francis Contracting – Snow plowing Central area 1 Grader; Jan 1-Feb 28/2022 @ cost \$6,875.00

Total cost of Hired contractors for winter 2022 -\$ 250,958.76

Water and Wastewater

Status Report Period: 2022 1st Quarter

Name of Project:	Kenora Water Treatment Plant		
Project Manager:	LBE ENGINEERING	Project Sponsor:	Director of Engineering and Infrastructure Services
Start Date:	August 2021	Completion Date:	December 2021
Project Objective:	To complete Installation of new pad mount primary transformer and new 450kw standby generator and transfer switch		

Accomplishments:

- Project has been awarded to Lake of the Woods Electric.
- Selection of the Generator has been finalized.
- Budget has been set at \$ 975,000.00
- Construction has begun.
- Current expenditures to date for works is \$890,340.00

Schedule Status: Delayed (awaiting equipment to arrive)

Project Budget: \$975,000

Budget Status: Satisfactory

Lessons Learned / Best Practices:

Issues		
	Responsible	Response/ Due Date
• Additional cost incurred to meet emissions requirements of the MECP	Change in environmental standards	Change order 1 Completed unit in production extra incurred
• ESA required additional manual transfer switch and additional splitter box for installation	ESA Requirement unforeseen during design	Change order 1 & 2 approved and unit in production extra cost incurred
• Rock breaking required for excavation extra	Unknown conditions	Extra incurred will finalize cost upon completion of trenching

Request for Project Adjustments:

Adjustment	Reason
• \$40,478.00	Change order 1 Generator upgrade and 800A manual transfer switch
• \$ 6494.00	Change order 2 Additional splitter box

Plans for Next Period:

- Begin installation of transfer switch and new electrical service entrance.
- Finalize removal of old Generator and installation of new generator
- Finalize decommissioning of old transfer switch and removal of old transformers details.
- Finalize project completion and commissioning

Name of Project:	Upgrades		
Project Manager:	LBE ENGINEERING	Project Sponsor:	Director of Engineering and Infrastructure Services
Start Date:	October 2021	Completion Date:	December 2021
Project Objective:	Wastewater Treatment plant Grit separator raking mechanism refurbishment		

Accomplishments:

- Project was tendered and no Bids were received on closing August 12, 2021.
- After a follow up to bidders the tender was modified and has been re tendered and closes on September 17th, 2021.
- Budget has been set at \$300,000.00
- Tender is for costs based on time and materials to refurbish the existing unit which has operated since 1977 and is still in good shape however the moving parts are well worn and require replacement. The refurbishment was chosen over replacement which would likely have required a replacement of the headworks building and all processes contained within.
- No expenditures to date for these works

Schedule Status: Completed

Project Budget: 300,000.00

Budget Status: Original budget was \$300,000.00 by refurbishing the existing unit we will be able to realize a reduction in cost completing the works on a time and materials refurbishment

Lessons Learned / Best Practices:

Issues		
	Responsible	Response/ Due Date
• No Bidders on first tender opening August 12, 2021	Too much risk in bidding this project for Bidders	Went back to bidder to investigate why they chose not to Bid
• Re tender project after adjusting tender documents	bid opening on September 17, 2021	Work
• After further review original contract did not indicate a guaranteed Maximum Amount	Director of E&I Services engaged LBE on the concern and had the contract adjusted	New contracts arrived 30 Nov 2021

Request for Project Adjustments:

Adjustment	Reason
• \$-	Post Bid
• \$	

Plans for Next Period:

Name of Project:	Valley Lift station Upgrades		
Project Manager:	LBE ENGINEERING	Project Sponsor:	Director of PW
Start Date:	October 2021	Completion Date:	December 2021
Project Objective:	Replace existing pit less, piping structure and check valve assemblies to force main		

Accomplishments:

- Project has been awarded to M Builds North Western Ontario
- Mechanical design and construction methods have been finalized.
- Budget has been set at tender approved cost of \$ 468,900.00
- Construction is set to begin in October.
- No expenditures to date for these works however we were able to negotiate a reduction in costs of \$14,100.00.
- Force Main Bypass valve replaced in house as part of Post Bid Addendum # 1

Schedule Status: Completed

Project Budget: \$468,900.00

Budget Status: Original budget was only \$300,000.00 however were able to realize a reduction in cost on our other Capital projects at the WTP and the WWTP to cover the additional cost of this project.

Lessons Learned / Best Practices:

Issues		
	Responsible	Response/ Due Date
<ul style="list-style-type: none"> • Mechanical system Failure of force main check valves cracked and broken since May 2021 on both pumps. 	Pipe and valve deterioration	Temporary Emergency repairs completed to one pump and the other pump was disabled until repairs can be completed
<ul style="list-style-type: none"> • Reduction in project costs with a post bid addendum # 1 	Revised work scope and materials	Complete cost savings realized \$14,100

Request for Project Adjustments:

Adjustment	Reason
<ul style="list-style-type: none"> • \$-14,000.00 	Post Bid Addendum # 1
<ul style="list-style-type: none"> • \$ • 	

Plans for Next Period:

Environmental Services

The Transfer station opens seven days a week and provides waste management services to the public. The garbage, construction demolition waste received at the transfer station is buried at the landfill. The recycled waste materials, including scrap metals, electronic waste, tires, and hazardous waste, are diverted from the landfill. All blue box waste material is transported to recycle facility in Winnipeg.

The Various municipal solid waste collection and disposal activities in this year's 1st quarter are provided below.

Customers served at the Transfer Station

The weigh scale of the Transfer station served 9,749 customers in these three months. These numbers do not include the customers who use the recycle depot. The table below shows that 74% were residential and 26% were commercial customers who used the scale facility.

Customers	January	February	March	Total
Residential Customers	2,844	2,062	2,304	7,210
Commercial Customers	863	773	903	2,539

Tipping fees collected at the Transfer Station

The Environmental services have generated \$ 424,132 revenues from the tipping fee, including the sale of garbage bag tags in these three months.

Description	January	February	March	Total
Tipping fee (\$)	158,632	128,982	136,518	424,132

Sale of Garbage Bag Tags

Environmental services sold 56,610 bag tags in these three months. Bag tags are sold at the Transfer Station, City Hall, Library, and from different retail stores in town. The City provides a 5% discount per tag to retail stores. The garbage bag tag sale represents only 26 % of the total revenue of the department.

Description	January	February	March	Total
Garbage bag tag sale	23,120	15,545	17,945	56,610
Revenue (\$)	45,170	30,250	35,000	110,420

Curbside Collection

The Environmental services collected 222.5 tons of garbage and 104.1 tons of blue box recycling from the curbside in these three months. The diversion rate from the curbside is around 31.9%.

Type of Waste	January	February	March	Total
Garbage (Tons)	80.9	73.8	67.8	222.5
Recycle (Tons)	39.9	35.8	28.3	104.1

Garbage (Residential & Commercial)

The Environmental services collected/received 1,529.4 tons of commercial and residential garbage in these three months. The garbage is disposed of at the Kenora Area Landfill. The curbside garbage represents only 14.5 % of total garbage disposed at the landfill.

Type of Waste	January	February	March	Total
Garbage Residential & commercial (Tons)	574.4	490.2	464.8	1,529.4

Construction and Demolition Waste materials

The Environmental Services received 948.9 tons of construction and demolition waste from residential and commercial customers in a three-month period. The construction and demolition waste is disposed of at the Kenora Area landfill. Construction and demolition waste represent a significant portion of the waste managed by the department.

Type of Waste	January	February	March	Total
Construction & Demolition waste (Tons)	293.3	301.4	354.3	948.9

Scrap Metal

17.8 tons of scrap metal were collected at the Transfer Station for disposal/ recycling. The scrap metal is transported to the municipal yard on Ritchie road. The scrap metal is sold to a scrap metal contractor at the end of the year.

Type of Waste	January	February	March	Total
Scrap Metal (Tons)	9.9	2.4	5.5	17.8

Sewer Sludge

Environmental services received Sewer Sludge from the City of Kenora Wastewater Treatment Plant for disposal. The landfill buried 582.3 tons of sewer sludge in these three months.

Type of Waste	January	February	March	Total
Sewer Sludge (Tons)	259.3	188.9	134.1	582.3

Industrial Ash

759.2 tons of Industrial ash was received at the landfill for disposal in these three months from Weyerhaeuser. This is mixed with sewer sludge and used as a daily cover material at the landfill.

Type of Waste	January	February	March	Total
Industrial Ash (Tons)	254.5	277.5	227.2	759.2

Hog Fuel

2,712 tons of hog fuel (mix of coarse chips of bark and wood fiber) was received at the landfill for disposal in these three months from Weyerhaeuser. This is used as a daily cover material to cover compacted garbage at the landfill in winter.

Type of Waste	January	February	March	Total
Hog Fuel (Ton)	1,126.2	889.7	696.3	2,712.2

Approved Contaminated Waste

The landfill did not received any contaminated soil for disposal in the three months. Approved contaminated waste is dirt or soil contaminated with diesel or gasoline. Contaminated waste is only accepted when a TCLP result shows a minimal presence of heavy metals. This is used as a daily cover material to cover the garbage in the landfill.

Type of Waste	January	February	March	Total
Approved Contaminated Waste (Tons)	0	0	0	0

Electronic Waste

The Environmental services diverted 4.57 tons of electronic waste from the landfill in the three months. This is free for the resident to dispose of at the transfer station. Electronic products recycle association provides service to remove the electronic waste collected at the Transfer Station.

Type of Waste	January	February	March	Total
Electronic Waste (Tons)	4.57	0	0	4.57

Brush, Leaf & Yard waste

The Environmental services diverted 7.4 tons of brush, leaf & yard waste from the landfill in the three months. The material is taken to the landfill and stored in a brush pile. A contractor is hired to grind the material along with tree branches. The ground product is placed in windrows for natural composting along with yard waste and grass.

Type of Waste	January	February	March	Total
Brush and yard waste wood chips (Tons)	7.4	0	0	7.4

Blue Box Recycle Operation

The Environmental Services transported 300 tons of blue box recycle waste materials to the recycling facility in Winnipeg from Kenora. The comingle portion was 44 %, cardboard was 47%, and mixed paper was 9%. No paper was transported to Winnipeg in February. The City pays \$ 145 per ton to the Recycling facility to recycle comingle, and the City is receiving an \$ 80-85 per ton of rebate for recycling cardboard.

Type of Waste	January	February	March	Total
Comingle (Tons)	35.5	51.0	45.7	132.2
Cardboard (Tons)	52.3	38.6	50.4	141.3
Mixed Paper (Tons)	12.0	0	14.4	26.4

Public space Garbage and Recycling collection

The City also collects recycling and garbage from public space. Smart bins (Big Belly) are used to collect garbage and recycle from public spaces. The garbage bins were emptied 167 times, and recycle bins (Big Belly) were emptied 115 times. 4.22 tons of garbage and recycles were collected in these three months.

Type of Waste	January	February	March	Total
Garbage bin (Big Belly)	52	62	53	167
Recycle bin (Big Belly)	42	37	36	115
Waste collected (tons)	1.49 (estimated)	1.24	1.49	4.22

Glass bottles

27.2 tons of glass bottles were collected at the Transfer Station for disposal/ recycling. The glass waste is taken to the landfill and used as a sub base course for landfill road. The City does not collect glass at the curbside but has a bin at the transfer station.

Type of Waste	January	February	March	Total
Glass bottles (Tons)	12.8	6.06	8.3	27.2

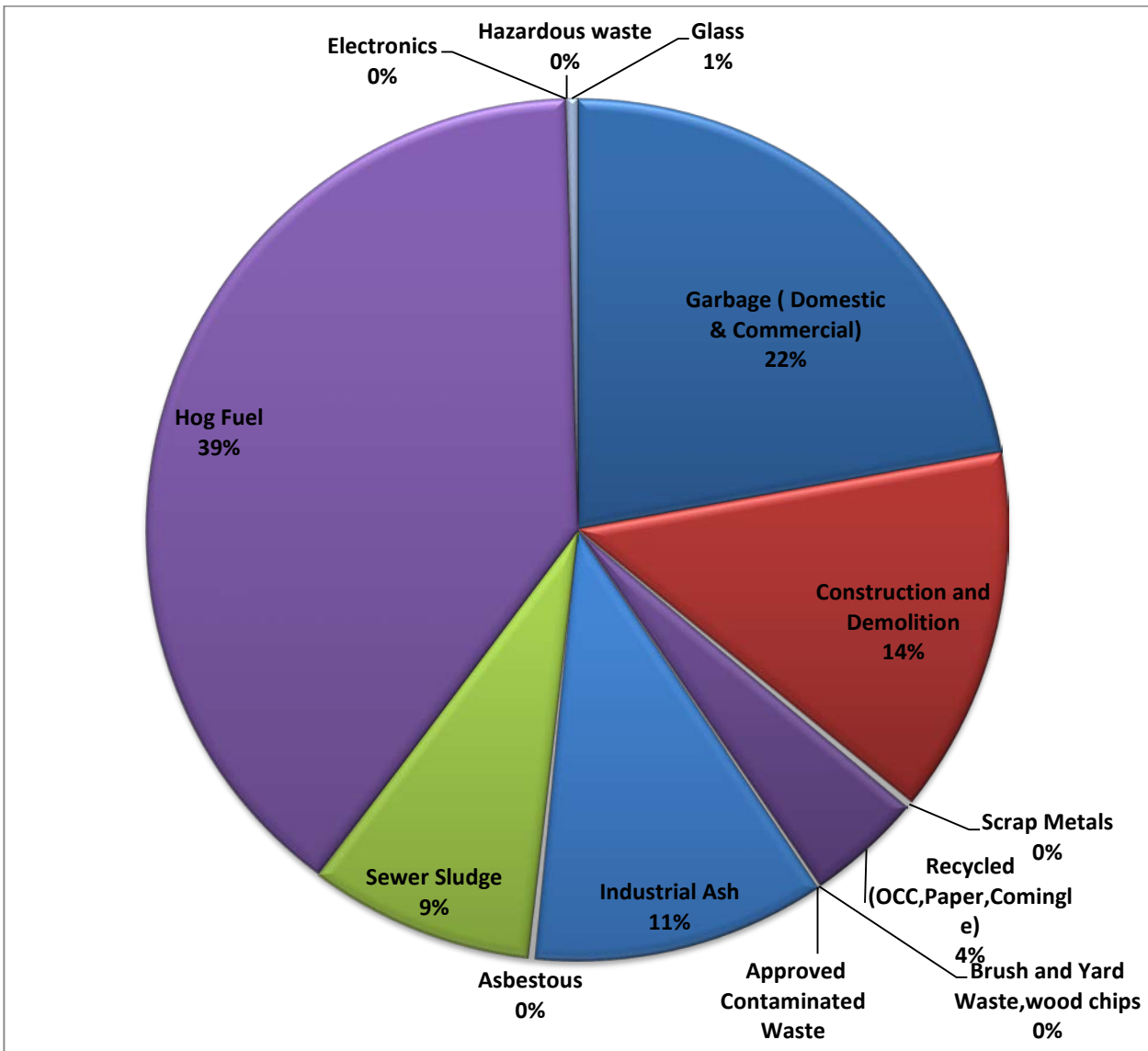
Distribution of Municipal Solid Waste (Jan-Feb-Mar) 2022

The table below shows the municipal solid waste received /collected at the transfer station for disposal/recycling. A total of 6,908 tons of municipal solid waste was received for disposal in these three months. Transfer station diverted 330 tons of waste from the landfill, and 6,578 tons of municipal solid waste was disposed of in the landfill

Waste Type	Weight (Tons)	Distribution
Garbage (Residential & Commercial)	1,529.4	22.2 %
Construction and Demolition waste	948.9	13.8 %
Scrap Metal	17.8	0.3%
Blue Box recycle	300.0	4.4 %

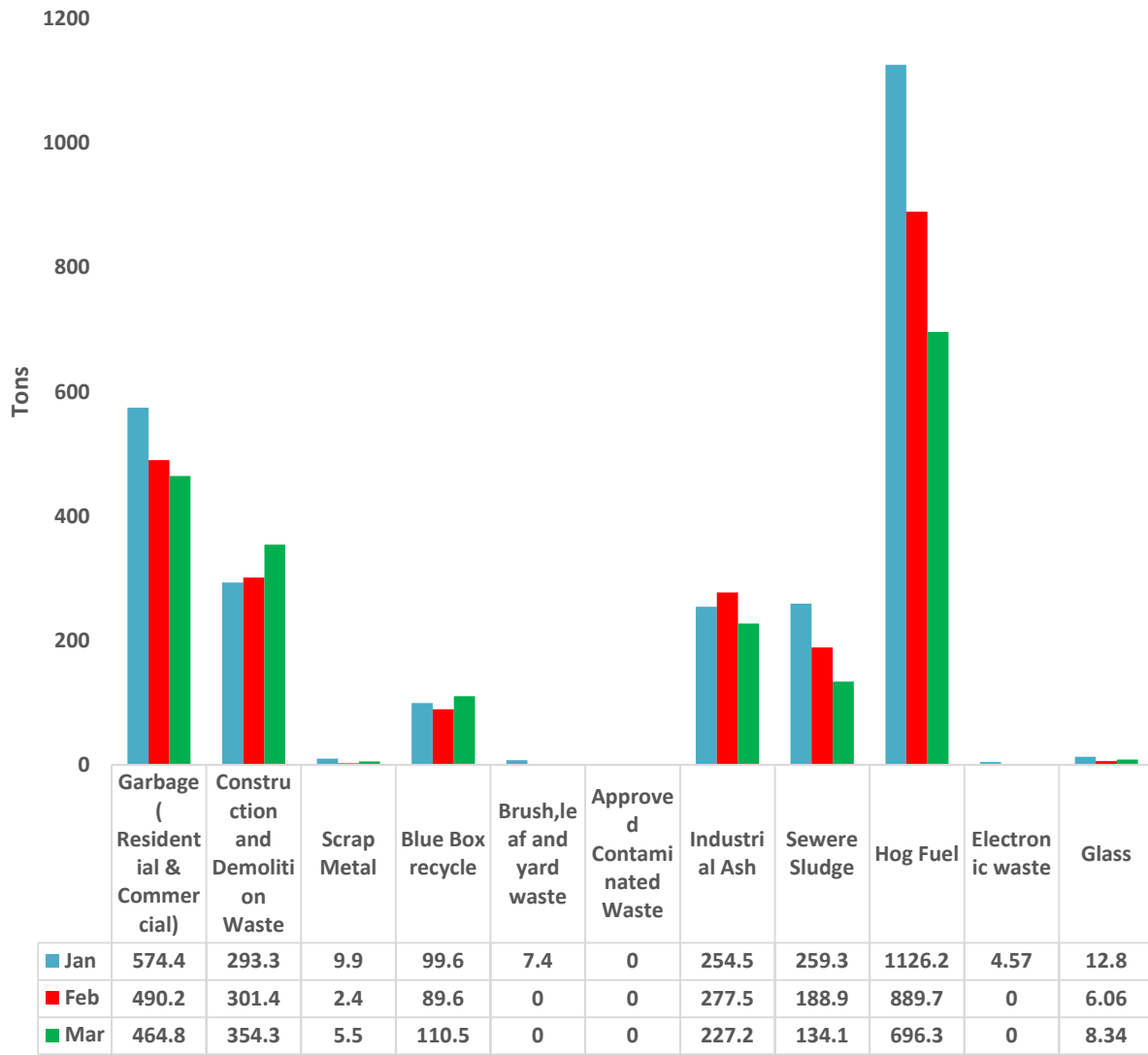
Brush, leaf, and yard waste	7.4	0.1 %
Approved Contaminated waste	0	0 %
Asbestos waste	19	0.2 %
Industrial Ash	759.2	11 %
Sewer Sludge	582.3	8.5 %
Hog Fuel	2,712.2	39.54%
Electronics Waste	4.5	0.1 %
Glass	27.2	0.4 %
Total	6,908	

The figure below shows the distribution of municipal solid waste collected in these three months (January, February & March) by weight. The municipal solid waste had 22% garbage, 14% Construction, and demolition, 39% Hog fuel, 8.5% sewer sludge, and 11% industrial ash.



The graph below shows monthly variations of municipal solid waste received at the transfer station in these three months.

Municipal Solid Waste Variations (Jan-Mar,2022)



May 6, 2022

City Council Committee Report

To: Kyle Attanasio, Chief Administrative Officer

Fr: Marco Vogrig, Municipal Engineer

Re: General Engineering Services Proposal

Recommendation:

That the proposal submitted by Stantec Consulting Ltd. for General Engineering Services be hereby accepted.

Background:

The City of Kenora requires the aid of specialized Engineering support in order to appropriately evaluate, maintain, and develop our infrastructure. Proponents were required to clearly demonstrate their expertise in areas that included but were not limited to:

- **Electrical** – traffic signals, street lighting, instrumentation, SCADA, programming, standby generators, buildings and facilities
- **Mechanical** – pumping stations, treatment plants, standby generators, buildings and facilities
- **Sewer & Water** – collection and distribution studies, analysis, design and tendering; treatment plant processes, maintenance and optimization; provincial regulation reporting, audits and conformance, CCTV data review and rating. water and wastewater treatment optimization
- **Storm** - collection studies, analysis, design and tendering; provincial regulation reporting, audits and conformance, CCTV data review and rating
- **Project Management** – contract administration and or inspection for various/miscellaneous City designed and or tendered projects, third party advocate/peer review engineer representation and services
- **Bridges** – biennial inspections, design, tendering, contract administration & inspection, damage review and recommendation, structural investigation and analysis
- **Planning & Development** – subdivision and ICI development review, traffic impacts, storm water management, servicing capacity analysis and review, environmental assessment and record of site condition reporting and third party review of the same.

- **Asset Management** – bench mark costing, asset life cycle, capital planning and forecasting, asset condition ratings, data collection
- **Surveying** – field surveying via total station and GPS methods
- **Roads** – analysis, design and tendering for roads infrastructure, traffic calming, traffic counts, traffic flow and parking studies, recommendations on signage and speed limits, traffic impact studies and third party review of same, railroad crossings and associated projects involving CP Rail and Transport Canada
- **Structural** – inspection, analysis, studies, design, tendering, contract administration, inspection for buildings, facilities, retaining walls and other structures
- **Geotechnical & Hydrogeological** – soils, bedrock and ground water investigation, drilling, sampling, analysis, reporting and recommendations
- **Permitting, Approval and Funding applications** – assist in applications and obtaining various provincial, federal and third party permits and approvals including funding applications
- **Third Party Utilities** – review and advice related to third party utility projects and infrastructure related to, but not limited to, hydroelectric, communications and natural gas
- Rate Feasibility Studies, Master Plans and other Municipal Strategic evaluation and assessment

A Request for Proposal (RFP) for General Engineering Services was posted by the City with a requirement for submissions to be received on or before 2:00:00 pm on 08 April 2022 (the RFP Closing Time).

The City receive 6 (six) proposals which were evaluated by 3 (three) individuals within administration. Utilizing the scoring criteria (Table A) established within the RFP document each team member individual scored the 6 (six) received proposal on their individual merits.

Table A

Evaluation Criteria	Mark (%)	Points available	Subtotal
Corporate Experience		25	
Pricing		35	
Municipal Experience		25	
References		15	
Total Points Available		100	

All three members determined through their individual evaluation that Stantec Consulting Ltd. had received the highest scoring.

Budget:

The proposal is for services on an as needed basis for three (3) years with an opportunity for two (2) one (1) year extensions. Each individual department who requests any of the available services will be required to utilize their operating or capital budgets to cover the costs.

Communication Plan/Notice By-law Requirements: bylaw

Risk Analysis:

As per the requirements of the ERM policy, the City will mitigate and reduce the risk and liability to the Corporation, the many stakeholders of Kenora, and Environment through enhanced decision making.

Strategic Plan or other Guiding Document:

Goal#2 Strengthen Our Foundations

2-1 - The City will ensure that our municipal infrastructure is maintained using available resources with the intent of moving towards all City infrastructure being in a good state of repair to ensure certainty, security and long-term stability of our systems

2-2 - The City will keep in the forefront that there is a significant infrastructure deficit, and current and future Councils will need to continue to work towards allocating sufficient resources to be able to adequately address this issue.



April 29, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Mukesh Pokharel, Manager of Environmental Services
David Mellor, Project Engineer

Re: Budget Amendment—Kenora Area Landfill Perimeter Road Construction

Recommendation:

That Council hereby approves a budget amendment in the amount of \$171,272 to be funded through the Solid Waste Reserve to complete the Phase I Perimeter Road Construction at the Kenora Area Landfill; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend its 2022 Solid Waste Operating & Capital Budget at its May 17, 2022 meeting to withdraw funds from the Solid Waste Reserve in the amount of \$171,272 to complete this work; and further

That Council give three readings to a by-law to amend the 2022 Solid Waste Operating & Capital budgets for this purpose.

Background:

The Kenora Area Landfill Perimeter Road Construction Project was tendered and awarded to Moncrief Construction Ltd. in September of 2021. At the time of project award in 2021 the 2021 capital budget allocation was adequate for project completion and during construction cost efficiencies were found to allow a portion of the 2021 budget to be returned to Solid Waste Reserves.

The original project schedule was to finish the majority of the construction works prior to fiscal year end and carry over was approved and accounted for in the 2022 budget. However, due to the severity of weather during early November portions of the project scope originally planned for 2021 were delayed into the spring of 2022, which was not anticipated in the 2022 carry forward funding. Due to the timing of capital budget preparation and increases in the amount of work carried forward the estimate in 2022 was not updated to reflect the schedule changes. As a result, a capital budget shortfall in 2022 exists.

The project will be completed in the June of 2022 with Phase 2 of the works planned for 2023.

Budget: Funds will be allocated from the Solid Waste Reserve.

Risk Analysis: As per the requirements of the ERM policy, there would be a moderate risk as the City of Kenora has contract obligations with the Contractor to fulfill.

Communication Plan/Notice By-law Requirements: bylaw required
Distribution: K. Gannon, M. Vogrig

Strategic Plan or Other Guiding Document:

2022-2027 Strategic Plan

Goal 1.1 – Position Kenora for growth through proactive infrastructure planning.

Goal 1.2 – Ensure well maintained and sustainably financed City infrastructure.



May 10, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Stace Gander, Director of Community Services

Re: 2022 Successful Funding Applications

Recommendation:

That Council receives the 2022 funding announcements that were not previously built into the 2022 capital plan:

- \$500,000 to be funded through the Northern Ontario Heritage Fund Corporation (NOHFC) for the City of Kenora Parks repairs and improvement project;
- \$450,000 to be funded through the NOHFC for the Norman Park Playground interpretive area upgrade and improvement project;
- \$500,000 to be funded through the NOHFC for the City of Kenora Baseball diamond enhancement project;
- \$500,000 to be funded through the NOHFC for the City of Kenora – Keewatin Memorial Arena repair and upgrade project;
- \$480,000 to be funded through the NOHFC for the City of Kenora dock upgrade project;
- \$400,000 to be funded through the NOHFC for the Museum retrofit project;
- \$3,666,499.56 to be funded through Invest in Canada Infrastructure Program (ICIP) through its Community, Culture and Recreation Stream program for the Kenora Recreation Centre rehabilitation project; and further

That the 2023 budget will reflect the funding contributions.

Background:

As directed by Council, Administration applied for a number of projects to be funded through either ICIP or the NOHFC. The approach was to leverage projects that Council had previously approved in the 2022 Capital plan or, projects that were identified as necessary in subsequent years. The City was successful in 100% of its applications.

It is worth noting that the projects above are multi-year projects and as such, portions of them will be carried forward into future years. The current project schedules would see all NOHFC projects noted below being completed by the end of 2023. The ICIP project at the Rec Centre will be a longer-term project given the order of magnitude and will have a completion goal of 2024 or 2025.

Kenora Parks repairs and improvement project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be funded by the City of Kenora. \$141,000 is currently built into the 2022 capital plan. The remaining \$25,666.67 is identified under projects that are proposed in the 2023 capital plan.

Projects under this project include:
Installation of a playground for Central Park
Keewatin Beach repairs and improvements
Coney Island boardwalk and dock improvements
Beatty Park walking path upgrades
Washroom improvements
Sun shades canopies

Norman Park Playground interpretive area upgrade and improvement project:

\$450,000 to be funded through NOHFC.

Project under this project includes:

Installation of an interpretive centre area for you children.

This project will accompany the fully accessible playground of which \$410,000 is already built into the 2022 capital plan and broken down as follows: \$100,000 to be to be funded by the City of Kenora, \$50,000 private donation and \$260,000 Ontario Trillium Foundation.

Kenora Baseball diamond enhancement project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be to be funded by the City of Kenora. \$55,000 is currently built into the 2022 capital plan. The remaining \$111,666.67 is identified under a project that is proposed in the the 2023 capital plan.

Projects under this project include:

Fencing replacement and improvement

Installing infield mix

Baseball field lighting

Keewatin Memorial Arena repair and upgrade project:

\$500,000 to be funded through NOHFC and \$166,666.67 to be to be funded by the City of Kenora. \$100,000 is currently built into the 2022 capital plan. The remaining \$66,666.67 is identified under projects that are proposed in the 2023 capital plan.

Projects under this project include:

Façade improvements

Roof repairs

Dehumidifier rebuild

New flooring

Concession upgrades

Accessible lift

Kenora dock upgrade project:

\$480,000 to be funded through NOHFC and \$160,000 to be to be funded by the City of Kenora. \$80,000 is currently built into the 2022 capital plan. The remaining \$80,000 is identified under projects that are proposed in the 2023 capital plan.

Projects under this project include:

Additional docking at Coney Island

Additional docking at the Discovery Centre

Additional docking at Garrow Beach

Docking at Norman Beach

Docking improvements at Keewatin Beach

Improvements to Water Street docks

Additional docking at Keewatin Memorial Arena

Replacing of the dock at the Hospital

Improvements to the docks on the Winnipeg River
Continued improvements to the White Cap Pavilion docks

Museum retrofit project:

\$400,000 to be funded through NOHFC and \$150,000 to be funded by the City of Kenora. \$70,000 is currently built into the 2022 capital plan. The remaining \$70,000 is identified under projects that are proposed in the 2023 capital plan. The remaining \$10,000 will be added to the 2023 capital plan.

Projects under this project include:

- Fire alarm replacement
- Fencing replacement
- Washroom improvements
- Refurbish of the front steps
- Roof replacement

Kenora Recreation Centre Rehabilitation Project

Total Budget - \$4,999,999.40 of which \$3,666,499.56 to be funded through ICIP through its Community, Culture and Recreation Stream program and \$1,666,499.80 to be funded by the City of Kenora. \$318,000 is currently built into the 2022 capital plan. The remaining \$1,348,499.80 is identified under projects as follows: 2023 capital plan - \$105,000, 2024 - \$927,000, 2025 – \$233,000. The remaining \$83,499.80 will require a budget amendment at a later date.

Projects under this project include:

- Replacement of the arena concrete drypad
- Tennis court refurbishment
- Dressing room enhancement
- Foyer and front desk realignment
- Walking track replacement
- Baseball diamond improvements
- Roof work over the Wellness Centre wing
- Parking lot improvements
- Pool mechanical system upgrades
- Fitness equipment change-out

This project will be the longest project given the number of elements identified in the project.

Budget: As outlined above

Risk Analysis: There is a high risk in not approving these budget amendments given the order of magnitude of the funding equal to \$6,496,499.56.

Communication Plan/Notice By-law Requirements: Bylaw required

Strategic Plan or other Guiding Document:

Five Year Economic Development & Tourism Strategy
Charting Our Course 2027 – Strategic Plan

- 1.1 Position Kenora for growth through proactive infrastructure planning
- 1.2 Ensure well maintained and sustainably financed City Infrastructure
- 2.1c Implement tourism initiatives to enhance visitor rates and experiences
- 3.1 Deliver coordinated four-season cultural and recreational infrastructure, programs and events

May 10, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Stace Gander, Director of Community Services

Re: Application to the Federal Economic Development Agency – Ontario Regional Tourism Relief Fund

Recommendation:

That Council hereby authorizes a funding application to the Federal Economic Development Agency – Ontario Regional Tourism Relief Fund; and further

That Council approves any cost overruns associated with this project.

Background:

The Ontario Regional Tourism Relief Fund was created to support tourism businesses, municipalities and organizations to adapt their operations, facilitate growth, and position Ontario to be a destination of choice for both domestic and international visitors. This fund was created to help support organizations as they recover from downturns as a result of the COVID pandemic.

The funding envelope lines up very well with work that is on-going related to the City's new tourism destination brand, website and marketing strategy. If successful, staff will undertake a project to develop additional tourism promotion products including digital videos and virtual reality experiences.

The value of the application is \$100,000.

Budget: This application leverages existing capital projects including the Tourism project and some of the MAT projects. There is no negative financial impact related to this application.

Risk Analysis: The financial risk of this applications is related to not submitting for funding. If successful, the City of Kenora will be in an improved financial position.

Communication Plan/Notice By-law Requirements: By-law if contribution agreement is received from the Federal Economic Development Agency.

Strategic Plan or other Guiding Document:

Five Year Economic Development & Tourism Strategy

Charting Our Course 2027 – Strategic Plan

- 1.1 Position Kenora for growth through proactive infrastructure planning
- 2.1c Implement tourism initiatives to enhance visitor rates and experiences
- 3.1 Deliver coordinated four-season cultural and recreational infrastructure, programs and events

May 10, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Stace Gander, Director of Community Services

Re: Budget Amendment – Art Centre Balcony Water Damage Project

Recommendation:

That Council hereby approves a budget amendment in the amount up to \$12,500 plus HST to be funded through the Art Centre reserve for emergency repairs to the art centre balcony; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to amend its 2022 Capital budget at its May 17, 2022 meeting for this purpose; and further

That Council give three readings to a By-law to amend the 2022 Capital budgets for this purpose

Background:

Muse staff had reported that water was leaking into the building at the Art Centre. Facilities staff met with the General Contractor and sub-contractor to assess the potential cause. Once on-site, visible cracking of mortar joints of the limestone was noticed. To assist in the assessment, staff gave approval to remove existing limestone to attempt to assess the root cause of the problem. Upon review there were several deficiencies noted which include:

- No drip ledge on the capping stone,
- Mortar joints cracked allowing for water gain access behind the stone,
- Water damage to cement board behind the stone,
- No water proofing membrane properly wrapping light fixtures.





The consensus between the General Contractor and sub-contractor is to complete the following scope of work:

- Remove all stone on the balcony,
- Removal of the furring strip behind the stone to recess the new stone,
- Removal of the existing light fixtures,
- Installation of new water proofing membrane,
- Installation of new stone.

This project is considered an emergency project due to water entering the Art Centre.

Budget / Financial Implications:

The total cost of the work will not exceed \$12,500 plus HST.

Risk Analysis:

There is a medium to high risk associated with this project if not undertaken.

Communication Plan/Notice By-law Requirements:

Community Services; Finance and Administration; Resolution and By-Law required

Strategic Plan or other Guiding Document:

Charting Our Course 2027 – Strategic Plan

2.1 Ensure well maintained and sustainably financed City infrastructure.

May 10, 2022

**City Council
Committee Report**

To: Kyle Attanasio, CAO

Fr: Stace Gander, Director of Community Services

Re: Community Services Quarterly Update – Q1 2022

Recommendation:

That Council hereby receives the Community Services Division first quarter report for 2022 as presented.

Background:

As part of the planning process, Administration seeks and receives Council's approval on operating and capital budgets in any given year. In an effort to provide Council with an update on progress towards achieving these goals, the following report has been created.

Parks & Facilities

Central Community Club

Broke ground on our Central Community Club project with the pipe foundation being installed and ready for concrete forms for both the clubhouse and the building.





Procurement for the new proposed playground for the Central Site as a result of NOHFC funding. Installation is slated for spring 2023 (35 week lead time for delivery due to COVID). This aerial view gives a great view of how the park will look once construction is complete.



Cemetery

The Parks and Cemetery Crew worked hard on a record setting Ice Candle Program this year with 3,154 ice candles sold and 448 Veterans candles



Museum

New energy efficient and fully controllable LED lighting was installed at the Lake of the Woods Museum.



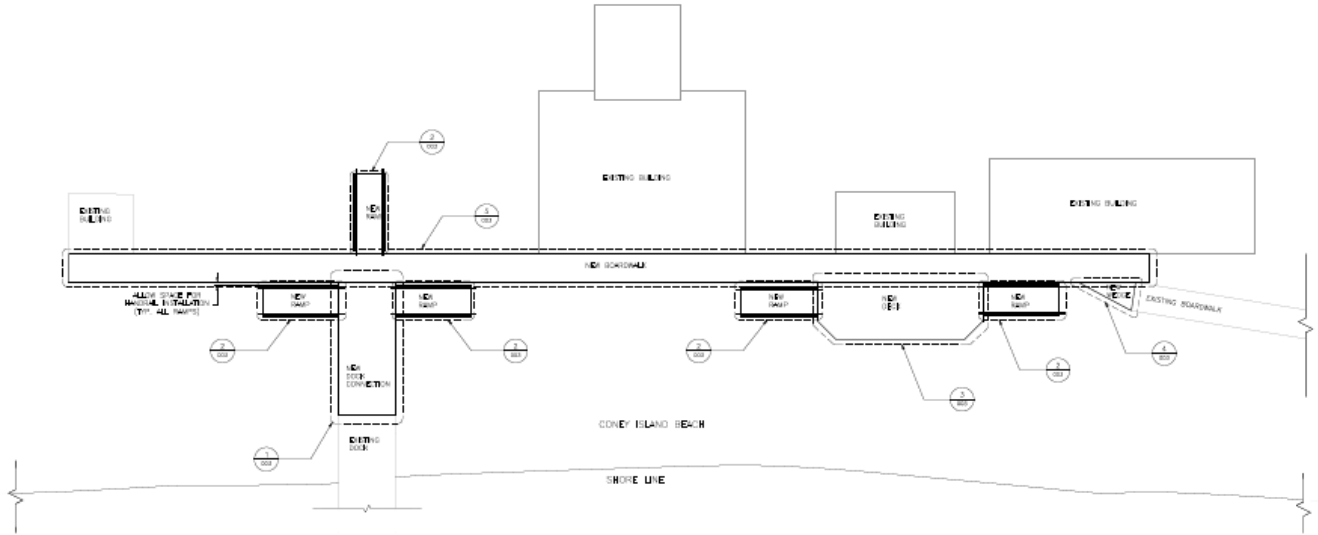
Norman Park

Norman Park fully accessible playground has been designed and ordered for a spring 2023 install.



Coney Island Beach

Coney Island Boardwalk Repairs has been designed and contract awarded. Construction is starting as soon as the ice is off the bay.



Dock upgrade for Coney Island has been tendered and ordered for late June proposed installation.



White Cap/Pavilion Grounds Management

City staff took over management of the White Cap Pavilion and performed upgrades on the facilities over the first few months of winter focusing primarily on the washrooms.



Multiple other projects in Parks and Facilities include:

- Upgrade urinals in Fire Hall #1
- Repair and order new electric unit heater for Fire Hall #3
- Tender for Husky the Musky facelift
- McLeod Park cleanup, construction preparation (removal of mining equipment) and assistance with work planning
- Rotary Peace Park planning
- Rec Center parking lot upgrade planning
- Museum washroom upgrade pricing and coordination
- Painting and refurbishment of multi City offices
- Level Coney Island pipe dock
- Janitorial Tender, Parks Washroom Tender, Fire Safety Device Inspection Tender which encompassed over 75 different locations
- Tender for Operations Center renovations
- Coordination of BAS Upgrades on 5 city buildings
- Tender for roof replacement at Keewatin Memorial Arena

Tourism

New Tourism Destination Brand & Marketing Strategy

In 2021, Tourism Kenora retained the services of local marketing firm, Wake Marketing, to develop a new tourism destination brand, visitor website and one year marketing strategy. The new brand was presented and adopted by Council in April which focuses on multiple assets that our community has to offer year around. This project will assist staff in attracting and retaining visitors moving forward.



Winter Matuski Market

Tourism Kenora hosted a winter Matuski Farmers market on March 5th at Seven Generations. The February market had to be cancelled due to COVID.



Science North Phase 2 Expansion Announcement

On March 31st, NOHFC in partnership with Science North and the City of Kenora announced funding for phase two of Science North’s expansion plans into Northwestern Ontario. This includes a projected expansion to the Lake of the Woods Discovery Centre.



Installation of Dehumidifier at Kenora Rec Centre

In 2021 the City of Kenora received funding from ICIP – COVID stream for the installation of a dehumidifier at the Kenora Recreation Centre. The project was completed and fully commissioned in February 2022. This will assist with the quality of ice and provide an opportunity to have summer ice in Kenora.



New Fitness Programming

Staff worked with our fitness contractors to develop new registered fitness programs. These programs are in addition to our regular group fitness programming.



Stronger - March Group

Beginner Strength & Mobility

A great opportunity for beginners and new gym users to learn the basics of strength and mobility training with a supportive group.

March 2 - March 26, 2022
Registration Fee: \$60+ applicable taxes.

Wednesday: Mobility
6:00 PM - 7:00 PM
Develop increased range of motion and flexibility using a variety of stretching and resistance band exercises.

Saturday: Strength
10:00 AM - 11:00 AM
Develop upper and lower body strength using bodyweight, resistance bands, and dumbbell exercises.

For more information, call 467-2087



MARCH RIDE CHALLENGE

COME TO RHYTHM RIDE FOR THE MONTH OF MARCH AND HAVE YOUR NAME ENTERED TO WIN 5 FREE RIDES IN APRIL

CLASSES ARE:
MONDAY 7 - 8 PM &
FRIDAY 6 - 7 PM



Rec Centre Numbers

Participant Visits by Activity

ACTIVITY	January – December 2021	January – March 2022
Lane Swim	2416	1243
Tot Swim	661	615
WaterFit	1208	974
GentleFit	266	107
Schools	4364	3980
Public Swims	5935	5418
Weekend Leisure Swims	89	815
Rentals	1207	1091
Swim Lessons	3043	1474
Life Saving Society Programs	70	459
Special Olympics	92	71

Kenora Swimming Sharks/Kenora Borealis	1450	645
Other (Special Programming)	550	258
Hot Tub	4525	3395
Pool Totals (Based on batherload)	25,876	20,545
Walking Track	5797	2136
Open Ice	300	740
Fitness Centre	16,804	8266
Group Fitness	1059	795
Facility Total	49,836	32,482

*** The batherload for the pools are sporadically tallied by lifeguards throughout the day. During a swim, a bather can utilize all 4 pools and be counted each time they enter a pool. These numbers are utilized so the operators can properly calculate the chemistry of the pool for adding fresh water/chemicals.

Facility Closures due to COVID (Kenora Rec Centre & Keewatin Memorial Arena)
2021 – January 1st – March 8th, April 3rd to July 6th and December 22nd – December 31st.

Aquatic Centre reopened to the public on August 30th, 2021 2022 – January 1st – January 31st

Facility Rental Hours

Facility Booking in Hours	Year End 2021	January – March 2022
Thistle Rink	1110 hours	776.5 Hours
Keewatin Memorial Arena	1131 hours	466.75 hours
Recreation Facility Rooms	348 hours (October – December)	437.75 Hours

In 2021 the ice was removed in February due to COVID shuts down from January 1st – March 8th & April 3rd – July 6th. Summer ice began in July 2020.

In 2022 the Kenora Arena and Keewatin Arena were closed due to a COVID shutdown January 1st – 31st.

Community Services Joint Marketing

The City of Kenora, Community Services department generated cohesive programs for the community during March Break. Each department promoted each other's events with combining them into one poster. The Community Services department also created a scavenger hunt for children to participate in at the Kenora Recreation Centre, Douglas Family Art Centre, Kenora Public Library and Lake of the Woods Museum. Individuals had an opportunity to win a prize at each department for participating and a grand prize for completing the full passport.

SPRING BREAK

With the City of Kenora's Community Services

Douglas Family Art Centre

March 15-19
Scavenger Hunt

March 19 - 2-3:30pm
Family Crafternoon: Welcome Spring!
Free admission, pre-registration is required

Lake of the Woods Museum

March 15-19
Scavenger Hunt

March 15-19
Dakobinaawaswaan (Baby in a Cradleboard) Exhibit & Tikinagan Craft
Admission by donation

Kenora/Keewatin Public Libraries

March 12-19, Kenora
Kenora Branch Book Sale

March 12-19, Kenora & Keewatin
Scavenger Hunt

March 14 - 10am-4pm, Kenora
Secret Life of Squirrels Storywalk

March 14, 16 & 18, Keewatin
Keewatin Branch Book Sale

March 16 - 10am-4pm, Kenora
Making The Moose Out of Life Storywalk

Kenora Recreation Centre

March 14-18, specified times
Scavenger Hunt

\$3 or Free Public Skating

14+ Open Hockey

\$3 Family Swim

\$3 or Free Public Swim

Leisure Swim

Tot Pool

Lane Swim

Waterfit & Gentle Waterfit

For more information, please contact us.

Douglas Family Art Centre: (807) 467-2201

Lake of the Woods Museum: (807) 467-2105

Kenora Public Library: (807) 467-2081

Kenora Recreation Centre: (807) 467-2087

Risk Analysis:

As per the requirements of the ERM policy, operational risk would vary if the work were not completed based on several factors outlined in the ERM policy.

Communication Plan/Notice By-law Requirements: Information only

Strategic Plan or Other Guiding Document:

Five Year Economic Development & Tourism Strategy

Charting Our Course 2027 – Strategic Plan

- 1.1 Position Kenora for growth through proactive infrastructure planning
- 1.2 Ensure well maintained and sustainably financed City Infrastructure
- 2.1c Implement tourism initiatives to enhance visitor rates and experiences
- 3.1 Deliver coordinated four-season cultural and recreational infrastructure, programs and events



May 10, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

**Fr: Stace Gander, Director of Community Services
Josh Nelson, Tourism & Recreation Manager**

Re: Coney Island Shuttle Agreement

Recommendation:

That Council directs Administration to enter into a four year agreement (Option #1) with Green Adventures/Lake of the Woods Marina and Service to operate the Coney Island shuttle service; and further

That Council authorizes the Mayor and Clerk to execute a four year agreement with Green Adventures for this purpose; and further

That three readings be given to a bylaw to for this purpose.

Background:

In 2021 the Coney Island shuttle contract was awarded to Green Adventures for the operation of the shuttle during the summer of 2021. During that season the shuttle served 540 patron round trip service to and from Coney Island with the most popular days being Coney Island Music Festival and the August long weekend.

In March 2022, Administration undertook a competitive RFQ for the continuation of the Coney Island Shuttle service in summer of 2022. One proposal was received from Green Adventures/Lake of the Woods Marina and Service Centre.

The proposal offered the City of Kenora three different options for the operation of the shuttle:

Option #1 – Scheduled Service

Lake of the Woods Marina and Service Centre would offer scheduled pontoon rides to Coney Island.

Scheduled Shuttle times:

- 10 am – 11 am
- 1 pm – 2 pm
- 4 pm - 6 pm

Pick-up and drop-off would be at the Harbourfront and drop-off would be at Coney Island Beach. This would allow for 4 runs per hour for a total of 40 people.

- Year 1 (2022) would be \$10,000 plus HST
- Year 2 would be \$8,000 plus HST
- Year 3 would be \$6,000 plus HST
- Year 4 would be \$4,000 plus HST

Option #2 – Designated Service

Lake of the Woods Marina and Service Centre would provide a designated shuttle service to Coney Island between the hours of 10am – 6pm.

Pick-up and drop-off would be at the Harbourfront and drop-off would be at Coney Island Beach.

This Option is consistent with the service offered in 2021.

This is a four-year contract rate as follows:

- Year 1 (2022) would be \$12,000 plus HST
- Year 2 would be \$10,000 plus HST
- Year 3 would be \$8,000 plus HST
- Year 4 would be \$6,000 plus HST

Option #3 – Designated Service – One Year Option

Same service as outlined in OPTION 2 but for only 1 year term.

- Year 1 would be \$12,000 plus HST

Proposed Rates

The fee structure includes:

Ages 4 and up:

\$8.85 + HST – Return trip per person

\$4.42 + HST – One-way trip per person

Children 3 and under will be free.

There are three reasons to recommend Option #1:

- The proponent has committed to a more aggressive advertising strategy under a multi-year agreement.
- The multi-year option reduces administration in subsequent years while reducing the level of subsidy.
- During non-scheduled times, the proponent is able to provide private tours of Lake of the Woods which is an additional attraction for visitors to Kenora.

The shuttle will operated from July 1, 2022 to September 6, 2022. The service will be operated seven days per week.

Budget: \$10,000 for the project is included in the MAT tax operational plan. Subsequent years will be budgeted in the MAT operation plan.

Risk Analysis: There is a low risk associated with awarding this contract. The contract enhances tourism and promotes visiting a local beach that is otherwise inaccessible to anyone without a boat. The contractor has provided the required insurance.

Communication Plan/Notice By-law Requirements: bylaw required

Strategic Plan or other Guiding Document:

Charting our Course 2027 Strategic Plan

2.1c Implement tourism initiatives to enhance visitor rates and experiences

Tourism and Economic Development Strategy

Objective 1.3 Improve lake access and boating infrastructure

Tactic Undertake initiatives to enhance infrastructure and services that promote lake access and use.



May 10, 2022

City Council Committee Report

TO: Kyle Attanasio, CAO

FR: Stace Gander, Director of Community Services

**RE: Playground Equipment Purchase Agreement – CRCS
Recreation/Playpower**

Recommendation:

That Council hereby accepts the price submissions of CRCS Recreation/Playpower, in the amount of \$452,581 (plus HST) for the supply and installation of playgrounds located at Norman Park and Central Park; and further

That Council authorize the Mayor and Clerk to enter into a Contract with CRCS Recreation/Playpower for the delivery of the product and services; and further

That a by-law be passed for this purpose.

Background:

The City of Kenora has budgeted for the purchase and installation of an accessible playground in Norman Park. As part of that project, Council authorized staff to submit an application for additional funding in the amount of \$260,000 to the Ontario Trillium Foundation which was successful. Administration has been working with CRCS Recreation/Playpower (CRCS) to design and procure the playground equipment. CRCS is an agent for Local Authority Services (LAS) who is the buying group for AMO which represents 444 municipalities in Ontario. This buying group results in a procurement saving of 22%. The total budget for this project is \$410,000. The playground cost including installation \$252,006 plus HST.

Council also authorized staff to submit an application to the Northern Ontario Heritage Fund (NOHFC) for the Kenora Parks Revitalization and improvement project. That application included a playground for Central Park Community Club. That location for a playground was a recommendation from RC Strategies as part of the Master Recreation Plan project that is currently underway. The City of Kenora was successful in this NOHFC application and the total budget for this project is \$248,000. Staff have worked with CRCS to design and procure a playground for Central Park Community Club. The playground cost including installation is \$200,575 plus HST.

COVID has had a material impact on manufacturing and delivery times for playground equipment. Delivery times are currently 35 weeks. The purpose of this report is to secure the procurement of the playgrounds.

Proposed Playground for Norman Park



Proposed Playground for Central Park



Budget: The value of the Norman project is built into the 2022 Capital Plan. There is a budget amendment before Council in May for the value of the Central Community Club playground project as a result of the NOHFC funding.

Risk Analysis:

As per the requirements in the City's ERM Policy, there is a moderate risk associated with these individual projects given the dollar value of the projects. Playgrounds do represent a risk as it relates to the potential for a child to fall and hurt themselves. To mitigate this risk, all equipment is CSA certified. In addition, staff are working with CRCS to design and procure the appropriate surface that will meet or exceed all standards for playgrounds.

Communication Plan/Notice By-law Requirements: bylaw for contract agreement

Strategic Plan or Other Guiding Document:

Five Year Economic Development & Tourism Strategy

Charting Our Course 2027 – Strategic Plan

- 1.1 Position Kenora for growth through proactive infrastructure planning
- 1.2 Ensure well maintained and sustainably financed City Infrastructure
- 2.1c Implement tourism initiatives to enhance visitor rates and experiences
- 3.1 Deliver coordinated four-season cultural and recreational infrastructure, programs and events



May 2, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Kevan Sumner, City Planner

Re: Request for Closure of Roads and Declaration of Surplus Land – Aberdeen Street and Grey Street

Recommendation:

That the Council of the City of Kenora close the Road Allowances identified attached Exhibit 1 and legally identified as PIN 42169-0250 and a portion of PIN 42169-0295; and further

That the Road Allowances identified in a survey prepared by Rugged Geomatics and legally identified as PIN 42169-0250 and a portion of PIN 42169-0295, as identified in attached Exhibit 1, be declared surplus to the requirements of the Municipality; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to declare these described lands as surplus to the needs of the municipality at its May 17th, 2022 meeting; and further

That Council hereby authorizes a purchase and sale agreement between the Corporation of the City of Kenora and 10000089155 Ontario Inc. for the sale of the identified lands in the amount of \$16,000.00; and further

That three readings be given to three by-laws for these purposes.

Background Information:

The Planning Division has received an application from Hook, Seller, Lundin LLC (Beth Allison White) as agent on behalf of 10000089155 Ontario Inc., to purchase two undeveloped City Road Allowances for Aberdeen Street and Grey Street for lot addition to accommodate a proposed residential development. A survey plan of the areas being purchased and the adjacent property owned by 10000089155 Ontario Inc. has been included as Exhibit 2 to this report.

The purchaser intends to develop the property for residential use, and a site plan submitted with the application indicates four planned multi-attached dwellings with a total of 16 dwelling units. This will require a zoning amendment from the current "RU" Rural Zone to "R3" Residential – Third Density Zone and Site Plan Control approval. The proposed property purchase will enable the applicants to meet the density limit of 40 units/net hectare in an area designated as Established Area in the City of Kenora Official Plan.

The CP rail yard is located south of these properties, with the nearest rail line being approximately 105m from the property at its closest point. The purchaser is aware that a noise study will be required prior to development of the property.

Future road access to this and other nearby properties will be maintained via the undeveloped Lorne Street Right of Way. There were no plans for future development of the road allowances being proposed for closure.

The application was circulated to internal staff for comment. There were no concerns identified with sale of the property.

The Planning Division was contacted by the owner of the property located immediately to the east of the subject property. That property owner disputes the location of property lines as indicated in the survey and has concerns regarding the impact of the road closure and property sale on access to a garage that they have erected on the road allowance. Property files are unclear in indicating how the garage came to be in the present location, as a building permit was issued but there are no records of any permissions to develop on municipal property. The neighbour indicated an interest in purchasing a portion of Grey Street including the land on which the garage sits, which would require closure of much of the remaining portion of the Grey Street road allowance to the east of the subject property.

In light of the concerns raised by the neighbour, it is recommended that a small portion of the closed roadway be removed from the lands being sold, as indicated in the image below.

Budget: No impact, all costs to be the responsibility of the applicant as per the City's Tariff of Fees By-law for Planning Applications and Sale and Other Disposition of Land Policy. The sale will generate revenue of \$16,000.

Risk Analysis: There is a low risk to service delivery as the municipality is disposing of a public asset, however, the land serves no program need. It is deemed to be an opportunity to support development through allowing the purchaser to consolidate this property with their adjacent property to create a larger lot, allowing more flexibility to accommodate development on a property with challenging topography.

Communication Plan/Notice By-law Requirements:

Director of Development Services, Municipal Solicitor

A notice of Intent to Declare Land Surplus of Complete Application to Purchase City Property was mailed to the owners of all neighbouring properties located within 120m of the subject properties.

Strategic Plan or other Guiding Document:

2-7 The City will encourage and support the development of vacant and transitional lands for uses that support our vision

Attachments:

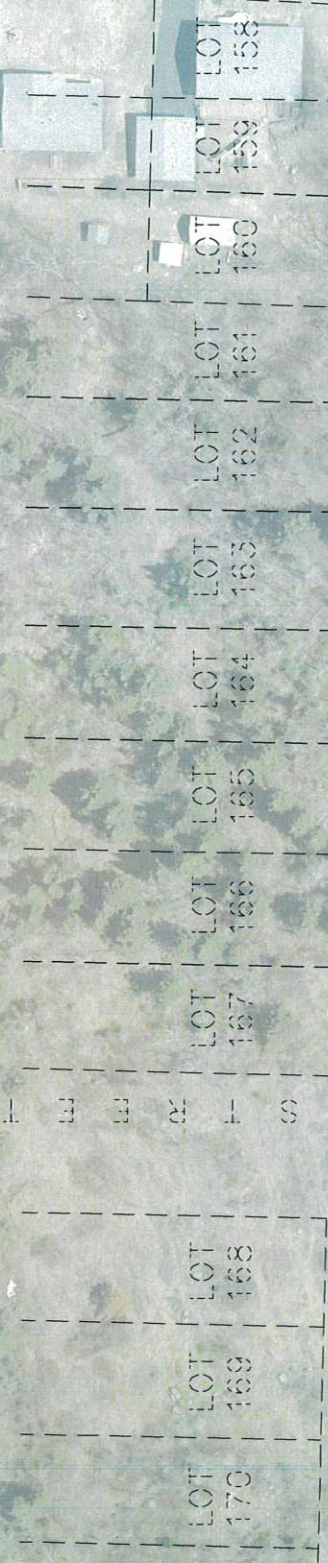
1. Application to Purchase City Property, including survey
2. Property Appraisal

EXHIBIT 1

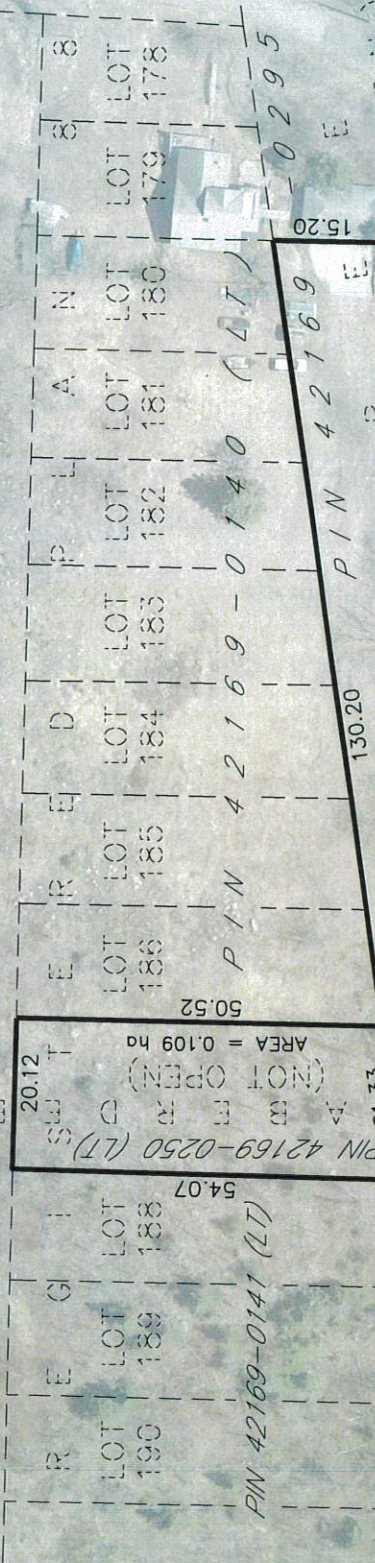


Subject properties for proposed land purchase and area recommended to be retained by the City of Kenora.

15TH AVENUE NORTH
LOCALLY KNOWN AS
DUFFERIN STREET



LOT 158
LOT 159
LOT 160
LOT 161
LOT 162
LOT 163
LOT 164
LOT 165
LOT 166
LOT 167
LOT 168
LOT 169
LOT 170



LOT 178
LOT 179
LOT 180
LOT 181
LOT 182
LOT 183
LOT 184
LOT 185
LOT 186
LOT 188
LOT 189
LOT 190

PIN 42169-0147 (LT)
54.07
P/A B/F/R/D (NOT OPEN)
AREA = 0.109 ha
20.12
P/A B/F/R/D (NOT OPEN)
AREA = 0.195 ha
21.33

PIN 42169-0140 (LT)
50.52
P/A B/F/R/D (NOT OPEN)
AREA = 0.195 ha
15.21

PIN 42169-0140 (LT)
P/A B/F/R/D (NOT OPEN)
AREA = 0.195 ha
150.20
P/A B/F/R/D (NOT OPEN)
AREA = 0.195 ha
130.30
P/A B/F/R/D (NOT OPEN)
AREA = 0.195 ha
152.1

METRIC: DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE
CONVERTED TO FEET BY DIVIDING BY 0.3048.

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN
BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

SCALE 1 : 1000



**PLANNING RATIONALE
APPLICATION FOR PURCHASE OF CITY PROPERTY**

The subject property consists of PIN 42169-0250 ABERDEEN ST PL 88 BTN GREY ST & SEVENTH ST N, AKA TWELFTH AVE N; KENORA and an approximate 15.21m x 130.3m section of PIN 42169-0295 abutting PINs 42169- 0140 and PIN 42169-250 being part of Grey Street.

1.0 Physical Description of the Site:

The subject property is roughly .304 hectares in size. The property our client is currently looking to redevelop is located on Sixth Street North, West of 13th Avenue North and East of the Evergreen School property and approximately 90 m North of the CP Rail line at its closest point.

The subject property is currently accessible via Lorne Street off of 13th Avenue North.

The subject property is geologically low lying.

The current land use is vacant and the surrounding land uses are vacant land and residential.

2.0 Description of the Site's Planning History:

The subject property are currently road allowances owned by the City of Kenora.

3.0 Description and Overview of the Proposal:

The Applicant is proposing this purchase in order to satisfy the requirements of a conceptual multi-unit residential development consisting of up to Four (4) Multi-Unit Residential Buildings which for purposes of the Official Plan would bring it into the Medium Residential Density at 16 Units.

4.0 Compatibility of the Proposed Development with Existing Adjacent Developments

Adjacent properties to the subject lands are zoned RU – Rural to the West and South and R1 – Residential First Density to the East and North. It is felt that the proposed development activities are compatible with existing development activities and land zoning designations.

The conceptual development will result in medium residential use which is supported under the Land Use Designation of the Official Plan and keeps with the character of the area. The conceptual development will not significantly increase the traffic, dust, odor or noise but rather will keep with the surrounding built form.

5.0 Impacts on Natural Environment and Municipal Services

There appears to be no natural heritage features on the property.

We have attached a copy of the proposed site plan and servicing map.

6.0 Proposal Conforms to General Purpose and Intent and Goals of the City of Kenora Official Plan

The proposed consent is consistent with the City of Kenora Official Plan and the Ontario Provincial Policy Statement (2020) and achieves efficient development consistent with land use patterns.



Scale
1" = 50'



REVIEWED BY:

Date: _____
Owner: _____

Project Description:
13th Ave

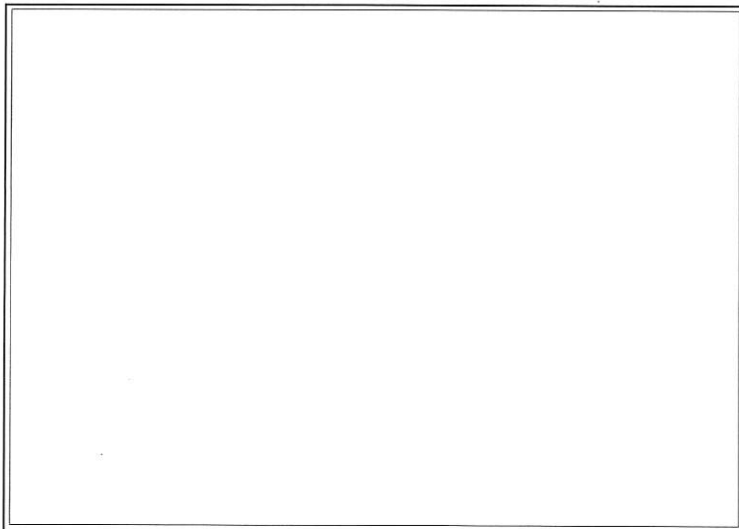
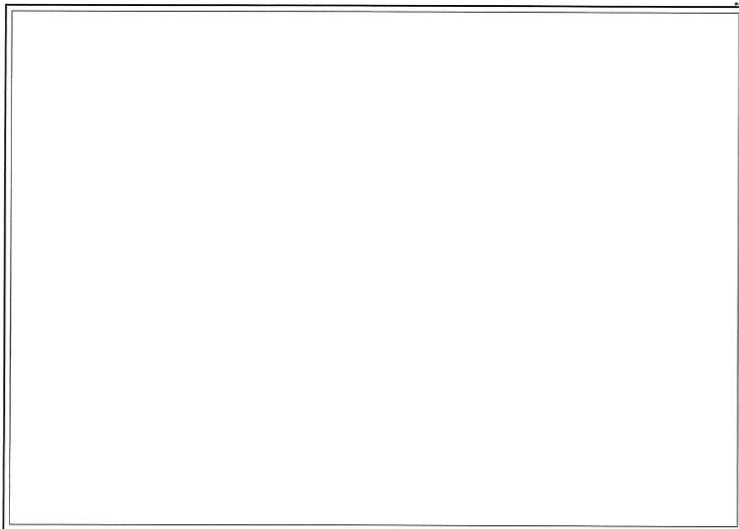
Drawn by: _____
Site

Project Number	_____
Date	13-10-2011
Drawn by	_____
Checked by	_____
Drawn by	_____
Sheet No.	001

Borrower: Hailey and Tyler White	File No.: 22004 - Revised	
Property Address: Vacant Land, Sixth Street North	Case No.:	
City: Kenora	Prov.: ON	P.C.:
Lender: Hailey and Tyler White		



Photo from Adjacent Lot
(Supplied by Hailey White)



COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Hailey and Tyler White	File No.: 22004 - Revised	
Property Address: Vacant Land, Sixth Street North	Case No.:	
City: Kenora	Prov.: ON	P.C.:
Lender: Hailey and Tyler White		



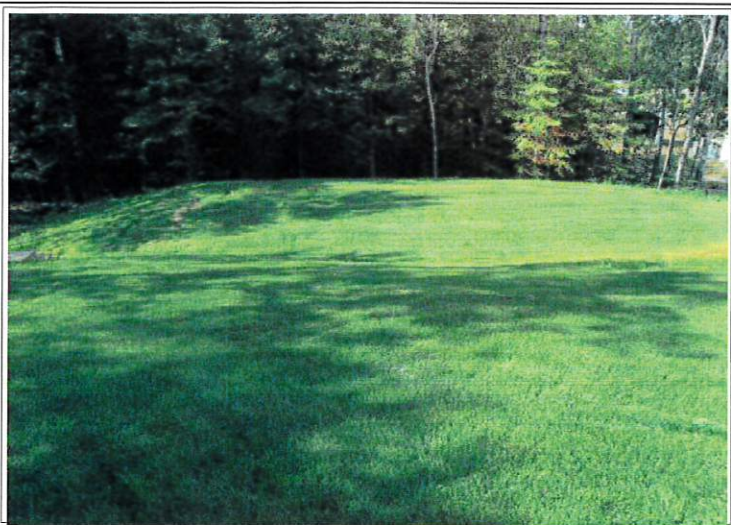
COMPARABLE SALE #1

Vacant Land, Sixth St North
Kenora, ON
Sale Date: March 2, 2021
Sale Price: \$ 26,800



COMPARABLE SALE #2

Vacant Land, Ninth St North
Kenora, ON
Sale Date: Oct. 15, 2021
Sale Price: \$ 42,000



COMPARABLE SALE #3

Vacant Land, 432 Mellick Ave
Kenora, ON
Sale Date: Nov. 5, 2020
Sale Price: \$ 2,100

LOCATION MAP

Borrower: Hailey and Tyler White	File No.: 22004 - Revised
Property Address: Vacant Land, Sixth Street North	Case No.:
City: Kenora	Prov.: ON P.C.:
Lender: Hailey and Tyler White	



Borrower: Hailey and Tyler White

File No.: 22004 - Revised

Property Address: Vacant Land, Sixth Street North

Case No.:

City: Kenora

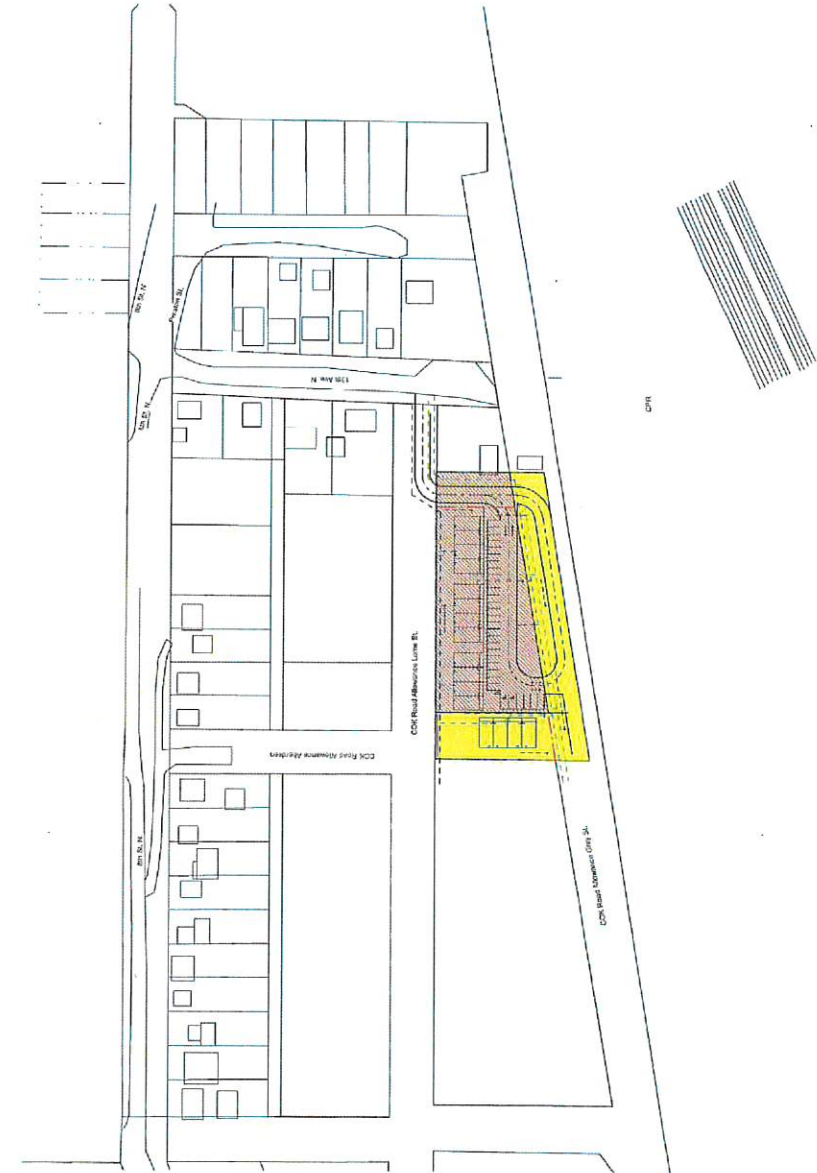
Prov.: ON

P.C.:

Lender: Hailey and Tyler White

Proposed Development
 Existing Development

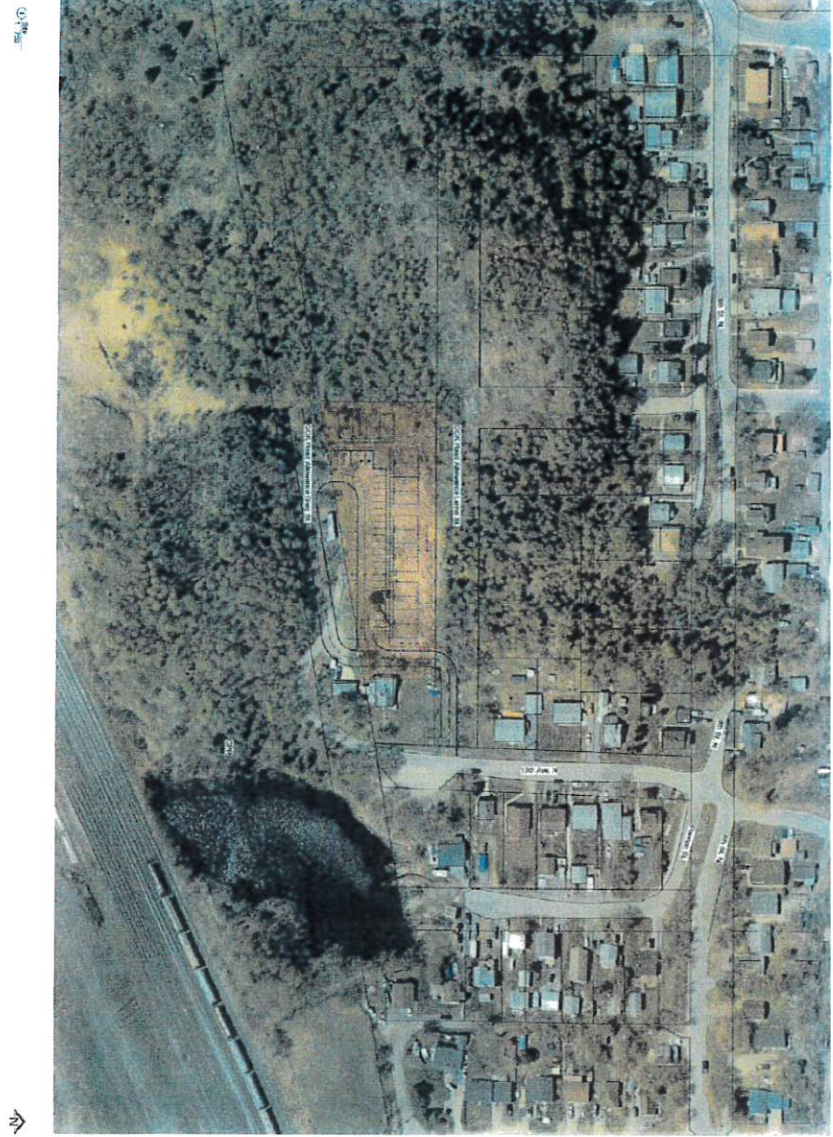
PROJECT: _____
 OWNER: _____
 ADDRESS: _____
 1300 Ave _____
 CITY: _____
 PROV.: _____
 SHEET: _____
 OF _____
 001



0-11-22

Borrower: Hailey and Tyler White
Property Address: Vacant Land, Sixth Street North
City: Kenora
Lender: Hailey and Tyler White

File No.: 22004 - Revised
Case No.:
Prov.: ON
P.C.:



DATE: _____
DRAWN BY: _____
CHECKED BY: _____
SCALE: _____
PROJECT NO.: _____
SHEET NO.: 001

Professional Engineer
LUCAS B. PROFFER
L.P. 1137
PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

Borrower: Hailey and Tyler White

File No.: 22004 - Revised

Property Address: Vacant Land, Sixth Street North

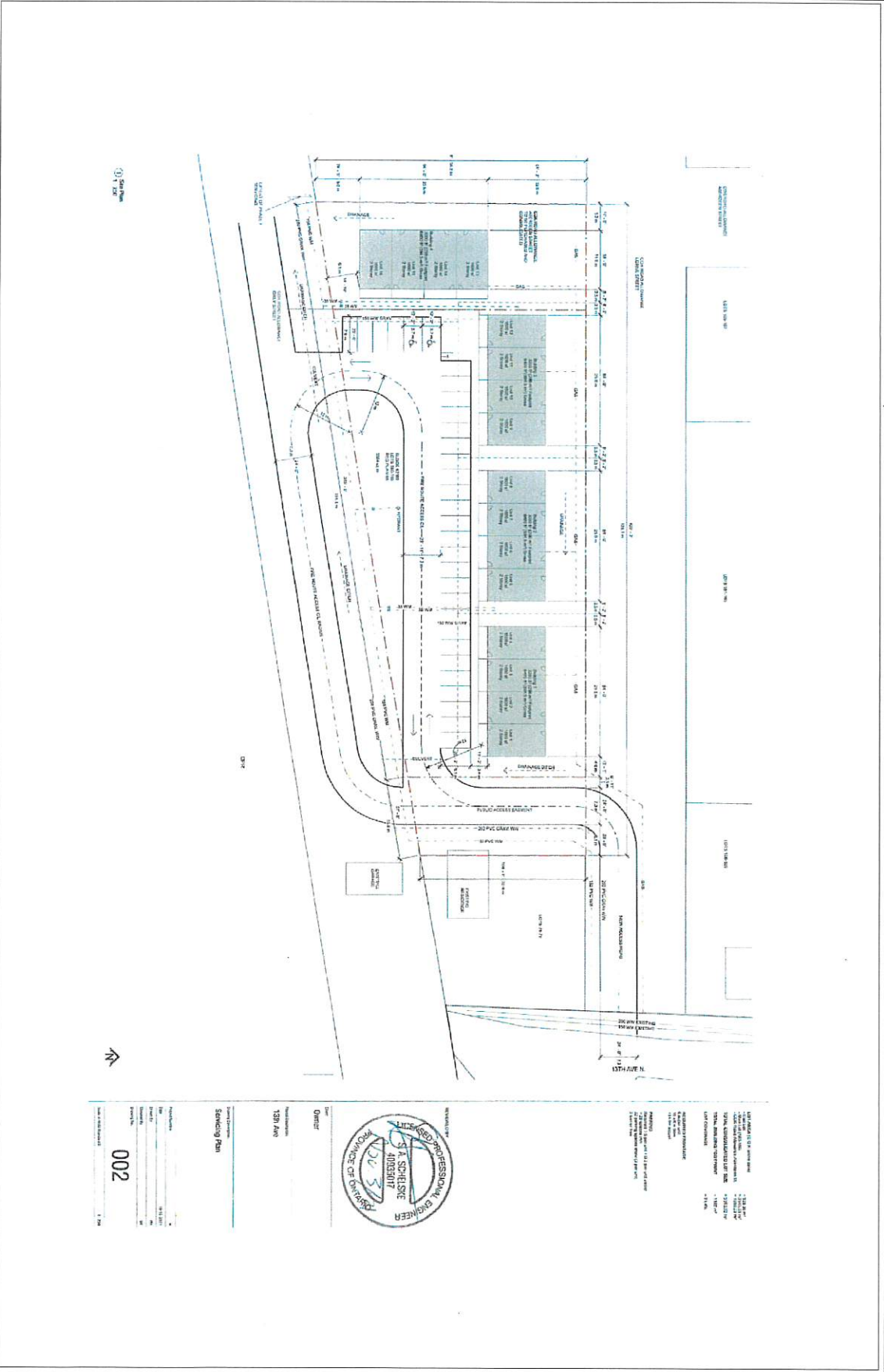
Case No.:

City: Kenora

Prov.: ON

P.C.:

Lender: Hailey and Tyler White



Borrower: Hailey and Tyler White	File No.: 22004 - Revised
Property Address: Vacant Land, Sixth Street North	Case No.:
City: Kenora	Prov.: ON P.C.:
Lender: Hailey and Tyler White	



Address Not Available [Suggest an address correction](#)

Owner Name THE CORPORATION OF THE CITY OF KENORA	Last Sale N/A	Lot Size 66.01 ft 164.50 ft Frontage Depth Measurements Available (See Site & Structure)	Assessed Value \$24,000 Based on Jan 1, 2016	Phased-In Value \$24,000 2022 Tax Year

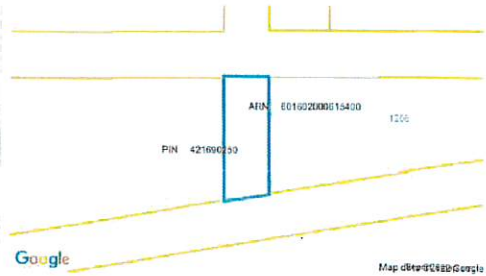
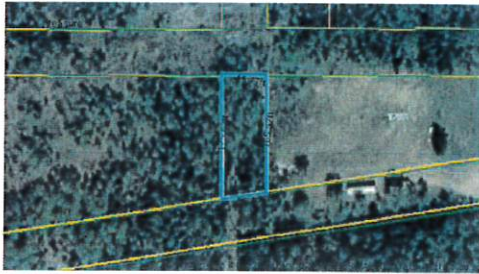
Legal Description
 ABERDEEN ST PL 88 BTN GREY ST & SEVENTH ST N, AKA TWELFTH AV N, KENORA

Property Details



GeoWarehouse Address Address Not Available	Ownership Type Feehold	Registration Type Certified (Land Titles)
Land Registry Office Kenora (23)	Land Registry Status Active	PIN 421690250
Owner Name THE CORPORATION OF THE CITY OF KENORA	Property Type OTHER_RES	

Site & Structure



Lot Size | Area: 11,215.98 ft² (0.257 ac) | Perimeter: 472.44 ft
 Measurements: 175.62 ft x 56.49 ft x 165.57 ft x 65.77 ft
 Lot Measurement Accuracy: Low

Assessment 1 | ARN : 601602000615400

Site | Frontage: 66.00 ft | Depth: 164.50 ft

Structure | Property Description: Vacant residential land not on water | Property Code: 100

Phased-In Value [Click to purchase the 4-year Phase-In Report](#) | Assessed Value
 \$24,000
 Based on Jan 1, 2019

Valuation & Sales

Sales History

Sales History Not Available

Assessed Value





May 2, 2022

City Council Committee Report

To: Kyle Attanasio, CAO

Fr: Kevan Sumner, City Planner

Re: Request for Closure of Road and Declaration of Surplus Land – Railway St

Recommendation:

That the Council of the City of Kenora hereby closes the Road Allowance legally identified as a portion of PIN 42169-0277; and further

That the Road Allowance identified in a survey prepared Rugged Geomatics and legally identified as a portion of PIN 42169-0277, as identified in attached Exhibit 1, be hereby declared surplus to the requirements of the Municipality; and further

That in accordance with Notice By-law Number 144-2007, public notice is hereby given that Council intends to declare these described lands as surplus to the needs of the municipality at its May 17th, 2022 meeting; and further

That Council hereby authorizes a purchase and sale agreements between the Corporation of the City of Kenora and 10110628 MB Ltd. and 1489298 ON Inc. for the sale of the identified lands in the amount of \$11,250,00 each; and further

That three readings be given to three by-laws for these purposes.

Background Information:

The Planning Division has received an application from MLT Aikins LLP as agent on behalf of 10110628 MB Ltd. to purchase a portion of the Railway Street Road Allowance for lot addition. The adjacent commercial properties are owned by 10110628 MB Ltd. and 1489298 ON Inc, both of which are owned by Enns Brothers. A survey plan of the areas being purchased has been included as Exhibit 2 to this report.

The proposed lot addition will expand the adjacent commercial properties to include an area that has long been used for parking for the same businesses, while retaining frontage for both properties on to Railway Street. This will align the front property lines of the businesses with the adjacent commercial property to the west and retain public ownership of portions of the road allowance that contain subsurface municipal water and sewer lines.

The application was circulated to internal staff for comment. There were no concerns identified with sale of the property.

One member of the public contacted the Planning Division with concern that there is insufficient parking for the adjacent businesses and alleging that employees are parking on nearby road right of ways. The Planning Division was unable to document any unpermitted parking in the area, but it is noted that the proposed purchase will bring most of the parking lot in to private ownership and increase the amount of parking available on private property.

The entire portion of the right of way being proposed for closure has been appraised at \$22,500. Therefore it is proposed that each of the two commercial properties be permitted to purchase the portion in front of that business for \$11,250.

Budget: No impact, all costs to be the responsibility of the applicant as per the City's Tariff of Fees By-law for Planning Applications and Sale and Other Disposition of Land Policy. The sale will generate revenue of \$22,500.

Risk Analysis: There is a low risk to service delivery as the municipality is disposing of a public asset, however, the land serves no program need. It is deemed to be an opportunity to support development through allowing the purchaser to consolidate this property with their adjacent properties to create larger lots, giving them ownership over a large portion of the existing parking lot and giving greater flexibility to any future redevelopment of the property.

Communication Plan/Notice By-law Requirements:

Director of Development Services, Municipal Solicitor

A notice of Intent to Declare Land Surplus of Complete Application to Purchase City Property was mailed to the owners of all neighbouring properties located within 120m of the subject properties.

Strategic Plan or other Guiding Document:

2-7 The City will encourage and support the development of vacant and transitional lands for uses that support our vision

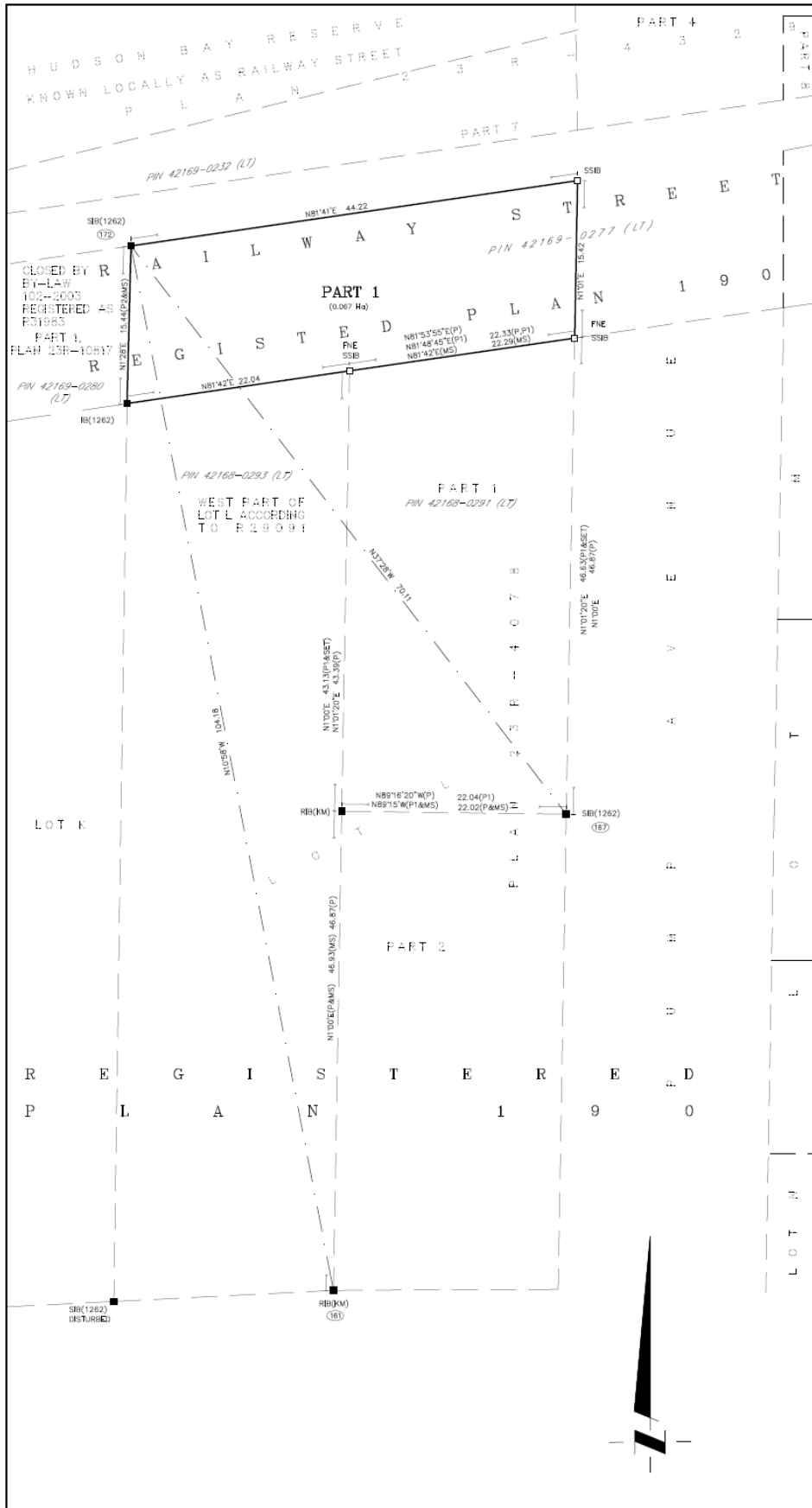
Attachments

1. Application to Purchase City Property
2. Property Appraisal
3. Survey

EXHIBIT 1



EXHIBIT 2



PLAN 23R-

REVIEWED AND DEPOSITED
DATE: _____

 EVIDENCE TABLE FOR LAND REGISTRATION FOR THE LAND TITLED HEREIN OF KENORA #23

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE
 LAND TITLES ACT
 DATE: _____

PART	LOT	PLAN	FIN	AREA (ha)
1	PART OF RAILWAY STREET	REGISTERED PLAN 190	PART OF 42169-0277(LT)	0.067

PLAN OF SURVEY OF
 PART OF
RAILWAY STREET, REGISTERED PLAN 190
ABUTTING LOT L, REGISTERED PLAN 190
DISTRICT OF KENORA
 ERIC RODY, O.L.S.

SCALE 1 : 250

METRIC DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

BEARING NOTE
 BEARINGS AND COORDINATES ARE UTM GRID, DERIVED FROM STATIC GPS OBSERVATIONS PROCESSED USING NATURAL RESOURCES CANADA PRECISE POINT POSITIONING ON MONUMENTS 161 AND 172 TO YIELD A GRID BEARING OF N10°58' W, NAD 83 CSRS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 15 (93° W LONGITUDE) (2010).

ROTATION NOTE
 FOR BEARING COMPARISONS, A ROTATION OF 1°00' (CLOCKWISE) WAS APPLIED TO BEARINGS ON P1, A ROTATION OF 1°08'50" (CLOCKWISE) WAS APPLIED TO BEARINGS ON P1 AND A ROTATION OF 1°35' (CLOCKWISE) WAS APPLIED TO P2 TO CONVERT TO UTM BEARINGS.

SCALE FACTOR NOTE
 DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999689.

LEGEND

- ----- DENOTES - SURVEY MONUMENT FOUND
- ----- DENOTES - SURVEY MONUMENT PLANTED
- RB ----- DENOTES - IRON BAR
- RB ----- DENOTES - ROUND IRON BAR
- SSB ----- DENOTES - SHORT STANDARD IRON BAR
- SSB ----- DENOTES - STANDARD IRON BAR
- 1262 ----- DENOTES - R. M. JOHNSON, O.L.S.
- RM ----- DENOTES - M. M. GRAHAM O.L.S.
- P1 ----- DENOTES - PLAN 23R-0278
- P1 ----- DENOTES - PLAN OF SURVEY OF PART OF LOT L
- P1 ----- DENOTES - REGISTERED PLAN 190 BY R.M. JOHNSON, O.L.S. DATED 1989
- P2 ----- DENOTES - PLAN 23R-0817
- P1E ----- DENOTES - FOUND NO EVIDENCE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON 2021 12 09

KENORA, ONTARIO
 DATE: _____
 ERIC RODY
 ONTARIO LAND SURVEYOR

INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 15, NAD 83 CSRS (2010).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF OREG. 216/10.

POINT NO.	NORTHING	EASTING
161	5513936.30	394283.57
167	5513982.92	394306.38
172	5514038.55	394263.75

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

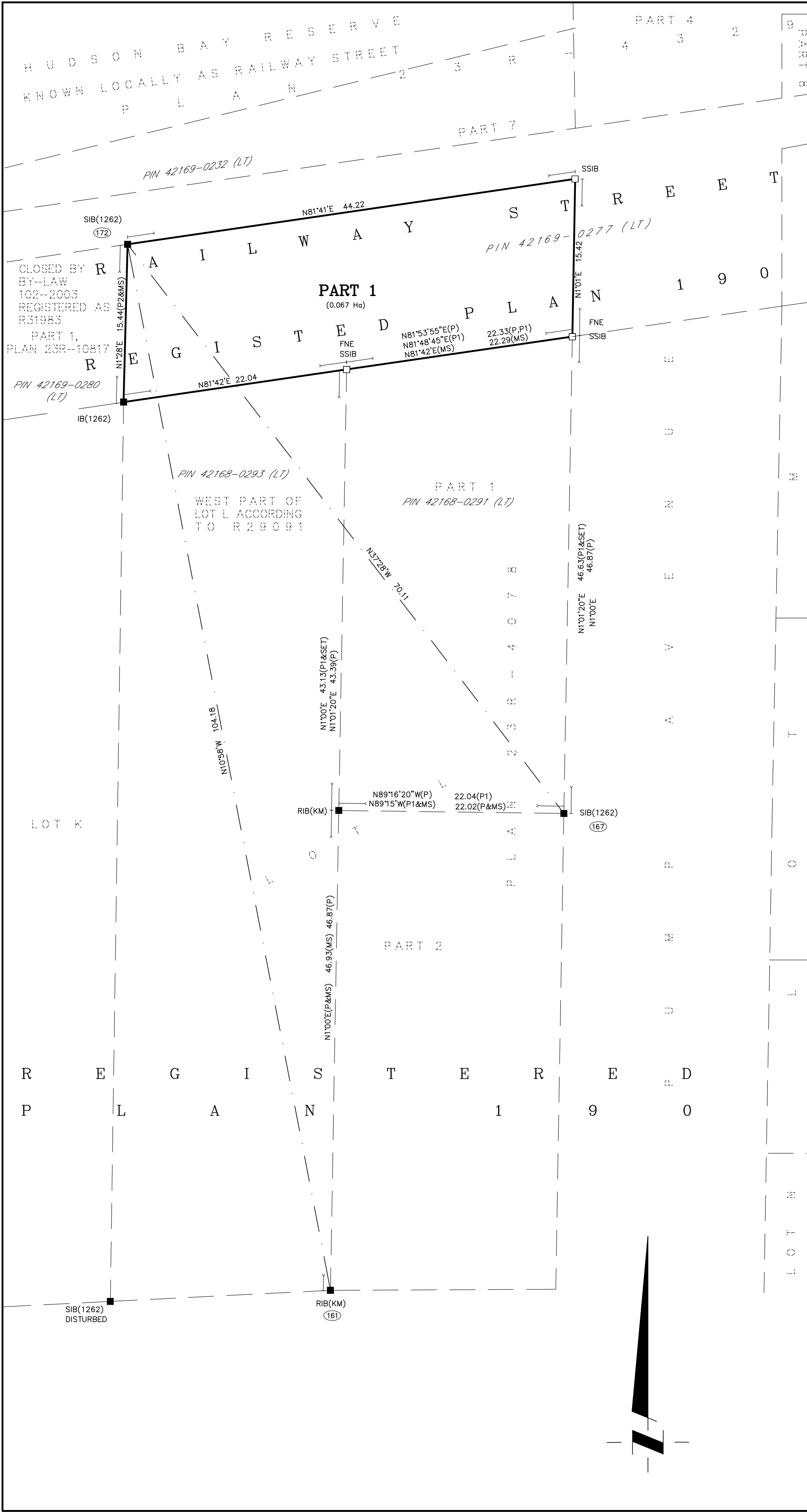
RUGGED GEOMATICS INC.

WWW.RUGGEDGEOMATICS.COM
 ERIC.RODY@RUGGEDGEOMATICS.COM
 (807) 468-8516

5-615 NINTH STREET NORTH
 KENORA, ONTARIO, P9N 2S9
 CANADA

ONTARIO LAND SURVEYORS
 CANADA LANDS SURVEYORS

PARTY CHIEF: KYLE CRESWICK
 CHECKED BY: ERIC RODY, O.L.S., C.L.S.
 FILE: SK21053 DRAWN BY: JASON ROMAS



PLAN 23R-

RECEIVED AND DEPOSITED
DATE: -----

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF KENORA #23

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
DATE: -----

ERIC RODY

PART	LOT	PLAN	PIN	AREA (ha)
1	PART OF RAILWAY STREET	REGISTERED PLAN 190	PART OF 42169-0277(LT)	0.067

PLAN OF SURVEY OF

PART OF
RAILWAY STREET, REGISTERED PLAN 190
ABUTING LOT L, REGISTERED PLAN 190
CITY OF KENORA
DISTRICT OF KENORA
ERIC RODY, OLS

SCALE 1 : 250

5 2.5 0 5 10 15 METRES

METRIC: DISTANCES SHOWN HEREON ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471.

BEARING NOTE
BEARINGS AND COORDINATES ARE UTM GRID, DERIVED FROM STATIC GPS OBSERVATIONS PROCESSED USING NATURAL RESOURCES CANADA PRECISE POINT POSITIONING ON MONUMENTS 161 AND 172 TO YIELD A GRID BEARING OF N10°58' W, NAD 83 CSRS AND ARE REFERRED TO THE CENTRAL MERIDIAN OF UTM ZONE 15 (93° W LONGITUDE) (2010).

ROTATION NOTE
FOR BEARING COMPARISONS, A ROTATION OF 1°00' (CLOCKWISE) WAS APPLIED TO BEARINGS ON P, A ROTATION OF 1°08'50" (CLOCKWISE) WAS APPLIED TO BEARINGS ON P1 AND A ROTATION OF 1°35' (CLOCKWISE) WAS APPLIED TO P2 TO CONVERT TO UTM BEARINGS.

SCALE FACTOR NOTE
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999689.

LEGEND

- ----- DENOTES - SURVEY MONUMENT FOUND
- ----- DENOTES - SURVEY MONUMENT PLANTED
- IB ----- DENOTES - IRON BAR
- RIB ----- DENOTES - ROUND IRON BAR
- SSIB ----- DENOTES - SHORT STANDARD IRON BAR
- SIB ----- DENOTES - STANDARD IRON BAR
- 1262 ----- DENOTES - R. M. JOHNSON, O.L.S.
- KM ----- DENOTES - M.M. GRAHAM O.L.S.
- P ----- DENOTES - PLAN 23R-4078
- P1 ----- DENOTES - PLAN OF SURVEY OF PART OF LOT L, REGISTERED PLAN 190 BY R.M. JOHNSON, O.L.S. DATED 1988
- P2 ----- DENOTES - PLAN 23R-10817
- FNE ----- DENOTES - FOUND NO EVIDENCE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT, AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON 2021 12 09

KENORA, ONTARIO
DATE: -----

ERIC RODY
ONTARIO LAND SURVEYOR

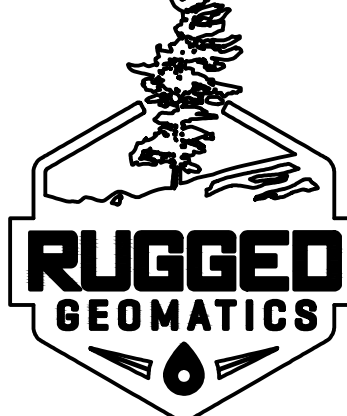
INTEGRATION COORDINATE TABLE

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE, UTM ZONE 15, NAD 83 CSRS (2010).

COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10.

POINT NO.	NORTHING	EASTING
161	5513936.30	394283.57
167	5513982.92	394306.38
172	5514038.55	394263.75

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



RUGGED GEOMATICS INC.

WWW.RUGGEDGEOMATICS.COM
ERIC.RODY@RUGGEDGEOMATICS.COM
(807) 468-8516

3-619 NINTH STREET NORTH
KENORA, ONTARIO, P9N 2S9
CANADA

ONTARIO LAND SURVEYORS
CANADA LANDS SURVEYORS

PARTY CHIEF: KYLE CRESWICKE
CHECKED BY: ERIC RODY, O.L.S., C.L.S.
FILE: SK21053
DRAWN BY: JASON ROMAS



P R O C L A M A T I O N

Day of Action Against Anti-Asian Racism

May 10, 2022

Whereas the Canadian Charter of Rights and Freedoms 15(1) states that Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and in, particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability; and

Whereas, in 21st Century Canadian society, racism and acts of hatred have no place in any of our provinces, territories, regions, towns and cities and Canadians must come together to call all acts of racism and hatred; yet there has been a dramatic surge in incidents of racism across Canada, particularly instances of anti-Asian racism across Canada

Whereas, According to Statistics Canada Police-reported hate crimes against East and South East Asians has increased 301% in 2020

Whereas, *Stand With Asians Coalition* (SWAC) brings allies together, across our country to raise awareness and to combat anti-Asian racism by calling out racism where it occurs each and every time,

Whereas, aiming to maintain our values as inclusive and racially diverse Canadians, we support the Stand With Asians Coalition to build a stronger, more inclusive society where everyone can feel safe, happy and healthy;

Therefore be it Resolved That May 10, 2022 be hereby proclaimed as Day of Action Against Anti-Asian Racism in the City of Kenora

Proclaimed at the City of Kenora this 10th day of May, 2021

Mayor Daniel Reynard



P R O C L A M A T I O N

Apraxia Awareness Day May 14, 2022

WHEREAS, childhood apraxia of speech is a challenging speech disorder that affects nearly 1-in-1,000 children.

WHEREAS, children with childhood apraxia of speech will not learn to speak without frequent, intensive and appropriate speech therapy.

WHEREAS, a lack of appropriate speech therapy intervention may impact not only communication but also individual outcomes in education, independence, mental wellness, and employment.

WHEREAS, public awareness about childhood apraxia of speech in the City of Kenora is essential for families of children with childhood apraxia of speech and the professionals who support them to best advocate for needed services for children learning to use their own voice.

WHEREAS, our highest respect goes to children with childhood apraxia of speech and to their families for their effort, determination and resilience in the face of obstacles.

Now therefore, I, Daniel Reynard, do hereby proclaim May 14th, 2022 as Apraxia Awareness Day in and for the City of Kenora.

Proclaimed at the City of Kenora this 10th day of May, 2022

Mayor Daniel Reynard



PROCLAMATION

By Virtue of Authority

Vested in me

I hereby proclaim

May, 2022

As Bladder Cancer Awareness Month in and for
the City of Kenora and request its observance as
such by our citizens.

Proclaimed at the City of Kenora this 10th Day of

May, 2022



His Worship Mayor Daniel Reynard

