



**Corporation of the Town of Latchford  
Regular Meeting of Council  
Town of Latchford Municipal Office – Council Chambers  
Tuesday September 8<sup>th</sup>, 2026  
6:00 pm**

**1. Call to Order and Mayoral Comments**

**2. Adoption of the Agenda**

2.1. Resolution No.: 26/158

Moved by:

Seconded by:

Draft Motion

Be it resolved that the September 8<sup>th</sup>, 2026 agenda be adopted as circulated.

**3. Declaration of Pecuniary Interest/Conflict of Interest**

**4. Adoption of the Minutes**

4.1. Regular Council Meeting August 18<sup>th</sup>, 2026

Resolution No.: 26/159

Moved by:

Seconded by:

Draft Motion

Be it resolved that the Council of the Town of Latchford hereby approve the minutes of the Regular Meeting of Council held on August 18<sup>th</sup>, 2026 as circulated and presented.

**5. Delegations**

**6. Staff Reports**

**7. Correspondence**

7.1. Action Items

7.1.1. Accounts Payable & Payroll Listing for August 13<sup>th</sup>, 2026 – September 2<sup>nd</sup>, 2026

Resolution No.: 26/160

Moved by:

Seconded by:

Draft Motion

Be it resolved that the Council for the Corporation of the Town of Latchford approve the attached accounts payable in the amount of \$22,853.13 and payroll expenses in the amount of \$35,333.00.

7.2. Information Items

Resolution No.: 26/161

Moved by:

Seconded by:

Draft Motion

Be it resolved that the following items be noted and filed for information purposes only.

7.2.1. Office of the Solicitor General – 2027 OPP Increase

7.2.2. FONOM Media Release - Celebrates Municipal Service and Those Stepping Forward in 2026

7.2.3. FONOM Media Release - FONOM Advances Northern Ontario Priorities at 2026 AMO Conference

7.2.4. FONOM Media Release - STATEMENT ON U.S. TARIFFS AND CANADA–U.S. TRADE

7.2.5. FONOM Media Release – Regional Impact of Ryam Temiscaming Shutdown

7.2.6. FONOM Media Release - FONOM Welcomes Prime Minister's Commitment to Work with Ontario on Northern Highways

## **8. Business Arising**

8.1. Memorial/Recognition Board at the playground

8.2. Water and Sewer Rates Project Update

8.3. MTO

Resolution No.: 26/162

Moved by:

Seconded by:

Draft Motion

Be it resolved that Council request the Ministry of Transportation reinstate the pavement markings previously in place prior to 2011 represented by the layout attached.

## **9. New Business**

9.1. Equipment Surplus

Resolution No.: 26/163

Moved by:

Seconded by:

Draft Motion

Be it resolved that, Council declare the 2010 Dump Trailer with VIN Number 2AVUDC2A8B1000094 surplus;

And that Council directs staff to accept sealed bids with a minimum bid of \$2,500.00;

And that, bids will be accepted until September 22<sup>nd</sup>, 2026 at 2:00 PM.

9.2. Community Sport and Recreation Infrastructure Fund

9.3. Fire Protection Grant

## **10. By-Laws**

10.1. By-Law 2026-033

Resolution No.: 26/164

Moved by:

Seconded by:

Draft Motion

Be it resolved that By-law No. 2026-033, being a by-law to adopt a by-law to govern the proceedings of Council, Local Boards and Committee Meetings herein referred to as the Procedural By-law for the Town of Latchford, be read a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2026.

10.2. By-Law 2026-034

Resolution No.: 26/165

Moved by:

Seconded by:

Draft Motion

Be it resolved that By-law No. 2026-034, being a by-law to authorize a lease agreement with Sherry Neill and Roger Brazeau for the Beach House for the 2027-2028 season, be read a first, second and third time and finally passed this 8th day of September, 2026.

10.3. By-Law 2026-035

Resolution No.: 26/166

Moved by:

Seconded by:

Draft Motion

Be it resolved that By-law No. 2026-035, being a by-law to authorize an agreement with FedNor, be read a first, second and third time and finally passed this 8<sup>th</sup> day of September, 2026.

## **11. In-Camera**

## **12. Adjournment**

12.1. By-Law 2026-036 Confirming By-Law

Resolution No.: 26/167

Moved by:

Seconded by:

Draft Motion

Be it resolved that the By-law No. 2026-036 being a by-law to confirm the certain proceedings of Council for the Corporation of the Town of Latchford for its Council Meeting held on September 8<sup>th</sup>, 2026 be read a first, second, third time and finally passed by the Council of the Corporation of the Town of Latchford.

12.2. Motion to Adjourn

Resolution No.: 26/168

Moved by:

Seconded by:

Draft Motion

Be it resolved that the Council of the Town of Latchford hereby adjourns its meeting at \_\_\_\_\_ p.m. and to meet again at the Regular Meeting of Council scheduled for October 13<sup>th</sup>, 2026.

And further that, the meeting location be changed to the Community Hall for this meeting only.



**Corporation of the Town of Latchford**  
**Regular Meeting of Council**  
**Town of Latchford Municipal Office – Council Chambers**  
**Tuesday August 18<sup>th</sup>, 2026**  
**6:00 pm**

Present: Mayor Gadoury-East, Councillors Newell, Cartner, Olson, Church, Cole and McDonald  
Staff: Malorie Robinson, CAO/Clerk-Treasurer, Roger Clark, Public Works Foreman, Rico Guindon, ORO

**1. Call to Order and Mayoral Comments**

**2. Adoption of the Agenda**

2.1. Resolution No.: 26/140

Moved by: Councillor McDonald

Seconded by: Councillor Cartner

**Be it resolved that** the August 18<sup>th</sup>, 2026 agenda be adopted as circulated.

**CARRIED**

**3. Declaration of Pecuniary Interest/Conflict of Interest**

None Noted

**4. Adoption of the Minutes**

4.1. Regular Council Meeting July 14<sup>th</sup>, 2026

Resolution No.: 26/141

Moved by: Councillor Church

Seconded by: Councillor Olson

**Be it resolved that** the Council of the Town of Latchford hereby approve the minutes of the Regular Meeting of Council held on July 14<sup>th</sup>, 2026 as circulated and presented.

**CARRIED**

**5. Delegations**

5.1. Debby Burrows – Official Plan

Ms. Burrows expressed her concerns over the Official Plan and Zoning By-Law Project.

Council thanked Ms. Burrows for her time and her point of view.

5.2. Steve Acland – Kemp Elliot & Blair

2025 Financial Statements Presentation

Resolution No.: 26/142

Moved by: Councillor Cole

Seconded by: Councillor McDonald

**Be it resolved that** the Council of the Town of Latchford accept the 2025 financial statements as presented.

**CARRIED**

**6. Staff Reports**

6.1. Public Works Staff Report No. PW-2026-07

Resolution No.: 26/143

Moved by: Councillor Newell

Seconded by: Councillor Cartner

**Be it resolved that** Council receive Staff Report No. PW-2026-07 entitled “July 2026/August 2026 Work Plan” for information purposes.

**CARRIED**

6.2. CAO/Clerk-Treasurer Report No. CAO-2026-012

Resolution No.: 26/144

Moved by: Councillor McDonald

Seconded by: Councillor Church

**Be it resolved that** Council receive report number CAO-2026-12 titled “RFP 2026-03 – Consulting Services for New Official Plan and Comprehensive Zoning By-law”

**And that,** Council accepts the proposal submitted by Fotenn Planning & Design in the amount of \$55,360 plus applicable HST;

**And that,** Council authorize the transfer of \$55,360 plus applicable HST to be transferred from the Modernization Reserve;

**And further that** the CAO/Clerk-Treasurer be authorized to finalize and execute the consulting services agreement and any other documents necessary to proceed with the project.

**CARRIED**

## 7. Correspondence

### 7.1. Action Items

#### 7.1.1. Accounts Payable & Payroll Listing for July 8<sup>th</sup>, 2026 – August 12<sup>th</sup>, 2026

Resolution No.: 26/145

Moved by: Councillor Newell

Seconded by: Councillor Olson

**Be it resolved that** the Council for the Corporation of the Town of Latchford approve the attached accounts payable in the amount of \$106,688.99 and payroll expenses in the amount of \$36,300.67.

**CARRIED**

#### 7.1.2. NOHFC Funding File No. 74006224 - Municipal Administration & Strategic Projects Intern

Resolution No.: 26/146

Moved by: Councillor McDonald

Seconded by: Councillor Cartner

**Be it resolved that,** Council receives correspondence from the Northern Ontario Heritage Fund Corporation (NOHFC) dated July 17, 2026, regarding File No.

74006224 – Municipal Administration & Strategic Projects Intern, for information;

**And that,** Council approves proceeding with the recruitment and hiring of a Municipal Administration & Strategic Projects Intern at a rate of \$20.00 per hour, subject to final approval of funding from NOHFC;

**And further that,** Council acknowledges that \$35,000 of the employment costs are anticipated to be funded through the Northern Ontario Heritage Fund Corporation;

**And finally that,** the CAO/Clerk-Treasurer be authorized to undertake the recruitment and selection process and execute any necessary documentation related to the internship and NOHFC funding.

**CARRIED**

#### 7.1.3. Resolution for Support – Clearview Township

Resolution No.: 26/147

Moved by: Councillor Church

Seconded by: Councillor Newell

**Be it resolved that** the Council of the Town of Latchford approve Clearview Townships' request for support on Traffic Calming and Speeding Mitigation Techniques;

**And further that** a copy of this resolution be sent to the appropriate Ministers, Agencies and Clearview Township.

**CARRIED**

7.1.4. Purchase of PLAN M57NB S PT LOT 58 PCL 12157SST – K.Livingston

Resolution No.: 26/148

Moved by: Councillor McDonald

Seconded by: Councillor Church

**Be it resolved that,** Council receives the correspondence dated August 6, 2026, from Krystal Livingston regarding the request to purchase vacant municipal land adjacent to 53 Hillview Street, legally described as PLAN M57NB S PT LOT 58 PCL 12157SST, for information;

**And that,** Council hereby declares the municipally owned lands legally described as PLAN M57NB S PT LOT 58 PCL 12157SST surplus to the needs of the Corporation of the Town of Latchford;

**And that,** subject to confirmation by staff that the subject lands do not have direct access and/or are of insufficient size to permit construction of a building in conformity with the applicable Zoning By-law or Building Code, Council acknowledges that the proposed disposal to the owner of the abutting property at 53 Hillview Street qualifies for the exemption provided under Section (e) of the Exemptions contained in Sale of Land Policy CORP-007;

**And that,** staff be directed to obtain an appropriate opinion of value or appraisal, as applicable, and undertake the necessary steps to facilitate the proposed sale;

**And that,** the proposed sale be conditional upon the subject lands being merged with the abutting property at 53 Hillview Street, where required or recommended by the Municipality;

**And that,** all costs associated with the proposed transaction, including but not limited to appraisal or valuation, survey, severance, legal, registration and other applicable costs, be borne by the purchaser;

**And finally that,** the final purchase price and terms and conditions of the proposed sale be brought back to Council for approval prior to the execution and completion of the transaction.

**CARRIED**

7.1.5. North Rib Lake Cottagers Association

Resolution No.: 26/157

Moved by: Councillor Newell

Seconded by: Councillor Cole

**Be it resolved that,** Council receive the request from the North Rib Lake Cottagers Association;

**And that,** Council approve the request to pay the \$5,000 Bill from the ONR.

**DEFEATED**

7.2. Information Items

Resolution No.: 26/149

Moved by: Councillor Olson

Seconded by: Councillor Cartner

**Be it resolved that** the following items be noted and filed for information purposes only.

**CARRIED**

7.2.1. City of Temiskaming Shores - Ontario Transit Investment Fund (OTIF) Conditional Approval

7.2.2. Vic Fedeli – News Release Ontario Transit Investment Fund (OTIF) Conditional Approval

**8. Business Arising**

8.1. Memorial/Recognition Board at the playground  
Staff to bring options to the next Council Meeting

8.2. Resolution for Support – NOHFC Funding

Resolution No.: 26/150

Moved by: Councillor Newell

Seconded by: Councillor McDonald

**Whereas**, municipalities are required to plan for responsible growth, housing, economic development, infrastructure, environmental protection and the long-term needs of their communities through comprehensive land-use planning documents, including Official Plans and Zoning By-laws;

**And whereas**, Official Plans and Zoning By-laws must be periodically reviewed and updated to ensure they remain consistent with current provincial legislation, policies, community needs, development pressures and opportunities for economic growth;

**And whereas**, the cost of undertaking comprehensive Official Plan and Zoning By-law reviews can represent a significant financial burden, particularly for small, rural and northern municipalities with limited tax bases, staffing capacity and financial resources;

**And whereas**, outdated planning documents can create barriers to residential, commercial and industrial development, limit a municipality's ability to respond to changing economic opportunities, and make it more difficult to identify and prepare lands for future growth;

**And whereas**, modern and current planning documents provide municipalities, residents, businesses and investors with greater certainty regarding where and how development can occur and allow municipalities to proactively plan for housing, employment lands, infrastructure and municipal services;

**And whereas**, investment in municipal planning is an investment in economic development, housing readiness and community growth, as updated Official Plans and Zoning By-laws can help municipalities remove unnecessary barriers to development and establish clear policies to support new investment;

**And whereas**, the Town of Latchford applied to the Northern Ontario Heritage Fund Corporation (NOHFC) for assistance with the modernization of its land-use planning framework and was advised that stand-alone studies are ineligible under the current NOHFC program guidelines;

**And whereas**, municipalities should not be required to choose between funding essential municipal services and undertaking the comprehensive planning work necessary to position their communities for future housing and economic growth;

**Now therefore be it resolved that**, the Council of the Corporation of the Town of

Latchford hereby calls upon the Government of Ontario to establish a dedicated and sustainable funding program to assist municipalities with the costs associated with reviewing, updating and modernizing Official Plans and Comprehensive Zoning By-laws; **And further that,** such a funding program recognize the differing financial and administrative capacities of municipalities and provide enhanced funding opportunities for small, rural, northern and lower-tier municipalities where the cost of comprehensive planning reviews can represent a disproportionate burden on the municipal tax base; **And further that,** eligible costs include, but not be limited to, professional planning services, technical studies and background reports required to support Official Plan and Zoning By-law reviews, public and Indigenous consultation where applicable, mapping and geographic information system updates, growth and development analysis, infrastructure and servicing assessments, and other supporting work necessary to establish modern and effective municipal planning documents; **And further that,** the Province recognize municipal Official Plans and Zoning By-laws as critical economic development and housing-enabling infrastructure that provide the regulatory foundation necessary to support investment, development and sustainable community growth; **And further that,** consideration be given to establishing a recurring funding intake so municipalities can undertake required planning reviews proactively rather than delaying necessary updates because of financial constraints; **And finally that,** a copy of this resolution be circulated to the Premier of Ontario; the Minister of Municipal Affairs and Housing; the Minister of Finance; the Minister of Economic Development, Job Creation and Trade; the Minister of Northern Economic Development and Growth; the Minister of Infrastructure; the Federal Economic Development Agency for Northern Ontario (FedNor); John Vanthof, MPP for Timiskaming—Cochrane; Pauline Rochefort, MP for Nipissing-Timiskaming; the Association of Municipalities of Ontario (AMO); the Federation of Northern Ontario Municipalities (FONOM); the Northwestern Ontario Municipal Association (NOMA); the Rural Ontario Municipal Association (ROMA); and all municipalities in Ontario, requesting their support and endorsement of this resolution.

## **CARRIED**

8.3. Water and Sewer Rates Project Update  
A verbal update was provided to Council

8.4. Website Project Update  
A verbal update was provided to Council. The project is now complete.

## **9. New Business**

9.1. Resolution for Support – Request for Ontario Northland Railway to maintain and improve the appearance of public facing infrastructure along Highway 11  
Resolution No.: 26/151

Moved by: Councillor McDonald  
Seconded by: Councillor Church

**Whereas,** Ontario Northland Railway (ONR) owns and maintains significant rail infrastructure throughout Northeastern Ontario, including bridges, overpasses and other structures that are highly visible from Highway 11 and within municipalities along the Highway 11 corridor;

**And whereas,** this infrastructure is an important component of Northern Ontario's transportation network and, due to its prominent location, also contributes to the overall appearance and first impression of the communities in which it is located;

**And whereas,** aging infrastructure that is visibly rusting, deteriorating or otherwise lacking routine exterior maintenance can negatively impact the aesthetic appearance of a community and the Highway 11 corridor, particularly where such infrastructure is located at or near community entrances and other highly travelled areas;

**And whereas,** municipalities throughout Northeastern Ontario invest considerable resources in community beautification, economic development, tourism, downtown revitalization and initiatives intended to create welcoming and attractive communities for residents, businesses and visitors;

**And whereas,** publicly visible transportation infrastructure should be maintained in a manner that reflects the importance of these investments and contributes positively to the communities through which it passes;

**Now therefore be it resolved that,** the Council of the Corporation of the Town of Latchford hereby requests that Ontario Northland Railway undertake the necessary preparation and painting of its railway bridge located along Highway 11 in the Town of Latchford and establish an appropriate schedule for the ongoing exterior maintenance of this structure;

**And further that,** Ontario Northland Railway be encouraged to review its publicly visible infrastructure throughout Northeastern Ontario, particularly infrastructure located along the Highway 11 corridor and within incorporated municipalities, and ensure that structures showing significant rust, deterioration or weathering receive appropriate exterior maintenance, including cleaning, surface preparation and painting where required;

**And further that,** Ontario Northland Railway recognize that the condition and appearance of its infrastructure can have an impact on community appearance, tourism, economic development and municipal beautification efforts, particularly in smaller Northern Ontario communities where railway infrastructure may be a prominent feature of the community;

**And further that,** a copy of this resolution be forwarded to Ontario Northland Railway, the Minister of Transportation, the Minister of Northern Economic Development and Growth, local Members of Provincial Parliament, and municipalities throughout Northeastern Ontario requesting their support for this resolution.

**CARRIED**

## **10. By-Laws**

### **10.1. By-Law 2026-031 Fotenn Planning & Design Official Plan and Zoning By-Law Agreement**

Resolution No.: 26/152

Moved by: Councillor McDonald

Seconded by: Councillor Newell

**Be it resolved that** By-law No. 2026-031, being a by-law to authorize an agreement with Fotenn Planning and Design to create an Official Plan and Comprehensive Zoning By-law for the Town of Latchford, be read a first, second and third time and finally passed this 18<sup>th</sup> day of August, 2026.

**CARRIED**

## 11. In-Camera

- 11.1. Personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations.

Resolution No.: 26/153

Moved by: Councillor Olson

Seconded by: Councillor Cartner

**Be it resolved that,** Council move into closed session at 7:49 PM, pursuant to Section 239 2(b) of the Municipal Act, 2001 as amended to discuss personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations.

- 11.2. Closed Session Adjournment

Resolution No.: 26/154

Moved by: Councillor Church

Seconded by: Councillor Cole

**Be it resolved that,** Council adjourn Closed Session at 8:43 PM, pursuant to Section 239 2(b) of the Municipal Act, 2001 as amended to discuss personal matters about an identifiable individual, including municipal or local board employees and (d) labour relations or employee negotiations.

**CARRIED**

## 12. Adjournment

- 12.1. By-Law 2026-032 Confirming By-Law

Resolution No.: 26/155

Moved by: Councillor Newell

Seconded by: Councillor Cartner

**Be it resolved that** the By-law No. 2026-032 being a by-law to confirm the certain proceedings of Council for the Corporation of the Town of Latchford for its Council Meeting held on August 18<sup>th</sup>, 2026 be read a first, second, third time and finally passed by the Council of the Corporation of the Town of Latchford.

**CARRIED**

- 12.2. Motion to Adjourn

Resolution No.: 26/156

Moved by: Councillor McDonald

Seconded by: Councillor Church

**Be it resolved that** the Council of the Town of Latchford hereby adjourns its meeting at 8:45 PM and to meet again at the Regular Meeting of Council scheduled for September 8<sup>th</sup>, 2026.

**CARRIED**

## Disbursements Report August 13th - Sept 2nd

| Vendor                        | Amount    | Vendor                        | Amount                  |
|-------------------------------|-----------|-------------------------------|-------------------------|
| # 1 AUTO PARTS                | 45.78     | PIONEER DIESEL 2008 LTD       | 869.20                  |
| BELL MOBILITY                 | 31.30     | RELIABLE INDUSTRIAL SUPPLY    | 1,717.10                |
| BRANDT                        | 959.11    | RONA INC.                     | 277.96                  |
| CANADA POST CORPORATION       | 88.01     | STROMA AUTOMATION SOLUTIONS   | 157.40                  |
| EBERT WELDING LTD.            | 130.38    | TELUS MOBILITY                | 75.71                   |
| ENCOMPASSIT.CA                | 555.11    | TESTMARK LABORATORIES LTD.    | 1,871.24                |
| GHD Digital                   | 1,490.47  | THE COURT NEWS REPORTER CORP. | 66.67                   |
| HYDRO ONE NETWORKS INC.       | 8,217.11  | THE DAM DEPOT -               | 2,500.00                |
| JANIX CORP.                   | 1,012.55  | TOWNSHIP OF HARLEY            | 231.59                  |
| MILLER PAVING - NORTHERN      | 805.52    | UnitedCloud Inc.              | 581.86                  |
| NORTHERN ONTARIO FASTFREIGHT  | 373.35    | Wagepoint Holdings Inc.       | 69.61                   |
| NORTHERNTEL L.P.              | 692.47    | WYATT IMAGE SOLUTIONS INC.    | 24.63                   |
| ONTERA                        | 9.00      |                               |                         |
|                               |           |                               |                         |
|                               |           |                               |                         |
| AP Subtotal                   | 22,853.13 | Payroll Subtotal              | 35,333.00               |
| <b>Total AP &amp; Payroll</b> |           |                               | <b><u>58,186.13</u></b> |

**Solicitor General**

Office of the Solicitor General

25 Grosvenor Street, 18<sup>th</sup> Floor  
Toronto ON M7A 1Y6  
Tel: 416 326-5000  
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Minister.SOLGEN@ontario.ca

**Solliciteur général**

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132-2026-3665

**By email**

August 14, 2026

Dear Heads of Council, Chief Administrative Officers and Clerks of OPP-Policed Municipalities:

I am writing to provide you with an update on OPP municipal policing costs for 2027.

Our government recognizes the importance of providing municipalities with predictability as you plan your budgets, while ensuring the OPP has the resources it requires to continue delivering high-quality policing services and keeping communities safe.

With that in mind, we are taking action to limit increases in OPP policing costs for municipalities in 2027.

For the 2027 calendar year, no OPP-policed municipality will see its total amount owed for OPP policing increase by more than 11 per cent compared to 2026, excluding costs associated with any additional policing services a municipality has chosen to receive through a separate agreement with the OPP.

This is a time-limited measure for the 2027 OPP billing cycle, intended to provide municipalities with cost certainty to support local budget planning.

To implement this change, an amendment has been made to Ontario Regulation 413/23: Amount Payable by Municipalities for Policing from Ontario Provincial Police, made under the *Community Safety and Policing Act, 2019* (CSPA). The amendment is being filed with the Registrar of Regulations and will be publicly available through the [e-Laws](#) page in the coming days.

The OPP is currently preparing 2027 annual billing statements, which are expected to be provided to municipalities this fall.

We value the important partnership between the province, municipalities and the OPP in keeping Ontario communities safe. We also recognize the importance of ensuring policing costs are sustainable and predictable for municipalities, and we will continue working with our municipal partners on these shared priorities.

Should you have any questions about the regulatory updates, please reach out to [solgeninput@ontario.ca](mailto:solgeninput@ontario.ca). Questions regarding your municipality's annual OPP billing statement can be directed to OPP Municipal Policing at [opp.municipalpolicing@opp.ca](mailto:opp.municipalpolicing@opp.ca).

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael S. Kerzner", with a long, sweeping horizontal line extending to the right.

The Honourable Michael S. Kerzner  
Solicitor General

c: Mario Di Tommaso, O.O.M.  
Deputy Solicitor General, Community Safety

Thomas Carrique, C.O.M.  
Commissioner, Ontario Provincial Police

**FOR IMMEDIATE RELEASE**

Thursday, August 20, 2026

**FONOM Celebrates Municipal Service and Those Stepping Forward in 2026**

The Federation of Northern Ontario Municipalities (FONOM) is recognizing the municipal leaders who have decided not to seek re-election this fall, while thanking all new and returning candidates who have put their names forward to serve their communities.

Serving on a municipal council requires a significant commitment of time and energy. Municipal leaders are often called upon to make difficult decisions that directly affect their neighbours, local businesses and the future of their communities.

“On behalf of FONOM and our 110 member municipalities, I want to sincerely thank every mayor, councillor and municipal leader who has decided not to seek another term,” said FONOM President Dave Plourde. “Whether they served one term or several, each of them stepped forward because they cared about their community. Their contributions deserve to be recognized and appreciated.”

FONOM also recognizes three members of its Board of Directors who will be stepping away from municipal office this year: Councillor Sandra Hollingsworth (Sault Ste. Marie), Deputy Mayor Renée Carrier (French River), and Deputy Mayor Danny Whalen (Temiskaming Shores).

“Sandra, Renée and Danny have each brought a strong community voice and a valuable Northern perspective to the FONOM Board,” Plourde said. “Their knowledge, commitment and willingness to speak up for Northern Ontario have made FONOM a stronger organization. We thank them for their service to their municipalities, to FONOM and to communities throughout the North.”

Plourde also thanked the entire FONOM Board for its hard work during the current four-year municipal term, including Maggie Horsfield (City of North Bay), Lynn Watson (Echo Bay), Al MacNevin (NEMI), Lynda Carleton (Township of Machar), Terry Kelly (Township of East Ferris), Lorne Feldman (City of Timmins), Paul Lefebvre and alternate Mark Signoretti (Greater City of Sudbury).

“FONOM’s advocacy is a team effort,” said Plourde. “Our Board members bring forward the priorities of their communities and work together to develop practical Northern solutions. I am proud of the respectful and determined way our Board has represented our 110 member municipalities over the past four years.”

During the current term, the FONOM Board has advanced several major Northern Ontario priorities.

While progress has been made, there is still much more advocacy work ahead, and FONOM will continue pressing for action on the following issues: Improving the safety and capacity of Highways 11, 17 and 69;

- Seeking a dedicated Northern Ontario Policing Grant to address rising municipal policing costs;
- Calling for changes to Ontario's Mental Health Act to provide compassionate intervention for individuals experiencing severe substance use disorders;
- Supporting Northern Ontario's forestry and natural resource sectors;
- Advocating for fair and predictable municipal infrastructure funding;
- Addressing Northern housing, homelessness and community infrastructure needs;
- Supporting improvements to Northern air, rail and transportation services; and
- Working with regional partners to identify municipal workforce, recruitment and retention challenges.

"These files require persistence, partnerships and a strong, united Northern voice," Plourde said. "Every member of the FONOM Board has contributed to that work, and I thank them for their commitment."

FONOM also recognizes those who have put their names forward as new or returning candidates in the 2026 municipal election.

"Running for municipal office takes courage," Plourde added. "It means putting your ideas, your experience and yourself before the public. We thank every new and returning candidate who is willing to take on that responsibility and contribute to the future of their community."

FONOM supports the goals of the Association of Municipalities of Ontario's Healthy Democracy Project, including encouraging greater participation in local democracy, attracting candidates with different backgrounds and perspectives, promoting respect for those involved in the democratic process, and increasing awareness of the important role municipal governments play in people's daily lives.

"Healthy local democracy depends on people being willing to run, residents being engaged and everyone participating in a respectful way," Plourde said. "We encourage candidates to focus on the issues, listen to their residents and treat one another with respect throughout the campaign."

FONOM also encourages Northern Ontario residents to learn about their local candidates and participate in the municipal election.

"Regardless of the final results, everyone who allows their name to appear on a municipal ballot is making a contribution to local democracy," Plourde concluded. "We wish all candidates well, thank



those who have served and look forward to working with the municipal councils elected across Northern Ontario.”

-30-

Media Contact:

Mac Bain

Executive Director

Federation of Northern Ontario Municipalities

705-498-9510

[info.fonom@gmail.com](mailto:info.fonom@gmail.com)

### **About FONOM**

**The Federation of Northern Ontario Municipalities represents 110 municipalities across Northeastern Ontario. FONOM works to improve residents' quality of life and ensure Northern Ontario's future prosperity by advocating on behalf of its member municipalities.**

**FOR IMMEDIATE RELEASE**

August 19, 2026

**FONOM Advances Northern Ontario Priorities at 2026 AMO Conference**

**Municipal leaders bring Northern concerns directly to provincial and federal decision-makers**

OTTAWA, ON— The Federation of Northern Ontario Municipalities (FONOM) used the 2026 Association of Municipalities of Ontario (AMO) Conference to advance several priorities affecting communities across Northeastern Ontario.

Throughout the conference, FONOM representatives met with provincial ministers, parliamentary assistants and federal officials to discuss Northern highways, policing costs, housing and infrastructure, homelessness, mental health and addictions, and health care.

FONOM President Dave Plourde met with Jennifer McKelvie, Parliamentary Secretary to the federal Minister of Housing and Infrastructure. The discussion focused on ensuring the National Housing Strategy and other federal programs reflect the needs of small, rural, Northern and remote municipalities.

The meeting also addressed:

- The housing and infrastructure pressures facing growing Northern communities;
- The need to modernize Highways 11 and 17 to support public safety, housing and economic growth;
- The impacts of homelessness, mental health and addictions on municipal services and local housing needs; and
- Rebuilding communities affected by wildfires while creating more climate-resilient housing and infrastructure.

“Northern communities need housing and infrastructure programs designed around the realities of the North,” said Dave Plourde, President of FONOM. “Our smaller populations, large geographic areas, limited tax bases and growing resource economy create very different pressures. We appreciated the opportunity to bring those realities directly to the federal government and look forward to continuing our work with Parliamentary Secretary McKelvie.”

FONOM also met with Ontario Transportation Minister Prabmeet Sarkaria, Minister of Northern Economic Development and Growth George Pirie and Associate Minister of Forestry and Forest Products to discuss highway safety and the importance of Northern Ontario’s transportation network.

During the meeting, FONOM received an update on the Province’s \$770-million investment in Northern



highways this year. The discussion also explored how FONOM and the Northwestern Ontario Municipal Association can encourage the federal government to match Ontario's investment in Northern highways.

"Highways 11 and 17 are vital national transportation corridors that connect our communities and support mining, forestry, manufacturing and trade," Plourde said. "Ontario's investment is significant, but making these highways safer and more reliable cannot be the responsibility of the Province alone. The federal government must recognize their national importance and become a full funding partner."

FONOM met with Solicitor General Michael Kerzner to continue advocating for a dedicated Northern Ontario policing grant. Municipalities across the North face policing costs that place considerable pressure on local property taxpayers and reduce the funding available for other essential services and infrastructure.

FONOM representatives also met with Anthony Leardi, Parliamentary Assistant to the Minister of Health, to discuss the organization's proposal for a Compassionate Intervention framework. FONOM is advocating for carefully defined changes to Ontario's Mental Health Act that would allow for short-term assessment, stabilization and treatment in the most serious cases involving substance use, while including strong medical, legal and individual safeguards.

"Northern municipalities are dealing with increasingly complex pressures, but we also brought practical solutions to the conference," said Maggie Horsfield, First Vice-President of FONOM and Deputy Mayor of North Bay. "Whether the issue is policing, highway safety, housing or addictions, municipalities cannot address these challenges on their own. The meetings at AMO allowed us to speak directly with decision-makers and reinforce the need for programs that recognize Northern circumstances."

FONOM welcomed several investments announced during the conference, including the new \$1-billion Canada-Ontario funding stream for municipalities that do not levy development charges. The program will support housing-enabling infrastructure such as roads, bridges and water systems, with applications scheduled to open October 29, 2026.

The Province also announced additional investments in community sport and recreation infrastructure, primary care teams, land ambulance services and public health.

In addition to formal meetings, FONOM hosted the Northern Ontario Hospitality Suite, providing Northern municipal leaders with an opportunity to speak informally with more than 16 provincial ministers while showcasing Northern Ontario food, beverages and hospitality.

"The Hospitality Suite gives Northern municipal leaders a unique opportunity to build relationships and have direct, informal conversations with provincial decision-makers," Horsfield added. "We thank our partners for helping FONOM host the event and everyone who joined us to experience some genuine Northern hospitality."



FONOM will continue working with its municipal members, the Province, the federal government, AMO and other Northern organizations to advance practical solutions for Northern Ontario.

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**FOR IMMEDIATE RELEASE**

**FONOM STATEMENT ON U.S. TARIFFS AND CANADA–U.S. TRADE**

Iroquois Falls – August 24, 2026 - The Federation of Northern Ontario Municipalities (FONOM) supports the Government of Canada’s decision to stand firm in defence of Canadian industries, businesses, workers, communities, and our national sovereignty following the imposition of the latest U.S. tariffs.

FONOM recognizes the leadership of Prime Minister Mark Carney, Minister Dominic LeBlanc, and Canada’s trade negotiating team. We also recognize the support provided by Ontario Premier Doug Ford and Canada’s premiers as they work with the federal government through a Team Canada approach.

FONOM remains hopeful that Canada and the United States can eventually reach a fair, stable, and mutually beneficial agreement. However, no deal is better than a bad deal that compromises Canadian jobs, industries, sovereignty, or our ability to make decisions in Canada’s best interests.

This is not the time for partisan politics. FONOM calls on all federal political parties, provincial and territorial premiers, and Canadian political leaders to stand together in support of the Government of Canada’s position. A divided Canada would only weaken our negotiating position. Our strength will come from speaking with one clear and united Canadian voice.

Northeastern Ontario’s forestry, mining, manufacturing, steel, transportation, and resource sectors are especially vulnerable to tariffs and prolonged trade uncertainty. These industries support thousands of workers, families, Indigenous communities, municipalities, and businesses across the North. When a major employer reduces production or closes, the effects are felt throughout the entire community.

The federal government has already established tariff relief, worker assistance, financing, and industry-support programs. FONOM urges the Government of Canada to ensure that these measures are delivered quickly and effectively, with particular attention given to forestry and resource-dependent communities. Programs must be accessible to Northern businesses and workers before temporary disruptions become permanent job losses or plant closures.

Canada must also continue expanding its domestic supply chains, developing new

international markets and reducing its dependence on any single trading partner. Northern Ontario's critical minerals, forests, energy, transportation corridors, and skilled workforce will be essential to building a stronger and more self-reliant Canadian economy.

FONOM encourages residents, municipalities, governments, and businesses to Buy Canadian whenever possible. Supporting local businesses, choosing Canadian-made products, using Canadian resources, and investing in Canadian companies are practical ways we can protect Canadian jobs and strengthen our economy.

Federal, provincial, and municipal procurement policies should also give greater priority to Canadian businesses, workers, materials, steel, lumber, and manufactured products. Canadian taxpayer dollars should support Canadian jobs and communities wherever possible.

FONOM will continue working with the federal and provincial governments, NOMA, AMO, industry partners, and our 110 member municipalities to ensure the needs of Northeastern Ontario remain part of the national response.

Our position is clear: stand with the Government of Canada, support our workers and industries, Buy Canadian, and remain united as Canadians.

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**About FONOM**

**The Federation of Northern Ontario Municipalities represents 110 municipalities across Northeastern Ontario. FONOM works to improve residents' quality of life and ensure Northern Ontario's future prosperity by advocating on behalf of its member municipalities.**

**FOR IMMEDIATE RELEASE**

**FONOM CONCERNED ABOUT REGIONAL IMPACT OF RYAM TÉMISCAMING SHUTDOWN**

North Bay – August 27, 2026 – The Federation of Northern Ontario Municipalities (FONOM) is expressing concern following Rayonier Advanced Materials' (RYAM) announcement that it intends to temporarily shut down its industrial complex in Témiscaming, Quebec, on September 15.

The shutdown is expected to affect about 400 unionized workers, many with specialized skills and extensive experience in the forestry sector, as well as managers, contractors, suppliers, and other businesses that depend on the facility. A prolonged shutdown could result in the loss of this skilled workforce and have lasting consequences for the forestry industry throughout the region.

Although Témiscaming is located in Quebec, the community and the RYAM facility have strong economic connections to Northeastern Ontario. The effects of a major industrial shutdown do not stop at a provincial boundary, particularly when specialized workers, suppliers and forestry operations are connected across the region.

“FONOM is deeply concerned for the workers facing uncertainty, their families and the entire community of Témiscaming,” said FONOM President David Plourde. “These are highly skilled workers whose knowledge and experience are important to the forestry industry. We are also thinking about the contractors, suppliers, transportation companies and businesses throughout the region, including those in Ontario, that depend on this facility. A prolonged shutdown could have lasting consequences for the region’s forestry sector.” RYAM has stated that the business environment surrounding the facility has become unsustainable. The company cited the magnitude of U.S. tariffs, together with long-standing challenges facing the pulp and paper sector, as reasons continued operations are no longer economically viable.

“This announcement demonstrates the real consequences of unfair U.S. tariffs,” Plourde said. “Tariffs do not only affect corporate balance sheets. They affect workers, families, local businesses and the long-term future of forestry-dependent communities.”



FONOM recognizes that the forestry sector was already facing significant market pressures before the latest tariff measures. The combination of tariffs, changing markets, operating costs and ongoing uncertainty is placing additional pressure on facilities and communities across Northern Ontario and neighbouring regions.

FONOM is encouraging the governments of Canada and Quebec to work urgently with RYAM, Unifor, the Town of Témiscaming and regional partners to identify solutions that could allow operations to resume.

Federal programs, including regional economic development and tariff-related business and worker supports, will be important to the response. FONOM also encourages the governments of Canada and Ontario to ensure programs delivered through FedNor, the Northern Ontario Heritage Fund Corporation and other agencies are available to assist affected suppliers, businesses and communities on the Ontario side of the border.

“There are many programs offered by both governments, but they must be coordinated, accessible and delivered quickly,” Plourde said. “The priority must be supporting affected workers and businesses while doing everything possible to prevent a temporary shutdown from becoming permanent.”

FONOM continues to support a strong Team Canada response to U.S. tariffs, including assistance for affected industries, expanded domestic supply chains, new international markets and procurement policies that give priority to Canadian workers, resources and manufactured products.

“The forestry industry remains essential to Northern communities and to the Canadian economy,” Plourde concluded. “Governments, industry, labour and communities must work together to protect these jobs and preserve the future of this facility.”

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**FOR IMMEDIATE RELEASE**

**FONOM Welcomes Prime Minister's Commitment to Work with Ontario  
on Northern Highways**

September 3, 2026

KAPUSKASING, ONTARIO — The Federation of Northern Ontario Municipalities (FONOM) welcomes Prime Minister Mark Carney's commitment to working with the Province of Ontario to make the safety and expansion of Northern Ontario's highways a priority.

While in Thunder Bay, Prime Minister Carney was asked about the federal government's position on four-laning Highways 11 and 17. The Prime Minister recognized the importance of these highways as critical east-west transportation connections and stated that their multi-laning is a priority for the federal government.

FONOM President Dave Plourde says the Prime Minister's comments are encouraging and represent an important opportunity for the federal and provincial governments to work together.

"We are pleased to hear the Prime Minister recognize what Northern municipalities have been saying for years: that Highways 11 and 17 are not simply provincial roads. They are vital east-west connections that serve Northern Ontario, the rest of Ontario and Canada," said Plourde.

"If four-laning is a priority for the federal government, we need to see it become an equally clear priority for the Province of Ontario. Where four-laning is not immediately practical, we need a comprehensive plan to improve safety and mobility."

Prime Minister Carney indicated that he will be speaking with Premier Doug Ford. FONOM believes those discussions provide an important opportunity for both governments to establish a coordinated plan for Northern Ontario's transportation infrastructure.

"The Prime Minister and Premier have a lot of work to do together, and Northern highways need to be part of that conversation," said Plourde. "We need the federal and provincial governments sitting at the same table, identifying the priorities, committing the resources and working together to rectify the longstanding highway safety and transportation challenges facing Northern Ontario."

FONOM has consistently advocated for increased investment in Highways 11 and 17, including

four-laning, highway safety improvements, passing lanes and other measures that will improve the movement of people and goods across Northern Ontario.

“Northern Ontario is growing, and our transportation infrastructure needs to keep pace,” added Plourde. “These highways are essential to our communities, our economy, tourism, resource development and national supply chains. We appreciate the Prime Minister’s recognition of their importance, and we now look forward to seeing that commitment translated into action with the Province.”

#### Media Contact:

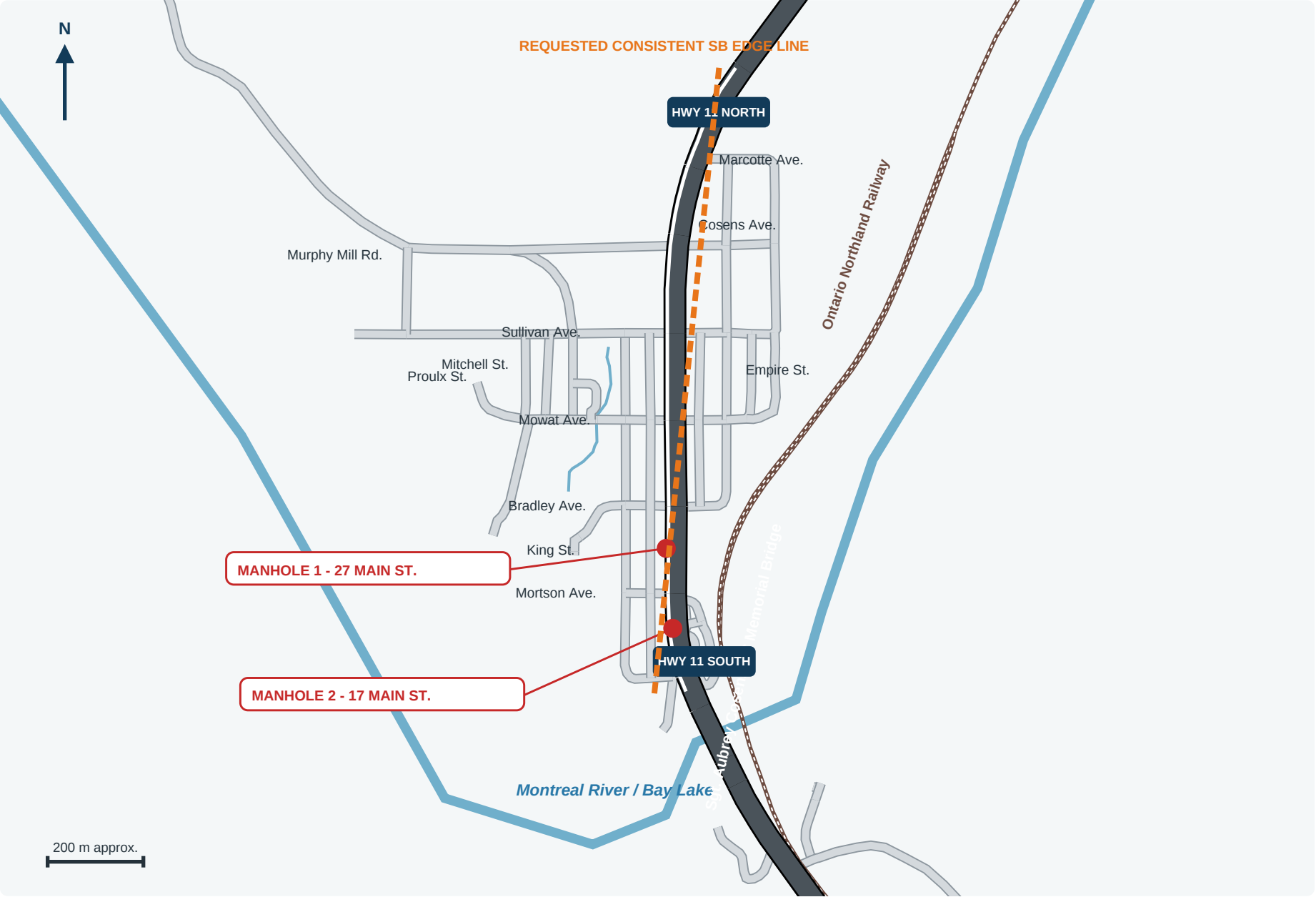
Dave Plourde, President

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#### About FONOM

**The Federation of Northern Ontario Municipalities represents 110 municipalities across Northeastern Ontario. FONOM works to improve residents' quality of life and ensure Northern Ontario's future prosperity by advocating on behalf of its member municipalities.**



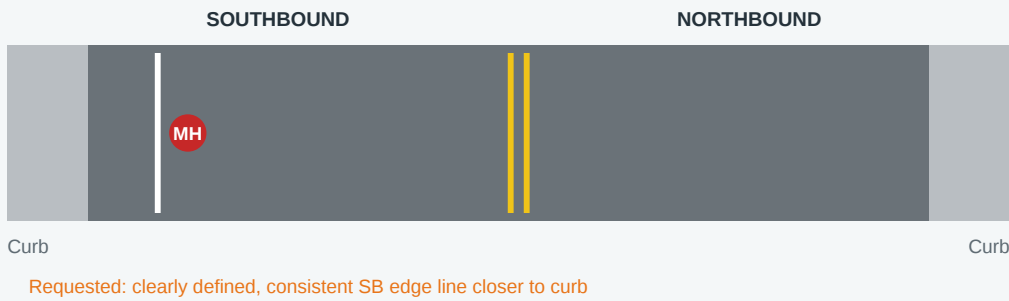
REQUEST TO MTO

Repaint the southbound pavement markings through the Latchford urban corridor so the edge line remains visually consistent and is positioned closer to the curb where the existing roadway width and MTO standards permit.

ISSUE SUMMARY

- The current southbound marking arrangement includes a reported 1.0 m-wide double-solid centreline treatment.
- The edge-line position may be misconstrued as defining a parking lane or a bicycle/pedestrian lane.
- Commercial vehicles are tracking over a manhole cover, causing substantial impact noise for nearby residents.

CONCEPTUAL ROADWAY RELATIONSHIP



KEY MAP SYMBOLS

- Requested consistent southbound edge-line corridor
- Reported manhole conflict area - approximate
- Ontario Northland Railway

**IMPORTANT**  
Conceptual municipal reference only. Exact pavement widths, offsets, manhole location and proposed markings require MTO field confirmation.



**THE CORPORATION OF THE TOWN OF LATCHFORD**

**BY-LAW No.: 2026-033**

Being a By-Law to govern the proceedings of Council, Local Boards and Committees of the Town of Latchford

**Whereas**, Section 238(2) of the Municipal Act 2001, S.O. 2001, as amended, every municipality and local board shall pass a procedure by-law for governing the calling, place and proceedings of meetings;

**And whereas** the municipal Council of the Corporation of the Town of Latchford deems it expedient to enact a By-law to govern and regulate the proceedings of Council and committees;

**Now therefore**, the Council of the Corporation of the Town of Latchford hereby enacts as follows:

1. **That**, the attached Procedural Policy forms part of the by-law;
2. **And that**, all other Procedural By-laws are hereby repealed;
3. **And further that**, this by-law shall come into force and take effect immediately upon the approval of Council.
4. **And finally**, the Clerk for the Corporation of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law or its associated schedule.

**Read a first, second and third time and finally passed on the 8<sup>th</sup> day of September, 2026.**

\_\_\_\_\_  
Sharon Gadoury-East, Mayor

\_\_\_\_\_  
Malorie Robinson, Clerk



# PROCEDURAL BY-LAW

2026-033

TOWN OF LATCHFORD

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## 1. DEFINITIONS

- 1.1. Agenda means the written Order of Business.
- 1.2. CAO/Clerk-Treasurer means the Clerk of the Corporation of the Town of Latchford or their designate pursuant to Section 228 of the Municipal Act, 2001.
- 1.3. Chair means the presiding officer at a Council or Committee meeting.
- 1.4. Civic or Public Holiday means those listed as holidays in the Interpretation Act R.S.O. 1990 c.11 Section 29, as amended from time to time.
- 1.5. Closed Session means a Council or Committee meeting or portion thereof, which is closed to the public in accordance with the Municipal Act, 2001.
- 1.6. Corporation means the Corporation of the Town of Latchford.
- 1.7. Council shall mean the elected Council of the Corporation of the Town of Latchford which is comprised of seven Members, and includes one (1) Mayor and six (6) Councillors until November 14<sup>th</sup>, 2026. On November 15<sup>th</sup>, 2026 Council will be comprised of five Members, and will include one (1) Mayor and four (4) Councillors.
- 1.8. Councillor shall mean a person elected or lawfully appointed to the seat of Councillor in the most recent municipal election.
- 1.9. Delegation means a person/group making a presentation to Council.
- 1.10. Deputy Mayor means a member appointed by the Mayor and approved by Council to act in place of the Mayor.
- 1.11. Improper Conduct means conduct which offers any obstruction to the deliberations of proper action of Council.
- 1.12. Mayor means the Head of Council of the Corporation of the Town of Latchford.
- 1.13. Meeting means any regular, special, committee or other meeting of Council, Committee or local board.
- 1.14. Member means a Member of Council or a Committee, a person duly elected or appointed to serve on Council or a Committee for the Corporation of the Town of Latchford.
- 1.15. Municipality means the Corporation of the Town of Latchford.
- 1.16. Pecuniary Interest means a direct or indirect interest within the meaning of the *Municipal Conflict of Interest Act*.
- 1.17. Point of Order is a tool, which is used to draw attention to a breach in rules, an irregularity in procedure, the irrelevance or continued repetition of a speaker or the breaching of established practices or contradiction of a previous decision.
- 1.18. Quorum shall mean a majority of the total number of the Members of Council.
- 1.19. Recorded Vote means a recording in the Council Minutes, the names of each Member present and the manner of their respective votes on a matter or question before the Council. In the case of a Member who has declared a conflict/pecuniary interest on the matter or question, the minutes shall so reflect that action.
- 1.20. Regular Meeting means a scheduled Council meeting held in accordance with the approved calendar/schedule of meetings.

1.21. Resolution means a motion that is carried or defeated and therefore represents the vote and will of Council.

1.22. Rules of Order means the rules, established by this By-law to regulate conduct during a meeting of Council.

## **2. GENERAL PROVISIONS**

### **2.1. Protocol**

The rules and regulations contained in this By-law shall apply to all meetings of Council and Committees, unless otherwise prescribed;

2.1.1. Unless a contrary intention appears in the By-law, words in the singular include the plural and words importing masculine gender include the feminine.

2.1.2. All Members, except the Mayor, are to be addressed as: "Councillor (surname inserted)".

2.1.3. The Mayor shall be addressed as: "Mayor (surname inserted)" or as "Your Worship".

### **2.2. Robert's Rules of Order**

For purposes of interpreting this By-law or determining a proper course of action for matters that may arise that are not specifically contemplated by this by-law, the most recent edition of Robert's Rules of Order in existence at the time shall be used as a reference.

## **3. MEETING – GENERAL**

### **3.1. Inaugural Meeting**

The first meeting in a new term of Council shall take place in the Council Chambers of the Municipal Office, unless it is deemed necessary to change the venue, on the first Tuesday after November 15<sup>th</sup>, 2026 at 6:00 PM.

Members of Council shall swear the "Oath of Elected Office" at the Inaugural Meeting of Council or if absent, at the next possible subsequent meeting of Council.

### **3.2. Regular Council Meetings – Time, Date, Location**

Regular meetings of Council shall be held on the second Tuesday of each month at 6:00 p.m. in the Council Chambers of the Municipal Office located at 10 Main Street, Highway 11, Latchford, Ontario.

### **3.3. Meeting – Time, Date, Location – Altered by Council**

Council may, by Resolution passed by a majority of the Members present, dispense with or alter the date, time or place of a meeting, provided that adequate notice of the change is posted at the Municipal Office and on the Municipal website provided that the location be within the boundaries of the Municipality.

### **3.4. Meeting on a Holiday**

If the designated meeting day falls on a public or civic holiday, the Council shall meet at the designated time, the first day following which is not a public or civic holiday, or at another date and time set by Resolution of Council.

### **3.5. Cancellation of Meetings**

The Clerk, in consultation with the Mayor, may cancel any meeting, if it is determined there is not sufficient business to be conducted. The Council, public and media will be advised forthwith after the decision to cancel has been made.

### 3.6. Cancellation of Meetings – Inclement Weather

The Clerk, in consultation with the Mayor, if it appears that a storm or like occurrence will prevent the members from attending a meeting may postpone a meeting by advising as many Members as they are able to reach. Postponement shall not be for any longer than the next regularly scheduled meeting of Council or Committee.

### 3.7. Notice of Meetings – In Form of an Agenda

A meeting notice shall be in the form of an Agenda, which shall first make mention of the date, time, place for the meeting. The Agenda shall be posted on the municipal website and municipal office for the public by 4:00 p.m. the Monday prior to the scheduled meeting unless extenuating circumstances arise.

Agenda packages shall be prepared for Council and sent via email by Thursday at 4:00 p.m. prior to the regular meeting of council.

### 3.8. Notice of Motion

Any member of Council or staff may submit a “Notice of Motion” to the Clerk for inclusion on the Agenda. Each Notice of Motion must be received by the Clerk prior to 10:00 a.m. on the Tuesday of the week preceding the Meeting of Council (7 days in advance of the meeting). (See Schedule “A”)

### 3.9. Absent from Meeting

The office of a member of a Council or Committee becomes vacant if the Member is absent from the meetings of Council or Committee for three (3) consecutive months without being authorized to do so by resolution of Council.

### 3.10. Adjournment Hour – All Meetings

All regular meetings shall stand adjourned when the Council has completed all items as listed on the Agenda or Council has been in session for four (4) hours. However, it is at the discretion of the Chair to extend the meeting beyond four (4) hours to complete the items on the agenda.

No item of business may be dealt with at a meeting of Council after 10:00 p.m. unless a resolution of Council to continue has received unanimous consent of Council. Failure to receive unanimous consent shall cause the Mayor or Acting Mayor to declare the meeting of Council adjourned and all unfinished business shall be added to the Agenda of the next regularly scheduled meeting of Council.

## **4. SPECIAL MEETING OF COUNCIL**

### 4.1. Special Meeting of Council – Summoned by Mayor

The Mayor may, at any time, summon a special meeting of Council by providing written direction to the Clerk stating the date, time and purpose for the special meeting.

### 4.2. Special Meeting of Council – Summoned by Majority Petition

Upon receipt of a petition of the majority of Members of Council, Council shall summon a special meeting by providing the written petition to the Clerk stating the date, time and purpose for the special meeting. Once received by the Clerk, no Member shall remove his/her name from a petition filed under this section.

### 4.3. Special Meeting of Council – Timing

The special meeting shall be held not sooner than 24 hours following the Mayor’s summons or receipt of the petition, as the case may be. A special meeting may be held as soon as practicable

following receipt of the summons or petition upon a two-thirds of the Members present to suspend such requirement.

#### 4.4. Special Meeting of Council – Notice

The Clerk shall give notice to the Members of the Council, of all special meetings of Council, whenever required and such notice shall specify the date, time, place and the purpose of the meeting. Such notice shall be delivered to each member by email only.

#### 4.5. Special Meeting of Council – Public Notice

Public Notices of special meeting of Council shall include a notice of the meeting to be posted at the municipal office and on the municipal website. If time permits the Clerk may advertise the special meeting. Due to the nature of the special meeting, a 24 hour notice period shall apply, but will not restrict the conduct of municipal operations under an emergency.

#### 4.6. Special Meeting of Council – Any Other Matter

At special meetings, the Council shall not consider or decide upon any matter not set forth in the notice calling the meeting, without the unanimous consent recorded in the minutes, of all the members of Council.

#### 4.7. Special Meeting of Council – Urgent & Extraordinary Occasions

Notwithstanding this section, on urgent and extraordinary occasions, with the consent of two-thirds of all the members of Council/Committee recorded in the minutes, an emergency special meeting of the Council may be called by the Chair and held to consider and deal with such urgent and extraordinary matters.

#### 4.8. Special Meeting of Council – Urgent & Extraordinary Occasions – Public Notice

The Mayor, or Acting Mayor in their absence, may in the event of an emergency call an Emergency Meeting of Council without giving twenty-four (24) hours written notice of the meeting of Council provided that the Clerk has diligently attempted to advise all Members of Council immediately upon being advised of the intention of the Mayor or Acting Mayor to hold an Emergency Meeting.

### **5. CLOSED MEETINGS OF COUNCIL**

#### 5.1. When Closed Meetings are Authorized

Council or a Committee may, by resolution, close a meeting or part of a meeting to the public in accordance with Section 239 of the Municipal Act, attached as Schedule “B”.

#### 5.2. Moving into Closed Session

Prior to moving into a closed meeting for one of the reasons listed in Schedule “B”, the Council shall pass a motion in public session stating:

- The fact of the holding of the closed meeting and that the Council is convening into closed session, and
- The general nature of the matter to be considered at the closed meeting.

#### 5.3. Chair

Closed Meetings shall be chaired by the Mayor, in the case of the absence of the Mayor during a Closed Session of Council, the Acting Mayor shall assume the Chair.

#### 5.4. Voting

Voting shall take place in open session; however, Council may vote during a closed meeting pursuant to s. 239(6) of the Municipal Act, 2001 if:

- a) The meeting was permitted or required by s. 239(2) or (3) of the Municipal Act, 2001; and
- b) The vote relates to:
  - A procedural matter; or
  - Directions or instructions to officers, employees or agents of the Municipality, a Local Board, a Committee, or to persons retained by the Municipality or a Local Board.

#### 5.5. Resolution Required

All votes under s. 239(6) of the Municipal Act, 2001 shall be taken in accordance with the voting process set out in this By-law, as applicable, including the requirement of a mover and seconder and a written resolution.

#### 5.6. Completion – Reconvene to open Meeting

Upon completion of the Closed Session:

- a) The Members shall immediately reconvene in open session; and
- b) If applicable, the Members shall vote on any resolutions emanating from the meeting.

#### 5.7. Disclosure

No Member or staff shall disclose the content or deliberations of a closed meeting, unless:

- a) Expressly authorized to do so by a majority vote of the meeting Members,
- b) Such disclosure is required to execute the specific direction(s) provided in the closed meeting, and then only to the extent that is necessary in the circumstances, or
- c) As required by law.

### 6. ELECTRONIC PARTICIPATION & RECORDING EQUIPMENT

#### 6.1. Electronic participation

Members may participate in the Committee of the Whole, Council Meeting, Public Meetings, Special Meetings and Emergency Meetings electronically, subject to the following provisions:

Committees of Council Meetings:

- a) The Chair of a Committee of Council shall have their camera turned on for the duration of the Meeting. When possible, all other Committee Members shall endeavor to have their cameras turned on for the duration of all Meetings;
- b) All Members participating electronically in a Committee of Council Meeting will be counted in determining Quorum.

Council and Committee of the Whole Meetings:

- a) Council members may attend up to 5 meetings electronically in a calendar year (Committee of the Whole, Council Meetings);

- b) Any Member participating electronically will be counted in determining a Quorum in open and closed meetings of any Council or Committee of the Whole; and
- c) Any Council Member participating electronically shall have their camera turned on for the duration of the meeting.

#### 6.2. Use of Mechanical and Electronic Devices

All Electronic devices shall be switched to silent upon entering the location of any Council or Committee Meeting.

The use of audio recording equipment during a meeting that is not closed to the public is only permitted as long as it is not disruptive to the conduct of the meeting. Any and all audio recordings other than by the municipality shall not, under any circumstances, be deemed to be official records.

The following are prohibited unless authorized in advance by the Mayor or Committee Chair as the case may be:

- Cameras;
- Electrical lighting equipment;
- Flash bulbs; and
- Television cameras.

#### 6.3. Exercising Discretion

When exercising the discretion to authorize the use of equipment such as described in 6.2 regard shall be had as to whether the use will be a distraction to the meeting and also as to whether there is a recording secretary of the Corporation present with the capability of providing a complete record of the meeting.

### 7. QUORUM

#### 7.1. Quorum – Call to Order

Meeting shall be Called to Order as soon as there is a quorum after the time set for the start of the meeting, the Mayor shall take the chair and call the meeting to order.

#### 7.2. Quorum Required

A quorum for the Town of Latchford Council shall be comprised of 50% of the Members, plus one.

#### 7.3. No Quorum – Automatic Adjournment

In the event that a quorum is not present within 15 minutes after the designated start time of the meeting, the Clerk shall record the names of the Members present and the meeting shall stand adjourned.

#### 7.4. Loss of Quorum

If during the course of a meeting a quorum is lost, then the meeting shall stand adjourned and any unfinished business will be taken up at the next regular meeting or other meeting called in accordance with the provisions of this By-law. Prior to adjourning a meeting under this section, the Chair may recess the meeting to determine if a quorum can be found.

#### 7.5. Absence of Mayor and Acting Mayor

Where a quorum is present and the Mayor and Acting Mayor are unable to legally participate or do not attend within fifteen (15) minutes after the designated start time of the meeting, the Clerk shall

call the present Members to Order and a Presiding Mayor shall be appointed from among those Members present.

#### 7.6. Member Absent

Members of Council are encouraged to notify the Clerk, or designate, when the Member is aware that he/she will be absent from any meeting of Council. Members who do not notify the Clerk or Mayor of their absence, will be marked as absent with no regrets from the meeting.

### 8. AGENDA

#### 8.1. Agenda Preparation

The Clerk shall prepare, for the use of the Members, an Agenda in a form that best allows for the most efficient conduct of business. Agendas shall generally follow the following formats, but modifications to the matters to be included in the Agenda may be effected without requiring amendment to this by-law.

##### Regular Council Meeting Agenda

1. Opening Remarks/Roll Call
2. Adoption of Agenda
3. Disclosure of Pecuniary Interest
4. Adoption of Minutes
5. Delegations/Public Meeting
6. Correspondence (Information Purposes)
7. Resolutions for Support
8. Reports of Municipal Staff
9. By-Laws
10. New and Unfinished Business
11. Closed Session
12. Confirmation By-Law
13. Adjournment

#### 8.2. Items Submitted for Agenda

The Clerk shall accept items for any agenda from Staff, Mayor, Members of Council or Committee prior to 10:00 a.m. on the Monday of the week preceding the Council Meeting.

#### 8.3. Items Submitted for Agenda from Public

The Clerk shall receive correspondence from the public up to 10:00 a.m. on the Monday of the week preceding the Council Meeting. If, in the opinion of the Clerk, the matter warrants the consideration of Council, the Clerk will place the correspondence on the Agenda. When in the opinion of the Clerk the correspondence should be first dealt with at the staff level, it shall be directed to the appropriate department to investigate and provide information or a recommendation in a future agenda of Council.

#### 8.4. Agenda – Distribution

Prepare and distribute the agenda along with supporting material for the Regular Council Meetings to Council Members by 4:00 p.m. on the Thursday four (4) days before the scheduled Tuesday meeting. The agenda will be made available to the general public within the same manner by posting on the municipal website.

#### 8.5. Items Not Considered – Next Meeting

All items on the agenda not dealt with at a meeting shall be placed on the agenda for the next meeting unless otherwise decided by resolution passed by a majority of the Members present.

#### 8.6. Addendum Permitted After Deadline if Urgent

An addendum may only be presented when one or more items arise after the closing of the deadline for preparation of the agenda and prior to the meeting. The Clerk will determine which items are of urgent nature and require the immediate consideration of Council at the meeting.

#### 8.7. Addendum – Resolution Required

Before any addendum may be dealt with, a resolution must be passed by majority of the Members present authorizing the Council to waive notice provisions and deal with all or any of the items on the addendum.

### 9. MINUTES

#### 9.1. Adoption of Minutes

Council Minutes shall be adopted by Council. Should a Member wish to make changes to any decision made with respect to the related recommendations, a motion to reconsider pursuant to **Section 15.19** shall be required.

#### 9.2. Correction or Errors or Omissions in Minutes

Omissions in the recording of any action taken at the previous meeting may be corrected before adopting the minutes and may be made by Council.

### 10. DISCLOSURE OF PECUNIARY INTEREST

#### 10.1. Disclosures of Pecuniary Interest

It is the responsibility of each Member to identify and disclose any pecuniary interest (as defined by the *Municipal Conflict of Interest Act, R.S.O. 1990, C. M50*) in any item or matter in question. Where a Member, either on their own behalf or while acting, by, with or through another, has any pecuniary interest, direct or indirect, in any matter and is present at a meeting of the Council at which the matter is the subject of consideration, the member shall:

- a) Prior to any conclusion of the matter at the meeting, disclose the interest and the general nature thereof.
- b) Remove themselves from the Council Chambers when the matter is under consideration.
- c) Not take part in the discussion of, or vote on, any question in respect of the matter.
- d) Not attempt in any way, whether before, during, or after the meeting, to influence the voting on any such question.

#### 10.2. Disclosures of Pecuniary Interest – Minutes to Reflect

The minutes will reflect at what point the member disclosed a pecuniary interest and for what reason.

#### 10.3. Disclosures of Pecuniary Interest – Closed Session

Where a meeting is not open to the public, in addition to complying with the requirements, the Member shall forthwith leave the meeting for the part of the meeting during which the matter is under consideration. The Member's disclosure of pecuniary interest during a closed meeting will be recorded in the minutes of the next meeting that is open to the public. This can be achieved when the member makes a disclosure of pecuniary interest on the resolution adopting the minutes of the closed meeting in question, at which time, the member is again prohibited from discussing or voting on the minutes related to the matter.

#### 10.4. Disclosures of Pecuniary Interest – Absent from Meeting

Where the interest of a Member has not been disclosed, by reason of absence from the particular meeting, the Member shall disclose the interest and otherwise comply at the first meeting of Council, as the case may be, attended by the Member after the particular meeting.

#### 10.5. Disclosures of Pecuniary Interest – Chair

If the Chair has made a disclosure of pecuniary interest on any matter before Council, the Chair shall withdraw from the chair during the deliberations on that matter and remove themselves from the Council Chambers. The Acting Mayor will resume the seat of the Chair.

### **11. COMMUNICATION ITEMS**

#### 11.1. Communication Items

Every letter, petition, resolution, correspondence or other communication intended for presentation to Council shall be legible and not contain any defamatory allegations and shall be signed by the author(s) and their return mailing or email address must be noted thereon. Any correspondence shall be considered public information and may be circulated, attached to agendas etc. in its processing.

#### 11.2. Communication Items – Protocol

Members of Council will be governed by the following rules respecting questions relating to communication:

- a) Council Members are strongly encouraged to contact the Clerk prior to the meeting to raise questions or clarify issues relevant to the matter and to secure additional information as may be required.
- b) A motion directing administration to undertake certain action with respect to any item from Communication Items shall be in order, provided it is moved, seconded and carried by Council.
- c) Any issues of jurisdiction on any matter of communication before the Council shall be determined by the Chair. The decision of the Chair shall be final, without recourse to a challenge.
- d) All correspondence identified "Confidential" which is received by Members of Council shall be returned to the Clerk's Office for proper disposal immediately following the meeting at which Council dealt with the matter.

## **12. DELEGATIONS**

### **12.1. Which Body to Hear Delegations**

A delegation may be heard at a Council Meeting or Committee.

### **12.2. Request for Delegation**

Any person who wishes to appear before Council shall make application in writing to the Clerk prior to 10:00 a.m. on the Tuesday of the week preceding the Council Meeting. A written submission, together with handouts or material must be submitted to appear and shall be distributed to Council Members as part of the agenda package. The Clerk may make a determination as to deferral of delegations to subsequent meetings or referral to the appropriate Department Head.

### **12.3. Reply to Request**

The Clerk, or their designate shall reply to such delegation requests in writing, telephone or by email, as time permits, indicating approval, refusal, deferral or referral of the delegation and the reasons thereof.

### **12.4. Delegation – Time Limit for Speaking**

A maximum of ten (10) minutes shall be allotted for each delegation to present their information or material. A maximum of two (2) persons shall be permitted to address the Members for each delegation representing a group or organization.

### **12.5. Delegation – Limit per Meeting**

No more than two (2) delegations shall be allowed at any meeting. Delegations will be provided in the order in which they were received by administration.

### **12.6. Conduct for Delegation**

Delegations shall abide by the Rules of Conduct set out in Part 12 and shall:

- a) Not speak on any subject other than the subject for which they have received approval to address;
- b) Not enter into cross debate with other delegations, administration, Members or the Chair;
- c) Not appear for the purpose of publicly announcing a local event; and
- d) Refrain from public outbursts, shouting or behaviour intended to disrupt the discussion and/or general proceedings of the Meeting.

### **12.7. Delegation Restrictions**

The Chair may restrict any delegation, any questions of a delegation or debate during a delegation, for disorder or any other breach of this by-law and, if the Chair rules that the delegation is not in compliance with Part 12 of this by-law, the person or persons appearing shall withdraw from the discussion, and the decision of the Chair shall not be subject to challenge.

### **12.8. Completion of Delegation**

Upon the completion of a presentation by a delegation, any discourse between Members and the delegation shall be limited to Members asking questions for clarification and obtaining additional, relevant information only.

Members shall not enter into debate with the delegation respecting the presentation.

#### 12.9. Refusal of Delegation

The Clerk is given authority to refuse delegations that are not permitted under the following circumstances:

- a) The request is not submitted within the time required in Section 12.2;
- b) No written submission together with handouts or materials is provided with the request to appear;
- c) The subject matter is deemed to be beyond the jurisdiction of Council;
- d) The issue is specific to a labour/managerial dispute, or other matter properly held in Closed Session;
- e) Council has previously made a decision on the issue.

#### 12.10. Refusal of Delegation – Clerk to Give Reason

In the event a delegation request is refused, the Clerk, shall provide to the person(s) in writing the reasons for the refusal.

#### 12.11. Request for Delegation – Special Provision

Despite Section 12.2 herein, any person may request to make a presentation to Council at Meeting, respecting an item on the Agenda provided that:

- (1) The request is made to the Clerk before 12 noon prior to the day of the meeting; and
- (2) The request is approved by a majority of the Members present and if approved by Council such delegation shall be placed as the final delegation on the Agenda;
- (3) Not more than 1 delegation shall be added under the provisions of this article, unless the majority of Council approves an additional delegate;
- (4) The subject matter does not pertain to a matter dealt with the Council in Closed Session under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended.

### **13. RULES OF DEBATE IN COUNCIL**

#### 13.1. Member Seniority

No Member shall be deemed to have precedence or seniority over any other Member.

#### 13.2. Chair – Speaking Before and/or Closure of Debate

The Chair may speak on any matter either before the commencement of debate on any matter, or without entering into further debate, may speak to close the debate on any matter after all Members wishing to speak has spoken.

#### 13.3. Chair – Participation in Debate

If the Chair wishes to take part in the debate, the Chair must leave the chair and call on another Member to act in the Chair's place until the debate is closed and in such case the Chair waives their privilege to close the debate. The Member acting in the Chair's place may close the debate.

#### 13.4. Mover of Motion – First Right to Speak

After the Chair, the member who moves a main motion has the first right of speaking on that motion, and the seconder has the second right of speaking on the motion.

#### 13.5. Recognition by Chair - Acknowledgement of Speaker

No Member shall speak to a question or motion until the Member has been recognized by the Chair. After being recognized by the Chair, all remarks shall be respectfully made through the Chair.

#### 13.6. Motion – Request for Reading

Prior to the taking of a vote, a Member may require the question or motion under discussion to be read at any time during the debate but not so as to interrupt a Member who is speaking.

#### 13.7. Motion Introduced Orally

The following matters may be introduced orally, without written notice and without leave:

- a) A point of order;
- b) A motion to amend;
- c) A motion to refer, including to Closed Session;
- d) A motion to table the question;
- e) A motion to vote on the question;
- f) A motion to suspend the rules of procedure;
- g) A motion to recess; and
- h) A motion to adjourn.

### **14. POINTS OF ORDER**

#### 14.1. Points of Order

The Chair shall preside over the conduct of the meeting, including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the meeting. The minutes will reflect the Point of Order, and the Chair's ruling.

#### 14.2. Violation of Rules of Procedure

When a member wishes to call attention to what the member believes to be a violation of the rules of procedure, the member shall, when once recognized by the Chair, raise the point of order.

#### 14.3. Member Speaking to Yield the Floor

When a point of order is acknowledged by the Chair, any Member speaking at the time shall cease doing so until the point has been dealt with.

#### 14.4. Brief Explanation – Ruling

On raising the point of order, a member shall state the point of order with concise explanation and the Chair shall rule upon the point of order.

#### 14.5. Appeal of Ruling

The Chair's ruling shall be final, unless a Member immediately appeals the ruling of the Chair (challenges the Chair) as follows:

- The Member appealing shall state the reasons for the appeal;
- The Chair may offer reasons in favour of upholding his or her ruling; and
- The Members shall vote on the appeal without debate.

#### 14.6. Results of Appeal

If the appeal is upheld, then the Chair shall change his/her ruling accordingly or if the appeal is rejected, then the Chair's ruling stands and no further avenues of appeal are allowed.

## **15. VOTING**

### **15.1. All Members to Vote – Exception**

Regardless of the method of voting:

- a) Every Member present at a meeting, including the Chair, shall vote on the issue at hand unless prohibited by statute or this by-law, if prohibited from voting, the Clerk shall record in the minutes the name of the Member and the reason that they are prohibited from voting; and
- b) If any Member present refuses to vote or fails to vote, the Member shall be deemed to vote against the question.

### **15.2. Method – Show of Hands**

Except where a recorded vote is requested pursuant to Section 15.8, voting shall be by a show of hands in favour or against, following which:

- (1) The Chair shall announce the result; and
- (2) The Clerk shall record only the result, and not whether Members voted for or against the question.

### **15.3. Result of Vote – How Recorded**

The Clerk shall record the result of votes as follows:

- a) if passed, "Carried";
- b) if not passed, "Defeated";
- c) if deferred, "Tabled" or
- d) if tied, "Motion Lost".

### **15.4. Chair Entitled to Vote**

The Chair, except where disqualified to vote, is entitled to vote on all questions and when it could affect the result of the vote, and when so doing, shall vote last.

### **15.5. Voting Commenced**

After the Chair commences to take a vote on a question, no member shall speak to such question or present any other motion until a vote has been taken on such question.

### **15.6. Member not at Council Table at Time of Vote**

When the Chair calls for a vote on a question, each Member shall occupy his or her seat and shall remain in his or her seat until the result of the vote has been declared by the Chair. A Member who is not at the Council table when the Chair calls for a vote shall not be entitled to vote.

### **15.7. Request to Record a Members Vote**

If there is no request for a recorded vote, a member may request the Clerk to record his/her vote only, either for or against the question, as the case may be.

### **15.8. Recorded Vote**

Any Member may request a recorded vote immediately before or after the taking of a vote, following which:

- (1) The Clerk shall call by name the Members present in alphabetical order except for the Chair whose name shall be called last;
- (2) Each Member present who is not disqualified from voting by statute or this By-law shall announce his vote openly, in the order set out above, and the Clerk shall record each Member's vote in favour or against the question; and
- (3) After completion of the recorded vote the Clerk shall announce the results.

#### 15.9. Motions

- (1) Motions shall be debated in the order of their presentation on the Agenda.
- (2) Members of Council, the Clerk and other officers may introduce matters to be dealt with by motion, subject to the notice provisions in this By-law.
- (3) A motion for introducing a new matter shall not be presented without notices unless Council, without debate, dispenses with such notice by a two-thirds vote of the Members present.
- (4) Every motion, amendment to a main motion, or amendment to an amendment must be formally moved and seconded before the Chair can put the question to Council for a vote, and prior to any discussion on the question.
- (5) Any member may require a motion under discussion to be read by the Chair at any time during the debate but not so as to interrupt another member who is speaking.
- (6) A motion properly before the Council for consideration must receive disposition before any other motions can be received, unless it is a motion to amend, to refer to staff for report, to defer indefinitely or to a specified time, to adjourn the meeting or that the vote be now taken.

#### 15.10. Motion – Filed with Clerk

A Member of Council may file a motion to be placed on the agenda with the Clerk not later than four (4) working days preceding the date of the Council meeting.

#### 15.11. Notice of Motion – Filed with Clerk

A Member of Council may file a "Notice of Motion" with the Clerk, to be noted on the agenda, of which will be deliberated at the next regular Council meeting.

#### 15.12. Motion – Moved and Seconded before Debate

Motions of Council shall be moved, seconded and be received by the Chair before being debated or put to a vote.

#### 15.13. Motion to Suspend Notice Requirements

A motion may be introduced without notice, if Council, without debate, dispenses with notice, on the affirmative vote of a two-thirds of the Members present and voting.

#### 15.14. Motion to Withdraw

Once the motion is proposed and seconded, but before the Chair states the motion, it belongs to the proposer, the motion may be withdrawn or modified without the permission of Council. Once a motion has been stated, it shall be deemed to be in possession of Council, but at any time, the

member who moved a motion may request to withdraw the motion before a decision or an amendment. If there is no objection, the motion is withdrawn with general consent. If there is an objection, anyone may second the motion to withdraw and the Chair takes a vote.

#### 15.15. Motion to Amend

Only one amendment at a time can be presented to a main motion, and only one amendment to an amendment can be presented. A motion to amend shall;

- (1) Be made only to a previous question or to amend an amendment to the question;
- (2) Be relevant to the motion;
- (3) Be moved and seconded;
- (4) Be put to a vote in the reverse order to that which it is moved; and
- (5) Not be in order if, in essence, it constitutes a rejection of the main question.

#### 15.16. Motion to Refer

A motion to refer the question should include:

- a) The name of the body or official to whom the question is to be referred;
- b) Instructions respecting the terms upon which the question is to be referred.

A motion to refer the question shall not be debatable except where instructions are included, in which case, only the instructions shall be debatable.

A motion to refer a question may be amended in accordance with the provisions of Section 15.14.

#### 15.17. Motion to Postpone

A motion to postpone shall:

- (1) Include a fixed date for the question to come back before Council for consideration;
- (2) Be made while the main motion or an amendment is on the floor, and takes precedence over that motion or amendment;
- (3) Be debated, however, the debate must be limited to the advisability of the proposed postponement;
- (4) Only be amended to change the length of the postponement.

#### 15.18. Motion to Adjourn

A motion to adjourn the Council or to end the debate (Call the Question) shall always be in order, except:

- a) When a Member is speaking;
- b) During the taking of a vote;
- c) Immediately following the affirmative resolution of a motion that a vote on the question now be taken;
- d) When a Member has already indicated to the Mayor or Chair, that he or she desires to speak on the question;
- e) When resolved in the negative, cannot be made again until Council has conducted further proceedings.

15.19. Motion to Reconsider

- (1) A motion to reconsider a decided matter shall only be moved by the member who voted with the majority on the original motion.
- (2) No motion to reconsider a decided matter shall be in order when the motion has been implemented resulting in a legally binding commitment that is in place on the date that a motion to reconsider is to be debated.
- (3) A motion to reconsider a decided matter at the same meeting shall require the approval of two-thirds support of the Whole Council that is present.
- (4) A motion to reconsider a decided matter at a subsequent meeting shall require the approval of a majority of Council that is present.
- (5) A motion to reconsider is not amendable and debate must be confined to reasons for or against reconsideration. However, the mover of a motion to reconsider may provide a brief and concise statement outlining the reasons for proposing such reconsideration.
- (6) If the action approved in the motion cannot be reversed, the motion cannot be reconsidered.
- (7) Each member of Council shall be responsible for making a determination on how the Member voted on a specific matter. The Clerk shall not record or note in the minutes how a member votes unless a request for a recorded vote has been made.
- (8) No motion shall be reconsidered more than once during a period of twelve months following the date on which the question was decided, unless a regular election has occurred following the decision.
- (9) In the event of a resolution that was defeated before a succeeding Council, it shall be deemed to be new business and not a matter of reconsideration.
- (10) When a motion to reconsider is brought before a succeeding Council, it shall be deemed to be new business and not a matter of reconsideration.

15.20. Order of Precedence

Where a motion is under consideration, no motion shall be received except a motion having precedence, in the following order:

- a) To adjourn
- b) To recess
- c) To request information
- d) To request that the vote be taken (call the question)
- e) To limit or extend the debate
- f) To postpone (to another meeting, date, indefinitely)
- g) To refer (to another committee, administration)
- h) To amend

15.21. Non-Debatable Motions

- (1) To adjourn
- (2) To close, limit or extend debate

(3) To lay on the table (to table)

(4) Questions of privilege

(5) To suspend the rules

15.22. Motions Proposing Actions Beyond Jurisdiction of Council (*ultra vires*)

A motion in respect of a matter which is beyond the jurisdiction or legislative authority of Council shall not be in order.

## 16. CONDUCT

### 16.1. Conduct of Members

Council Members shall:

- a) Act in accordance with their Declaration of Office;
- b) Refrain from speaking aloud, or address Members without first receiving permission of the Chair;
- c) Not use indecent, offensive, or insulting expressions, at any time, toward other Members, members of the administration, delegations or members of the public;
- d) Not use any electric devices (cell phone, computer, etc.) to communicate to other Members or the Public during the course of the meeting;
- e) Not speak in a manner that is discriminatory in nature based upon an individual's race, ancestry, place of origin, ethnic origin, creed, gender, sexual orientation, age, colour, marital status or disability;
- f) Speak only to the subject under debate;
- g) Not criticize any decision of the Council except for the purpose of moving in accordance with the reconsideration provisions set out in Section 15.19;
- h) Not leave their seat, or make any noise or disturbance while a matter is being considered or discussed by Council; while a vote is being taken or until the results are declared;
- i) Not enter a meeting while a vote is being taken;
- j) Not disturb another member, staff or guest, or conduct themselves in a disorderly manner disturbing the speaker or the assembly;
- k) Not interrupt any Member while speaking by speaking out, making noise or creating a disturbance except to raise a point of order;
- l) Not leave a meeting without first obtaining permission from the Chair;
- m) Obey the rules of the Council or a decision of the Chair, or Council, on a Question of order, or upon the interpretation of the Rules of Council.

### 16.2. Consequence of Breach of Conduct – Members

A member who is called to order shall immediately cease to speak. Any Member persisting in a breach of this by-law may be ordered to leave the meeting by the Chair.

### 16.3. Apology

The Member will be permitted to retake his/her seat provided the Member has apologized to Council.

#### 16.4. Conduct of Members of the Public

No person at a meeting shall:

- (1) Speak aloud at a meeting or address Members without first receiving permission of the Chair to do so;
- (2) Speak disrespectfully of any person;
- (3) Use profane or offensive words or insulting expressions against the Council or Committee or against any member, staff or guest;
- (4) Resist the rules of Council or disobey the decisions of the Chair or of Council or Committee on questions of order or practice or upon the interpretation of the rules of Council;
- (5) Leave his seat or make any noise or disturbance while a matter is being considered or discussed by Council while a vote is being taken and until the results of such vote are declared;
- (6) Disturb another of the public or Council Members or staff or guest by any disorderly conduct disconcerting to the speaker or the assembly;
- (7) Interrupt any member while speaking through speaking out, noise or disturbance;
- (8) Be permitted to attend another meeting of Council after being ordered to vacate, having committed a breach of any rule of Council, and without having first met with the Mayor or Chair and the Clerk, and having satisfied the Mayor that their conduct at future meetings will be in conformity to the rules of this By-law.

### 17. BY-LAWS

#### 17.1. By-laws – Agenda

The proposed by-law title and reference shall be listed on the Council Agenda, and a copy of the By-law may be included in the Agenda.

#### 17.2. Enactment of By-laws

Every By-law:

- (1) When introduced, shall be in printed format and shall contain no blanks except such as may be required to conform to accepted procedures or to comply with the provision of any Act. Each by-law shall be complete with the exception of the date of passing of readings and signatures of the Mayor and Clerk.
- (2) Every by-law shall have three readings prior to being passed.
- (3) All readings of the by-laws may be introduced in the same motion, duly moved, and seconded, specifying the number and title of the by-law, giving them a First and Second Reading. The by-law may be debated and amended before the Third Reading. After the third reading of the motion, the by-law shall be decided without debate or amendment. All By-laws unless otherwise stated will have all readings completed in the same meeting.
- (4) The Clerk shall set out on all by-laws enacted by Council, the date of the reading thereof.

- (5) Every by-law which has been enacted by the Council shall be numbered and dated and shall be sealed with the seal of the Corporation and signed by the Chair and the Clerk and shall be deposited by the Clerk for safe-keeping.
- (6) A draft by-law may be presented in writing to Council for discussion and amendments if required prior to its passing at a Council meeting.

#### 17.3. Enactment of By-laws – Date

The Clerk shall set out on all by-laws enacted by Council, the date of the reading thereof.

#### 17.4. Request to be Read

A majority of Council present may request that the Chair read a by-law or by-laws for clarification or benefit of the public. If reading is not required, all by-laws will be considered to have been read.

#### 17.5. Amendments to By-laws

All amendments to a By-law shall be presented in the form of a resolution and shall be voted on before the By-law is ordered for the third reading. The Clerk shall be authorized to provide a copy of the By-law, as amended, and shall be responsible for its correctness when amended.

#### 17.6. Adoption of By-laws

Once the By-laws have been adopted, the by-laws shall be signed by the Mayor/Acting Mayor or Chair/Acting Chair and the Clerk/Deputy Clerk, and the corporate seal shall be affixed to every by-law duly passed.

#### 17.7. Notification of Enactment of a By-law

Notwithstanding the foregoing, when the requirements of any Provincial legislation requires that notification be given of Council's intention to enact a by-law, the Chair shall notify persons who are present at the meeting that they may make representation on the proposed by-law during Council's hearing of Delegations.

#### 17.8. Confirmation By-law

The proceedings shall be confirmed by By-law at the first meeting of the month of every Regular and Special Meeting so that every decision of the Council at that meeting and every Resolution passed thereat shall have the same force and effect as if each and every one of them had been the subject matter of a separate By-law duly enacted.

### **18. COMMITTEES OF COUNCIL**

#### 18.1. Establishment of Committees of Council

Council may, from time to time, establish a special Committee of Council or Advisory Committee, in response to specific issues requiring immediate or long term attention.

#### 18.2. Appointment and Operation of Committees of Council

All policies and procedures for appointment and operation of special Committees of Council or Advisory Committees shall be at the discretion of the majority of Council.

#### 18.3. Appointment of Chair

The Mayor shall appoint the Chairs and alternate Chairs of all Committees from amongst the Members, which appointments are to be reviewed and approved by Council. The appointed Chair shall remain for the full term of Council.

#### 18.4. Composition of Committee

May be comprised of electors, Council Members and employees of the Town. Standing Committees are to be created primarily for the purpose as approved by Council. The Mayor shall be an ex officio member of each Committee.

#### 18.5. Vacancy on Committee

Should there be any vacancy on a Committee during the Term; Council may fill that vacancy for the period remaining of the Term of Council.

#### 18.6. Attending Committee as a Member of Council

Members of Council other than members of the Committee may attend the meetings of any committee, but shall not be allowed to vote; nor may they take part in any discussion or debate except by permission of the majority of the members of the committee.

#### 18.7. Discontinuation of Committee

Council may, at any time, discontinue any Committee referred to in this section or replace any Committee Member by resolution.

#### 18.8. Distribution of Agendas

Agendas are to be distributed at least 48 hours in advance of such meeting date.

#### 18.9. Calling a Special Committee Meeting

The Chair of a committee may call a special meeting provided that the members of the committee are given at least 1 (one) weeks' notice of the date, time and place of the meeting and that a notice of the meeting shall be posted on the town website.

#### 18.10. Committee Members

The Minutes of the Committees of Council shall be received by each respective Committee and shall be forwarded to the Clerk in a timely manner, to be received as information and placed on the Agenda for the first Regular Council meeting of the month.

### **19. ROLE OF COUNCIL**

#### 19.1. Role of Council

As per Section 224, of the Municipal Act, c. 25 as amended, it is the Role of Council:

- (1) To establish policies within the authority of enabling legislation, for the purpose of guiding the administration of municipal government in the Municipality;
- (2) To develop, subject to legislative restrictions, regulations to be adopted in by-laws and resolutions for the overall benefit of the community;
- (3) To appoint statutory officers and senior officials to ensure that an appropriate management system is in place to administer the Municipality within the adopted policies of Council;
- (4) Through the Clerk, to oversee the administrative functions as carried out by appointed officials within delegated authority and the policies adopted by Council;
- (5) To be prepared to attend regular and special meetings of Council and committees to which a Member has been appointed by Council and to participate in the development and adoption of policies and directions for the Municipality;
- (6) To act as liaison between the citizens they represent and the Municipality, to ensure that the intention of the established policies and regulations are applied in a manner that is conducive to the citizens and community as a whole;

- (7) To oversee the financial affairs and delivery of municipal services through the adopting of policies and budget control guidelines and ensures that appropriate audit procedures and monitoring programs are in effect;
- (8) To collectively arbitrate matters where the procedural by-law is silent and the matter is placed before the Council for disposition;
- (9) To request reports from administration by Council motion.

## **20. ROLE OF THE MAYOR (HEAD OF COUNCIL)**

### **20.1. Chair – Council Meetings**

The Mayor shall be the Chair at Council meetings.

### **20.2. Mayor's Role**

In addition to the responsibilities of Council as outlined in Section 19.1 of this by-law, it is the role of the Mayor as Head of Council pursuant to Section 225 of the Municipal Act, 2001 c. 25 as amended:

- (1) To act as chief executive officer of the municipality;
- (2) To preside over council meetings so that its business can be carried out efficiently and effectively;
- (3) To provide leadership to the council;
- (4) Without limiting clause (3), to provide information and recommendations to the council with respect to the role of council described in clauses 224 (d) and (d.1) of the Municipal Act, 2001 c. 25 as amended or section 19.1 of this by-law;
- (5) To represent the municipality at official functions; and
- (6) To carry out the duties of the head of council under this or any other Act.

It is the role of the head of council as chief executive officer of a municipality pursuant to Section 226.1 of the Municipal Act, 2001 c. 25 as amended to:

- (1) Uphold and promote the purposes of the municipality;
- (2) Promote public involvement in the municipality's activities;
- (3) Act as the representative of the municipality both within and outside the municipality, and promote the municipality locally, nationally and internationally; and
- (4) Participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents.

### **20.3. Ex-Officio – Committees**

The Mayor shall be an ex-officio Member of all Committee of Councils and shall be entitled to vote as a member of such Committees.

### **20.4. Absence of Mayor – Appointment of Acting Mayor(s)**

From time to time, the Mayor may be absent from the Town of Latchford or may be absent from office through illness. In such instances, it is desirable to have an alternate designated to act in the place of the Mayor. The Clerk shall prepare a resolution for the first regular meeting of Council, and appoint an Acting Mayor(s) from the Members of Council to act in the absence of the Mayor or the

duration of the term in six-month intervals. The Acting Mayor(s) shall act in the place of the Mayor, and while so acting, may exercise the rights, powers and authority of the Head of Council.

#### 20.5. Absence of Mayor - Acting Mayor to Chair

In the case where a quorum is present and the Mayor has not attended within fifteen minutes after the time appointed, the Clerk shall call the Members to order, and the member of Council who is appointed as the Acting Mayor shall assume the Chair during the meeting for as long as the Mayor is absent.

#### 20.6. Absence of Acting Mayor – Appointment of Chair

In the event the Member designated as Acting Mayor is also absent, the Members shall nominate and elect a Chair among the Members present who shall preside during the meeting for as long as the Mayor or Acting Mayor is absent.

### 21. DUTIES OF THE CHAIR

#### 21.1. Duties of the Chair

It is the duty of the Chair:

- a) To open the meeting by taking the Chair and calling the Members to order;
- b) To announce the business before the Council in the order in which it is to be acted upon;
- c) To receive and submit, in the proper manner all motions presented by the Members;
- d) To put to a vote all questions which are moved and seconded or which necessarily arise in the course of the proceedings, and to announce the results of such vote;
- e) To decline to put to a vote motions which infringe upon the rules of procedure;
- f) To enforce on all occasions the observance of order and decorum among the Members and guests;
- g) To call by name any person persisting in breach of the rules of order of the Council or Committee thereby ordering the person to vacate the Council Chamber or other place of meeting, as the case may be;
- h) To authenticate by signature all By-laws, resolutions and minutes of the Council;
- i) To inform the Council or Committee when necessary, or when referred to for the purpose, on a point of order;
- j) To represent and support the Council, declaring its will and implicitly obeying its decisions in all things;
- k) To ensure that the decisions of Council are in conformity with the laws and By-laws governing the activities of the Municipal Corporation and Committees;
- l) To order any person or group in attendance at the meeting to cease and desist any behaviour which disrupts the order and decorum of the meeting;
- m) To expel from a meeting any person or group who continues to disrupt the meeting after being so warned and who engages in improper conduct;
- n) To call a 5 minute rest period when deemed appropriate;
- o) To adjourn the meeting without question in the case of grave disorder arising in the Council Chamber or other place of meeting, as the case may be;

- p) To adjourn the meeting without question in the case of any person or group who refused to vacate the place of meeting after being ordered to do so by the Chair.

## **22. DUTIES OF THE CLERK**

### **22.1. Appointment of the Clerk**

The Clerk is appointed by by-law and is responsible to Municipal Council for the efficient management of the administration of the Corporation's various administrative departments.

### **22.2. Reports Coordinated through the Clerk**

All reports and recommendations of department heads and staff shall be coordinated through the Clerk.

### **22.3. Duties of the Clerk**

- a) Assist the Council to discharge its responsibilities and, in a non-partisan manner, to aid Council members to carry out their duties;
- b) Attend Council and Closed Session meetings with the right, with the consent of the Chair, to speak but not to vote; and to attend meetings of any other Committees as they see fit;
- c) In the absence of the Clerk, the Deputy Clerk will act and perform all functions of the Clerk;
- d) Exercise general control and management of the affairs of the municipality for the purpose of ensuring the efficient and effective operation of the municipality;
- e) Attend all meetings of Council/Closed Session and to record the proceedings of all such meetings, in addition to any required clerical support staff;
- f) Cause notice of each regular and special meeting of Council or Committee, together with the agenda and all matters so far as are known to be sent to each member of the said Council;
- g) Record or cause to be recorded without note or comment all resolutions, decisions, and other proceedings of the Council and/or Closed Session meetings;
- h) Keep in the office of the Clerk or in a place appointed for that purpose for the time periods referenced in the Town's Records Retention By-law of Council and or Public Meeting procedures;
- i) Forward a copy of all resolutions, enactments and orders of the Council and Committees to those concerned in order to provide notice;
- j) If requested by any member present at a vote, to record the name and vote of every member voting on any matter or question;
- k) Keep the official records of the Town, including the minutes of the proceedings of Council and Committees;
- l) Keep in the Office of the Clerk, or in a place appointed for that purpose, the originals or copies of all by-laws and all minutes of the proceedings of Council;
- m) Make such minor clerical, typographical or grammatical deletions, additions or other changes in form to any by-law, motion, resolution and/or minutes as may be required for the purpose of ensuring correct and complete implementation of the actions of Council;

- n) Forward, by way of delegated authority, housekeeping or consolidation by-laws directly to Council for consideration;
- o) Perform such other duties as are prescribed by law or by direction of Council; and
- p) Be a Municipal Officer for the Corporation of the Town of Latchford.

## **23. STAFF ATTENDANCE**

### **23.1. Staff Attendance at Meetings**

Staff members shall attend meetings in order to present reports, assist and support the Members of Council.

## **24. COUNCILLORS/MAYORS REPORTS**

### **24.1. Announcements/Motions**

If a Member wishes to make Announcements or bring forth Motions they must be submitted to the Clerk's Department by no later than the Tuesday prior to the meeting. Such announcements generally shall consist of brief verbal reports (i.e. conference attendance, meeting report, community event announcement, etc.). If the announcement or motion is detailed, a written report will be required by the Member for submission in the Council agenda.

## **25. AMENDMENTS AND APPENDICES**

### **25.1. Amendments**

Any provision contained in this by-law may be amended, varied or repealed, and additions shall be made by two-thirds of the Members present.

### **25.2. Repeals**

Any other by-laws and or resolutions that are inconsistent with the provision of this by-law are hereby repealed or rescinded insofar it is necessary to give effect to the provisions of this by-law.

**APPENDIX A – NOTICE OF MOTION**

In accordance with Section 3.8 – Notice of Motion of the Town of Latchford Procedural By-law,

Member of Council \_\_\_\_\_ (please print)

Hereby files a Notice of Motion to be included on the Agenda for the Regular Meeting of Council which is scheduled to be held on:

\_\_\_\_\_, 20\_\_\_\_ under the following Agenda heading:

\_\_\_\_\_

And which Notice of Motion reads as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNCIL MEMBER: \_\_\_\_\_  
(Signature)

|                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>CLERK’S USE ONLY</u></b></p> <p>Date Received: _____, 20____</p> <p>Time Received _____ AM PM</p> <p>Notice of Motion Given: _____</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------|

## **APPENDIX B – CLOSED SESSION**

### **Closed Session Municipal Act, 2001, Section 239**

#### **Sec. 239 Meetings open to public**

(1) Except as provided in this section, all meetings shall be open to the public. 2001, c. 25, s. 239 (1).

#### **Exceptions**

(2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,

- (a) the security of the property of the municipality or local board;
- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- (d) labour relations or employee negotiations;
- (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act. 2001, c. 25, s. 239 (2).

#### **Other criteria**

(3) A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,

- (a) a request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
- (b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1). 2014, c. 13, Sched. 9, s. 22.

#### **Educational or training sessions**

(3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee. 2006, c. 32, Sched. A, s. 103 (1).

#### **Resolution**

(4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,

(a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or

(b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection. 2001, c. 25, s. 239 (4); 2006, c. 32, Sched. A, s. 103 (2).

### **Open meeting**

(5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote. 2001, c. 25, s. 239 (5).

### **Exception**

(6) Despite section 244, a meeting may be closed to the public during a vote if,

(a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and

(b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board. 2001, c. 25, s. 239 (6).

### **Record of meeting**

(7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. 2006, c. 32, Sched. A, s. 103 (3).

### **Same**

(8) The record required by subsection (7) shall be made by,

(a) the clerk, in the case of a meeting of council; or

(b) the appropriate officer, in the case of a meeting of a local board or committee. 2006, c. 32, Sched. A, s. 103 (3).

### **Record may be disclosed**

(9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1). 2006, c. 32, Sched. A, s. 103 (3).

### **Investigation**

239.1 A person may request that an investigation of whether a municipality or local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public be undertaken,

(a) by an investigator referred to in subsection 239.2 (1); or

(b) by the Ombudsman appointed under the *Ombudsman Act*, if the municipality has not appointed an investigator referred to in subsection 239.2 (1). 2006, c. 32, Sched. A, s. 104.

### **Investigator**

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

**Powers and duties**

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.



**THE CORPORATION OF THE TOWN OF LATCHFORD**

**BY-LAW No.: 2026-034**

Being a By-Law to enter into a lease agreement with Sherry Neill and Roger Brazeau for the operation of the Beach House for the 2027 & 2028 season.

**Whereas**, pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, c 25, a Council may enter into Agreements;

**And further** that the Council for the Town of Latchford deems it expedient to enter into a lease agreement with Sherry Neill and Roger Brazeau for the Beach House;

**Now therefore**, the Council of the Corporation of the Town of Latchford hereby enacts as follows:

1. **That**, authority is hereby granted to the Mayor and Clerk to enter into a lease agreement with Sherry Neill and Roger Brazeau.
2. **And that**, the agreement attached as Schedule A forms part of the by-law.
3. **And that**, any and all actions taken and required to be taken by the Mayor and Clerk on behalf of the Corporation of the Town of Latchford to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized, confirmed and ratified.
4. **And further that**, this by-law shall come into force and take effect immediately upon the approval of Council.
5. **And finally**, the Clerk for the Corporation of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law or its associated schedule.

**Read a first, second and third time and finally passed on the 8<sup>th</sup> day of September, 2026.**

\_\_\_\_\_  
Sharon Gadoury-East, Mayor

\_\_\_\_\_  
Malorie Robinson, Clerk

**Lease Agreement**

This lease agreement made pursuant to the Short Form of Leases Act this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Between:

**The Corporation of the Town of Latchford**

(herein after called the Landlord)

-AND-

**Sherry Neill/Roger Brazeau**

(herein after called the Tenant)

Whereas the Tenant hereby offers to lease from the Landlord the premises as described under Section 1 "Premises" of this Agreement.

**1. Premises**

---

In consideration of the rents reserved and the covenants and agreements herein contained to be paid, observed and performed by the Tenant, the Landlord hereby leases to the Tenant the Beach House legally described as COLEMAN CON 1 PT LOTS 17 AND 18 PLAN M57NB PT LANE PT LOTS AND STS AND RP 54R3915 PARTS 2 TO 5 RP 54R5189 PART 1 PCLS 818T 6182 6439 7655NND 5171 6083 24712 24713SS, for the term.

This designated space will be mutually agreed upon by the Landlord and Tenant prior to occupancy. In addition, the Tenant may use the public washroom facilities located at the premises, with the understanding that this is a communal space with the General Public having full access to the washroom/shower facilities.

The Tenant understands that it does not have the authority to remove/alter/add to the waterfront in any way. The Tenant understands that the waterfront is a public area on Town of Latchford property.

**2. Use**

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The premises shall only be used for the purpose of operating a chip stand. Any use that is not consistent with these purposes shall make this agreement null and void.

**3. Term**

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The lease term shall be from May 1<sup>st</sup>, 2027 ending October 31<sup>st</sup>, 2027 with rent being due on May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup>, August 1<sup>st</sup>, September 1<sup>st</sup> and October 1<sup>st</sup>, with an option to renew for 2028 and 2029.

A review of the Town's expenses will be conducted at the end of each season to ensure the agreed upon rent covers the Town of Latchford's expenses.

## **Schedule A to By-Law 2026-034**

Rent will be billed to the Tenant on the 1<sup>st</sup> of each month. If the weather does not permit the Tenant to be open during October, rent will be prorated at the Water, Sewer and Hydro rates (prorated amount shall not be less than \$250 plus HST)

### **4. Rent**

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Subject to the adjustments as hereinafter provided, the rent in respect of the leased premises shall be \$500.00 plus HST per month (May, June, July, August, September, October) payable to the Corporation of the Town of Latchford as per Section 3 Term of this lease. If the weather does not permit the Tenant to be open during May and October, rent will be prorated at the Water, Sewer and Hydro rates (prorated shall not be less than \$250 plus HST)

### **5. Renewal**

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Provided that the Landlord does not require full use of the premises, the Tenant may be entitled to a two (2) year (May to October) renewal with an increase in rent should it be required and all other terms remaining the same. If the Landlord requires the premises for its own purposes at the end of the Term, or if the Tenant does not wish to renew the Lease for the Renewal Term, either part must give the other party two (2) months written notice.

### **6. Services**

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The Tenant understands that the following services are included in their rent

- Hydro
- Water
- Sewer

The Tenant understands that the following services are not included in their rent.

- Garbage Collection
- Recycling
- Cleaning

Garbage collection will occur every Tuesday. The tenant will be billed bi-weekly at the rate of \$2.00 per bag. The Tenant is responsible for the provision of cleaning services to the interior of the premises during the months of operation (May to October). The Tenant shall remove the recycling by utilizing the Town of Latchford's Landfill at the Tenant's expense.

### **7. Tenant's Covenants**

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The Tenant covenants with the Landlord as follows:

- a) Rent - the Tenant shall pay the rent hereby reserved in the manner and on the days specified herein;
- b) Alterations - the Tenant shall not make any alterations or additions to the premises;

## **Schedule A to By-Law 2026-034**

- c) Maintenance - the Tenant shall keep the premises in a good state of repair and cleanliness, reasonable wear and tear. The Tenant shall pay to the Landlord the cost of repairs to the Premises caused by the negligence or improper willful act of the Tenant or any person on the premises with the consent of the Tenant;
- d) Insurance - the Tenant shall not use the premises or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the premises by the Tenant, the Tenant will pay to the Landlord as additional rent the amount by which the insurance premiums are so increased;
- e) Sublet - the Tenant shall at no time sublet the premises or any part thereof nor to assign this Agreement without the written consent of the Landlord;
- f) Signage - the Tenant shall not use the outer walls or windows of the premises for any notice or name plate except as approved by the Landlord;
- g) Repairs - the Tenant shall repair, according to notice in writing, damage by reasonable wear and tear;
- h) Trade/Business - the Tenant shall use the premises for the purpose of a chip stand and not to carry on or permit to be carried on therein any other trade or business;
- i) Commercial General Liability Insurance for Bodily Harm - at the date of execution of this Lease Agreement by the Tenant, and from time to time thereafter, to provide to the Landlord a Certificate of Insurance that the Tenant has a commercial general liability insurance policy for bodily injury or death and property damage in force which insures the Tenant in respect of injury to or death of any person or property damage in the amount of at least two million (\$2,000,000) dollars.
- j) Indemnity - to indemnify the Landlord against all liability, claims, damage or expenses arising out of any act or neglect of the Tenant or its servants, employees, agents, invitees or licensees in and about the Leased Premises, or arising out of any breach, violation or non-performance of any of the terms of this lease by them or any damage to the persons or property of the Tenant's servants, employees, agents, invitees or licensees, other than by reason of the negligence of the Landlord.

### **8. Landlord's Covenants**

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The Landlord covenant with the Tenant:

- a) Structural Repairs – to maintain and repair all windows, doors, plumbing and electrical fixtures and to make repairs to walls, floors, and ceilings of the premises which may be necessary;
- b) Washrooms – to permit the Tenant and its employees in common with others entitled thereto use the public washrooms in the building;

### **9. Provisions**

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Provided always and it is hereby agreed as follows:

## **Schedule A to By-Law 2026-034**

- a) Tenant's Fixtures – subject to other provisions of this lease, the Tenant may remove fixtures that belong to the Tenant only;
- b) Damage and Destruction – provided that if during the term herein or any renewal thereof the Leased Premises shall be destroyed or damaged by fire or other elements then the following provisions shall apply:
  - i. If the leased premises shall be so badly injured as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within one hundred and twenty days of the happening of such injury, then the term hereby granted shall cease and be at an end to all intents and purposes from the date of such damage or destruction, and the Tenant shall immediately surrender the same, and yield up possession of the Leased Premises to the Landlord, and rent from the time of such surrender shall be apportioned;
  - ii. If the leased premises shall be capable, with reasonable diligence, of being repaired and rendered fit for occupancy within one hundred and twenty days from the happening of such injury as aforesaid, but if the damage is such as to render the leased premises wholly unfit for occupancy, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed, and the rent shall recommence immediately after such repairs shall be completed;
  - iii. If the leased premises shall be repaired within one hundred and twenty days aforesaid, and if the damage is such that the said leased premises are capable of being partially used, then until such damage shall have been repaired, the rent shall abate in the proportion that the part of the leased premises rendered unfit for occupancy bears to the whole of the leased premises;
- c) Landlord's Liability - the Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant, or damage or injury to any person during the term of this lease unless such loss, damage or injury shall be caused by the negligence of the Landlord;
- d) Re-entry - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in the case of breach or non-observance or non-performance of any of the covenants or agreements herein contained or referred to on the part of the Tenant to be observed and performed, the Landlord shall be entitled thereafter to enter into and upon the leased premises or any part thereof in the name of the whole the same to have again, repossess and enjoy as of its former state, anything herein contained to the contrary notwithstanding;
- e) Vacancy - In case without the written consent of the Landlord the leased premises shall remain vacant or not used for a period of twenty-one (21) days or be used by any other person than the Tenant or for any other purpose than for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of Creditors or become bankrupt or insolvent debtors, this lease shall at the option of the Landlord cease and determine and the terms shall immediately become forfeited and void and the then current month's rent and the ensuing three months'

rent shall immediately become due and payable and the Landlord may re-enter and take possession of the leased premises as though the Tenant or other occupant of the leased premises was holding over the expiration of the term without any right whatever;

- f) Overholding - If the Tenant shall continue to occupy the leased premises after the expiration of this lease, with or without consent of the Landlord, without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and, on the terms, and conditions herein set out except as to length of tenancy;
- g) Entry to View Condition and Notice of Disrepair - The Landlord may enter and view the state of repair of the leased premises and the Tenant will repair according to notice in writing. If the Tenant refuses or neglects to make the repairs in such notice, the Landlord may make them and charge the cost of them to the Tenant as additional rent. The rent shall not abate while those repairs are being made, by reason of loss or interruption of the business of the Tenant because of any such work, and the Landlord agrees to complete the work expeditiously;

#### 10. Effect of Lease

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This lease and everything herein contained shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns as the case may be of each of the parties hereto.

#### 11. Notices

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Any notice in writing which either party may desire to give to the other with regard to any matter or thing in this lease contained may be validly and effectually given by mailing the same by prepaid registered post addressed as follows:

To the Landlord at: 10 Main St., Hwy 11, P.O. Box 10, Latchford, Ontario, P0J 1N0  
Email: [mrobinson@latchford.ca](mailto:mrobinson@latchford.ca)

To the Tenant at:  
Email: [neillsherry31@gmail.com](mailto:neillsherry31@gmail.com)

and every such notice shall be deemed and taken to have been delivered on the day following the day on which it was so mailed.

#### 12. Early Termination

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Notwithstanding any provision contained in the lease to the contrary, either the Landlord or the Tenant shall have the option to terminate the lease, upon ninety (90) days prior written notice of said termination.

**Schedule A to By-Law 2026-034**

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

|                              |   |                                     |
|------------------------------|---|-------------------------------------|
| SIGNED, SEALED AND DELIVERED | ) |                                     |
| in the presence of           | ) |                                     |
|                              | ) |                                     |
|                              | ) |                                     |
| _____                        | ) | _____                               |
| WITNESS                      | ) | Sherry Neill, Tenant                |
|                              | ) |                                     |
|                              | ) | _____                               |
|                              | ) | Date                                |
|                              | ) |                                     |
|                              | ) |                                     |
|                              | ) |                                     |
| _____                        | ) | _____                               |
| WITNESS                      | ) | Malorie Robinson, Town of Latchford |
|                              | ) | Landlord                            |
|                              | ) |                                     |
|                              | ) | _____                               |
|                              |   | Date                                |



**THE CORPORATION OF THE TOWN OF LATCHFORD**

**BY-LAW No.: 2026-035**

Being a By-Law to enter into an agreement with FEDNOR for the Northern Ontario Development Program – Community Economic Development Funding Stream.

**Whereas**, pursuant to Section 9 of the Municipal Act, 2001, S.O. 2001, c 25, a Council may enter into Agreements;

**And further** that the Council for the Town of Latchford deems it expedient to enter into an agreement with FedNor for the Northern Ontario Development Program – Community Economic Development Funding Stream.

**Now therefore**, the Council of the Corporation of the Town of Latchford hereby enacts as follows:

1. **That**, authority is hereby granted to the Mayor and Clerk to enter into an agreement with FedNor.
2. **And that**, the agreement attached as Schedule A forms part of the by-law.
3. **And that**, any and all actions taken and required to be taken by the Mayor and Clerk on behalf of the Corporation of the Town of Latchford to complete this matter including the execution of the Agreement and any other associated documentation are hereby authorized, confirmed and ratified.
4. **And further that**, this by-law shall come into force and take effect immediately upon the approval of Council.
5. **And finally**, the Clerk for the Corporation of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law or its associated schedule.

**Read a first, second and third time and finally passed on the 8<sup>th</sup> day of September, 2026.**

\_\_\_\_\_  
Sharon Gadoury-East, Mayor

\_\_\_\_\_  
Malorie Robinson, Clerk

**CONTRIBUTION AGREEMENT UNDER THE  
NORTHERN ONTARIO DEVELOPMENT PROGRAM  
COMMUNITY ECONOMIC DEVELOPMENT STREAM**

This **Contribution Agreement** is made:

**BETWEEN:**

**The Minister of Employment and Social Development, referred to as  
Minister of Jobs and Families and Minister Responsible for the  
Federal Economic Development Agency for Northern Ontario**  
(the “**Minister**”)

**AND:**

**Corporation of the Town of Latchford** is an organization duly  
incorporated under the laws of Ontario having its office located at:  
10 Main Street, Highway 11  
LATCHFORD, ON  
P0J 1N0  
(the “**Recipient**”)

**WHEREAS** the Recipient has applied for funding through the Minister;

**WHEREAS** the Minister established the Northern Ontario Development Program – Community Economic Development stream (the “Program”) to support communities' efforts to plan and mobilize their resources, enhance business growth, and exploit new opportunities for economic development and diversification;

**WHEREAS** the Minister has determined that the Recipient is eligible for funding under the Program and that the Project (as defined in this Agreement) qualifies for support under the Program;

**AND WHEREAS** the Minister has agreed to provide a Non-Repayable Contribution to the Recipient for the Project subject to the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the foregoing principles and their respective obligations set out below, the Parties hereto agree as follows:

## 1. INTERPRETATION

### 1.1. Definitions

Except where otherwise defined in this Agreement, a capitalized term has the meaning given to it in this section, words importing the singular include the plural and vice versa, and words importing gender include all genders.

- a) **“Application Received Date”** means April 10, 2026, the date on which the Minister received the financial assistance application.
- b) **“Business Day”** means any day other than a Saturday, Sunday and statutory holiday to which the Parties are subject.
- c) **“Contribution”** means the funding provided by the Minister for the Eligible Supported Costs of the Project in accordance with the terms and conditions of this Agreement, in the amount set out in section 3.1.
- d) **“Costs Incurred”** means the costs of services rendered to or goods received by the Recipient in support of the Project from the Eligibility Date to the Project Completion Date, that the Recipient has paid or has a legal obligation to pay.
- e) **“Effective Date”** means the date on which the Minister receives the Agreement executed by all Parties.
- f) **“Eligibility Date”** means April 10, 2026.
- g) **“Eligible Costs”** means those Costs Incurred by the Recipient that meet the criteria set out in the Project Costs section of Schedule A – *Statement of Work* and Schedule B – *Costing Memorandum*.
- h) **“Eligible Supported Costs”** means the Eligible Costs listed in Schedule A – *Statement of Work* that are essential to carrying out the Project, reasonable and directly related to the Project that the Minister supports under this Agreement.
- i) **“Fiscal Year”** means the period beginning April 1<sup>st</sup> in any year and ending March 31<sup>st</sup> of the following year.
- j) **“Ineligible Costs”** means those costs relating to the Project that are not eligible for funding, in accordance with Schedule B – *Costing Memorandum*.
- k) **“Interest Rate”** means the interest rate indicated in the *Interest and Administrative Charges Regulations*.

- l) **“Overpayment”** means an amount paid by the Minister as part of the Contribution or expressly treated as an Overpayment pursuant to the terms and conditions of this Agreement, and which is recoverable by the Minister in accordance with section 6.6.
- m) **“Party”** means the Minister or the Recipient, as the case may be, and **“Parties”** means the Minister and the Recipient.
- n) **“Program”** has the meaning set out in the recitals.
- o) **“Project”** means the activities carried out by the Recipient in accordance with Schedule A – *Statement of Work*.
- p) **“Project Budget”** means the Recipient’s financial plan for the Project, in accordance with Schedule A – *Statement of Work*.
- q) **“Project Costs”** means the aggregate of all Eligible Costs and Ineligible Costs for the Project, in accordance with the Project Budget.
- r) **“Project Completion Date”** means May 31, 2027, the date on which all components of the Project are completed to the satisfaction of the Minister, in accordance with this Agreement.
- s) **“Project Start Date”** means July 31, 2026.
- t) **“Term of this Agreement”** means the term specified at section 1.3 of this Agreement;
- u) **“Schedule”** means a schedule to this Agreement.

## **1.2. Entirety of Agreement**

The Agreement includes this contribution agreement, the schedules and all associated documents, including amendments that may subsequently be made to these documents in the manner set out herein (the "Agreement"). Further, the Recipient reaffirms the declarations, authorizations, certification, guarantees and commitments made in its application for financial assistance, declares that they remain true and accurate in all respects, and agrees to promptly inform the Minister of any amendment affecting them. If any inconsistency exists between the Schedules and the sections of this Agreement, the sections of this Agreement take precedence.

## **1.3. Term**

The Agreement shall come into force as of the Effective Date and, subject to section 1.5 will expire on the later of the following:

- (a) twenty-four (24) months after the Project Completion Date; or
- (b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been made in full.

#### **1.4. Schedules**

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

- Schedule A – Statement of Work
- Schedule B – Costing Memorandum
- Schedule C – Claims and Reporting Requirements

#### **1.5. Survival**

Notwithstanding anything else in this Agreement, the following rights and obligations shall survive the expiration or early termination of this Agreement for a period of twenty-four (24) months:

- Section 10 Audit and Evaluation
- Section 11 Information Management, Retention and Access

#### **1.6. Headings**

The headings used in this Agreement are inserted for convenience of reference only, and shall not affect its interpretation.

### **2. PURPOSE**

#### **2.1. Purpose of the Contribution**

The purpose of the Contribution is to provide financial assistance to the Recipient for the Project described in Schedule A – *Statement of Work*, in accordance with the terms and conditions set forth in this Agreement. The Recipient agrees to use the Contribution solely for this purpose.

### **3. CONTRIBUTION AND PROJECT BUDGET**

#### **3.1. Contribution by the Minister**

- a) Subject to the terms and conditions of this Agreement, the Minister shall make a Non-Repayable Contribution to the Recipient with respect to the Project, up to an amount not exceeding the lesser of:
  - a) 90.00 percent of the total Eligible Supported Costs of the Project; and
  - b) \$81,000.
- b) The Parties acknowledge that the Minister's role with respect to the Project will be limited to making a financial contribution to the Recipient in respect of the Project, and that the Minister shall have no involvement in the management or operation of the Project. The Minister is neither a decision-maker nor an advisor in respect of the Project.

### **3.2. Budgeting and Allocation of Contribution**

3.2.1 The Minister shall not contribute to any Eligible Costs incurred by the Recipient prior to the Eligibility Date or after the Project Completion Date. The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.2.2 The Minister may, at their discretion, limit the amount paid towards Eligible Costs incurred by the Recipient between the Application Received Date and the Project Start Date to 10% of the Contribution.

### **3.3. Parliamentary Appropriations**

Any payment by the Minister under this Agreement is subject to there being sufficient appropriation for the Fiscal Year in which the payment is to be made. In the event that departmental funding levels of any Funding Department are changed or anticipated to be changed by Parliament during the term of this Agreement, the Minister may, at their discretion and upon reasonable written notice to the Recipient, cancel or reduce the Contribution under this Agreement. Should the Minister reduce or cancel the Contribution, the maximum amount payable pursuant to subsection 3.1(a) of this Agreement will be reduced accordingly. In such circumstances, the Recipient may, at its own discretion and upon providing reasonable written notice to the Minister, elect to terminate this Agreement. The Recipient agrees that it will not be entitled to any compensation, indemnity, loss of profit, or any other form of damages in relation to a reduction or cancellation of funding for the Project by the Minister pursuant to this section 3.3.

### **3.4. Other Government Financial Support**

3.4.1 The Recipient confirms that, as of the Effective Date, it has requested, received or has been approved to receive, in addition to the Contribution, the following federal, provincial/territorial, or municipal government financial assistance ("Government Financial Assistance") for the Project:

Federal:

Federal Tax Credits:

Provincial:

Provincial Tax Credits:

Municipal:

Total: \$0

The Recipient confirms that it has not requested nor received any Government Financial Assistance for the Project, other than as set out above.

3.4.2 The Recipient agrees that, for the purposes of this section, Government Financial Assistance includes, and may not be limited to any grants, contributions, subsidies, forgivable loans, investment tax credits and any other tax credits available to the Recipient in respect of the Project.

3.4.3 In no event will the total Government Financial Assistance towards the total Eligible Costs be allowed to exceed one hundred percent (100 %) of the Eligible Costs.

3.4.4 The Recipient agrees to promptly notify the Minister of any changes to the above Government Financial Assistance for the Project during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional Government Financial Assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

### **3.5. Other Financial Support**

The Recipient agrees to promptly notify the Minister of any changes to the other financial assistance for the Project in accordance with Schedule A – *Statement of Work*, other than Government Financial Assistance in accordance with section 3.4, during the Term of this Agreement. The Recipient acknowledges and agrees that the Minister may, at their discretion, reduce the amount of the Contribution to the extent of any additional financial assistance or require the Recipient to repay the excess amount of the Contribution it received, and any such amount will be treated as an Overpayment.

## **4. OBLIGATIONS OF THE RECIPIENT**

### **4.1. Project Commitments by the Recipient**

The Recipient covenants and agrees to complete the Project in accordance with the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the Recipient shall:

- a) carry out the Project, described in Schedule A – *Statement of Work*, in a diligent, timely and professional manner and in general compliance with the Project Budget;
- b) begin the Project no later than the Project Start Date and complete the Project no later than the Project Completion Date;
- c) submit claims for Eligible Supported Costs in accordance with section 6 Schedule B – *Costing Memorandum* and Schedule C – *Claims and Reporting Requirements*;
- d) comply with reporting requirements in accordance with section 7 and Schedule C – *Claims and Reporting Requirements*;
- e) ensure that all goods and services, including those for which the Minister is contributing to their costs under this Agreement, will be purchased or acquired at competitive prices that are no greater than fair market value after deducting all trade discounts and similar items;

- f) give consideration to the use of Canadian materials and content, where such materials and content are competitive and available;
- g) assume full responsibility at all times for the Project and all matters arising therefrom, including cost overruns;
- and;
- h) In awarding a contract for goods or services, the Recipient undertakes to comply with all applicable legislation concerning the awarding of procurement, service and construction contracts.

## **5. CONDITIONS**

### **5.1. Pre-disbursement**

The Minister shall not disburse any amount of the Contribution until the Recipient has provided evidence, to the satisfaction of the Minister:

- a) That it has arranged for the balance of the funding required to enable the Project to proceed, as outlined in Schedule A - Statement of Work; and/or in the absence of confirmed funding, a letter to the Minister is required attesting that the Recipient will absorb any financial shortfalls and proceed with Project.
- b) That all permits, licenses, approval and authorizations required to complete the Project have been secured.
- c) That the Request for Proposal (RFP) has been completed.
- d) That Council Resolution approving the project be passed.

## **6. CLAIMS AND PAYMENTS**

### **6.1. Payment of Claims**

6.1.1 The Recipient shall submit claims in accordance with Schedule C – *Claims and Reporting Requirements*, certified by an authorized officer of the Recipient, for reimbursement of Eligible Supported Costs and the Minister shall pay the Contribution in respect of Eligible Supported Costs incurred in accordance with Schedule A – *Statement of Work* and all applicable terms and conditions of the Agreement.

6.1.2 Claims must be submitted using forms prescribed by the Minister in accordance with Schedule C – *Claims and Reporting Requirements*, unless otherwise approved in writing by the Minister.

## **6.2. Requests for Advance Payments**

6.2.1 Where the Minister is satisfied and has determined that the Recipient's cash flow requirements justify the need for an advance payment under this Agreement, and upon receipt of the Recipient's forecasted cash flow requirements using forms prescribed by the Minister in accordance with Schedule C – *Claims and Reporting Requirements* of this Agreement, the Minister may, at their discretion, pay to the Recipient an initial advance.

6.2.2 The Minister shall determine the relevant advance period prior to making any advance payment of a portion of the Contribution. The advance payment will not exceed the immediate cash requirements of the Recipient for that period and will take into account any holdback that may be applied.

6.2.3 Within thirty (30) days of the end of the advance period, or as requested by the Minister, the Recipient shall provide an accounting for advances received, both expended and unspent, through the submission of a report detailing the actual amounts of Eligible Supported Costs incurred during the advance period in accordance with Schedule C – *Claims and Reporting Requirements*.

## **6.3. Final Claim for Reimbursement of Eligible Supported Costs**

6.3.1 The Recipient shall submit, to the satisfaction of the Minister, the final claim for Eligible Supported Costs incurred, no later than ninety (90) days after the Project Completion Date. The Minister shall have no obligation to pay any claims submitted after that date.

6.3.2 For the final claim, the Recipient shall submit, to the satisfaction of the Minister:

- a) all documents set out in section 6.1 above; and
- b) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility Date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project, in accordance with Schedule C – *Claims and Reporting Requirements*. The Recipient must be able to demonstrate, at the request of the Minister, that all Eligible Supported Costs claims by the Recipient have effectively been paid by the Recipient by monetary payment.

## **6.4. Payment Procedure**

6.4.1 The Minister will review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, and will notify the Recipient of any deficiency in the documentation submitted. The Recipient shall immediately take action to address and rectify any deficiencies identified.

6.4.2 Subject to the maximum Contribution amount set forth in subsection 3.1(a) and all other terms and conditions of this Agreement, the Minister will pay to the Recipient the Eligible Supported Costs set forth in the Recipient's claim.

6.4.3 All requests for payment by the Recipient must be accompanied by any other information, explanations and/or supporting documentation related to the Project and/or in support of the claim as may be requested by the Minister, from time to time.

6.4.4 The Minister may require that any claim submitted for payment of any amount of the Contribution be certified by the Recipient's external auditors or by an auditor approved by the Minister, at the Recipient's expense.

6.4.5 Upon the request of the Recipient, the Minister may, at their discretion, make payments to the joint order of the Recipient and a supplier of goods and services.

## **6.5. Holdback**

Notwithstanding any other provision of this Agreement, the Minister may withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Results Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in section 6.3 of this Agreement.

## **6.6. Overpayment**

The Recipient shall repay the Minister any amount that constitutes an Overpayment within thirty (30) days of receiving written notification by the Minister. Until such Overpayment is repaid, it will constitute a debt due to His Majesty the King in Right of Canada. At the Minister's discretion, the Minister may offset any Overpayment from subsequent payments of the Contribution or from the amount withheld as a holdback. Interest on the Overpayment will be charged in accordance with the *Interest and Administrative Charges Regulations*.

## **6.7. Percentage of the total Eligible Supported Costs of the Project**

If the Minister makes individual payments that represent a higher percentage of the total Eligible Supported Costs than the percentage authorized for the total Contribution, the overall Contribution must in no case exceed the maximum authorized percentage of the total Eligible Supported Costs of the Project as provided in subsection 3.1 a.

## **6.8. Payable at Year End (PAYE) Set-Up**

On or before the end of each Fiscal Year, the Recipient shall provide the Minister with forms prescribed by the Minister in accordance with Schedule C – *Claims and Reporting Requirements* that must be completed and certified by the Recipient and must include a year-end estimate of the Contribution amount that will be requested for reimbursement of Eligible Supported Costs incurred or to be incurred up to March 31<sup>st</sup> of the current Fiscal Year so that funds for that Fiscal Year can be set-aside for the reimbursement of Eligible Supported Costs incurred for that year.

The Minister may require that such forms be accompanied by other information, explanation and/or documentation related to the Project, the year-end estimate of the Eligible Supported Costs, as it deems appropriate.

## **7. PROGRESS, PERFORMANCE AND FINANCIAL REPORTING**

### **7.1. Data Collection**

The Recipient shall ensure that appropriate data collection processes are in place to enable the capture and reporting of data necessary to complete the reports and/or forms in accordance with Schedule C – *Claims and Reporting Requirements*.

### **7.2. Progress Activity Reports**

The Recipient shall provide to the Minister a Progress Activity Report in accordance with Schedule C – *Claims and Reporting Requirements*, to the satisfaction of the Minister, no later than thirty (30) days following each claim period, such claim period shall be determined by the Minister.

### **7.3. Final Results Reports**

The Recipient shall provide the following reports, to the satisfaction of the Minister:

- a) a Final Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for all projects reporting results achieved between the Project Start Date and the Project Completion Date, no later than ninety (90) days after completing the Project; and
- b) a Two-Year Follow-up Results Report in accordance with Schedule C – *Claims and Reporting Requirements*, for projects that forecast additional outcomes beyond the Project Completion Date, no later than two-year after the Project Completion Date.

### **7.4. Financial Statements**

The Recipient shall provide the Minister with a copy of the Recipient's financial statements (audited if produced or if requested by the Minister) within one hundred and twenty (120) days of the Recipient's fiscal year end, or at any other time upon request by the Minister for the duration of the Term of the Agreement.

### **7.5. Supplementary Information**

The Minister may, at any time, request supplementary information relating to any aspect of the Project, including but not limited to, financial management, expenditures, funding and investments, and performance measurement.

## **8. COMPLIANCE WITH LEGISLATION, POLICIES AND REGULATIONS**

### **8.1. Compliance with Laws**

The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient and the Project, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees.

### **8.2. Environmental Assessments**

8.2.1 The Recipient shall comply with all federal environmental laws applicable to the Project, including the provisions of the Impact Assessment Act (IAA).

8.2.2 If, within the term of this Agreement, the Project becomes in whole or in part a “project” carried out on federal land or outside of Canada according to the IAA, the Parties agree that the Minister’s obligations under this Agreement will be suspended until:

- a) a determination indicating that the carrying out of the Project is not likely to cause significant adverse environmental effects by the Minister or another authority referred in the IAA;

or

- b) if the carrying out of the Project is likely to cause significant adverse environmental effects, a decision of the Governor in Council indicates that those effects are justified in the circumstances.

8.2.3 If, within the term of the Agreement, the Project becomes a “designated project” according to the IAA, the Parties agree that the Minister’s obligations under this Agreement will be suspended until:

- a) the Impact Assessment Agency of Canada makes a decision that no impact assessment of the Project is required and publishes that decision including posts on its Internet site;

or

- b) the decision statement with respect to the Project that is issued to the Recipient indicates that the adverse effects within federal jurisdiction or adverse direct or incidental effects are not likely to be significant or are justified in the public interest;

8.2.4 The Minister may evaluate the need to modify or terminate the Agreement if any Project or part of the Project may not be completed in accordance with IAA.

8.2.5 If the Minister decides to terminate the Agreement pursuant to subsection 8.2.4 of this Agreement, the Minister will provide a written notice of fifteen (15) days to the Recipient. Following such termination, no further Contribution will be disbursed under this Agreement, the Recipient may be required to repay any Contribution that has been made by the Minister and the Minister will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the termination.

## **9. DEFAULT AND REMEDIES**

### **9.1. Default**

The following constitutes events of default:

- a) the Recipient neglects or fails to pay to the Minister any amount due in accordance with this Agreement;
- b) the Project is not completed, to the satisfaction of the Minister, by the Project Completion Date or the Project is abandoned in whole or in part;
- c) the Recipient is, in the opinion of the Minister, insolvent or bankrupt, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- d) an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- e) the Recipient submits false or misleading information to the Minister;
- f) the Recipient has, in the opinion of the Minister, ceased to carry on business or has sold all or substantially all of its assets;
- g) the Recipient has not, in the opinion of the Minister, met or satisfied a term or condition of this Agreement;
- h) the Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with His Majesty the King in Right of Canada;
- i) the Recipient, during the term of the Agreement, has defaulted under the terms and conditions of any agreement or arrangement, with any financial institution or creditor with rights to the assets of the Recipient;
- j) the Recipient is no longer eligible under the “eligibility criteria” of the Program;
- k) the Recipient makes a false or misleading statement concerning support by the Minister in any internal and/or public communication; or
- l) the Project is carried out at locations, other than those mentioned in Schedule A – *Statement of Work*.

### **9.2. Remedies**

If an event of default has occurred or, in the opinion of the Minister is likely to occur, the Minister may exercise one or more of the following remedies, in addition to any other remedies available at law or equity:

- a) suspend any obligation by the Minister to make a payment under this Agreement, including any obligation to pay any amount owing prior to the date of such suspension;

- b) terminate this Agreement, including any obligation by the Minister to make any payment under this Agreement, including any amount owing prior to the date of such termination;
- c) require the Recipient to repay the Minister all or part of the Contribution paid by the Minister to the Recipient under this Agreement, together with interest from the day of demand at the Interest Rate.

### **9.3. Non-Waiver**

The fact that the Minister refrains from exercising a remedy it is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Minister in any way from later exercising any other right or remedy under the Agreement or other applicable law.

### **9.4. Policy Objective**

The Recipient acknowledges that, in the view of the policy objectives served by the Minister's agreement to make the Contribution, the fact that Contribution comes from public monies and that the amount of damages sustained by the Crown in an event of default is difficult to ascertain, it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies provided for in this Agreement and to do so in the manner provided for in this section, if an event of default occurs.

## **10. AUDIT AND EVALUATION**

### **10.1. Recipient Audit**

The Recipient agrees that the Minister may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without limitation, compliance with the financial provisions. The Recipient shall, at its own expense, preserve and make available for audit and examination by the Minister all books, accounts and records of the Project, the Recipient's administrative, financial and claim processes and procedures, and any other information necessary. The Minister shall have the right to conduct such audits as the Minister considers necessary using internal audit staff or auditors selected by the Minister.

### **10.2. Auditor General Rights**

The Recipient shall also make records and information available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the *Auditor General Act*.

The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

### **10.3. Audits and Evaluations Carried Out by the Recipient.**

The Recipient shall provide the Minister with a copy of the report of any audit, evaluation or review carried out by the Recipient, related to the Project or the use of the Contribution.

## **11. INFORMATION MANAGEMENT, RETENTION AND ACCESS**

### **11.1. Records Retention and Access**

The Recipient shall keep and maintain books of account and other records in which all receipts, disbursements, costs and activities in relation to the Project are recorded in a segregated fashion, and in a manner which shall demonstrate the application of the Contribution received from the Minister to reimburse Eligible Supported Costs. The Recipient shall establish and maintain sound financial and management practices that will ensure the Contribution is expended in accordance with the terms and conditions of this Agreement.

The Recipient shall provide the Minister promptly, at no charge and in the form requested, with any information associated with the Project or its financial situation and provide the Minister with access at any time to its books, records, ledgers and documents, wherever they are kept, so that the Minister can make checks as it deems necessary.

### **11.2. Access to Premises**

The Recipient shall provide the Minister reasonable access to the Recipient's premises and those of any third parties, and any premises where the Project is being carried out in order to review Project records and assess the progress of the Project and the Recipient's compliance with the terms and conditions of this Agreement.

### **11.3. Disclosure**

This Agreement and all information obtained by the Minister in the course of and pursuant to this Agreement and the Recipient's application, will be subject to and treated in accordance with the Access to Information Act and the Privacy Act, as applicable.

The Recipient acknowledges and agrees that the Minister will proactively publish information regarding this Agreement in accordance with the Access to Information Act, as amended from time to time.

Notwithstanding the foregoing, the Recipient waives any confidentiality rights to the extent such rights would impede His Majesty the King in Right of Canada from fulfilling its notification obligations to a world trade panel for the purposes of the conduct of a dispute, in which His Majesty the King in Right of Canada is a party or a third party intervener. The Minister is authorized to disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister, such disclosure is necessary to the defense of His Majesty the King in Right of Canada interests in the course of a trade remedy investigation conducted by a foreign investigative authority, and is protected from public dissemination by the foreign investigative authority.

#### **11.4. Information Sharing**

The Minister is authorized to undertake any consultation or verification, including without limitation with any person, suppliers, financial institutions, institutions, accounting firms, non-profit economic development organizations, funding agencies, credit agencies and/or any federal, provincial or municipal government departments/agencies, in order to obtain or provide any information and documentation, for among others, the auditing, assessment, analysis and evaluation of the Recipient, of the Recipient's performance of its contractual obligations, of the Project and of this Agreement, reporting purposes, and the administration of the Program. The Recipient agrees to have the contacted parties disclose any requested information and documentation to the Minister. The Minister is also authorized to disclose the information and documentation it has about the Recipient and the Project to the persons and entities mentioned above.

#### **11.5. Confidentiality**

The Recipient represents that any information which the Recipient has obtained in confidence from any third party, or any personal information contained in any records, information, audit and evaluation and other reports provided to the Minister under the terms of this Agreement, was obtained with the consent of the third party or individual consent.

### **12. PUBLIC COMMUNICATION**

#### **12.1. Public Dissemination**

The Minister has the right to release to the public, table before Parliament and publish by any means, any reports and other information the Minister has the right to receive or to produce in accordance with this Agreement (hereinafter referred to as "Information") as well as such excerpts or summaries of the Information as the Minister may, from time to time, decide.

#### **12.2. Public Recognition**

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from the Minister) including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

#### **12.3. Public Announcement**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Visibility guidelines and communication requirements section of the FedNor website:

<https://fednor.canada.ca/en/acknowledgement>, located under Resources and Tools.

### 13. OFFICIAL LANGUAGES

The Recipient may carry out the Project in the official language of the Recipient's choice.

### 14. REPRESENTATIONS, WARRANTIES AND ADDITIONAL COVENANTS

#### 14.1. Representations and Warranties

- a) The Recipient represents and warrants that no member of the House of Commons or Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that are not otherwise available to the general public.
- b) The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- c) The Recipient represents and warrants that it has not paid, nor agreed to pay nor will it pay or agree to pay to any person, either directly or indirectly, a commission, fee or other consideration that is contingent upon the execution of this Agreement, or upon the person arranging a meeting with a public office holder.
- d) The Recipient or any persons who are, have been or may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, are in compliance with the Lobbying Act.
- e) The Recipient represents and warrants that it is duly constituted and in good standing under all applicable laws.
- f) The Recipient represents and warrants that it has the requisite power and authority, and has met all legal requirements, necessary to carry on its activities, to hold property, and to enter into, deliver and perform this Agreement.
- g) The Recipient represents and warrants that the entering into, delivery and performance of this Agreement, and its execution by the signatory, have been duly and validly authorized and when executed and delivered, this Agreement will constitute a legal, valid, and binding obligation of the Recipient enforceable in accordance with its terms.
- h) The Recipient represents and warrants that the execution and delivery of this Agreement, and the performance by the Recipient of its obligations hereunder will not:
  - i) violate any provisions of the Recipient's by-laws, any other governance document subscribed to by the Recipient, or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government Minister, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any contract, agreement or any other instrument by which it is bound.

- i) The Recipient represents and warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement. The Recipient shall advise the Minister forthwith of any such occurrence during the term of the Agreement.
- j) The Recipient represents and warrants that it has acquired property and general liability insurance that is consistent with the level of risk exposure associated with the Project.
- k) The Recipient represents and warrants that it will ensure the benefits of the Project are accrued in Northern Ontario. The Northern Ontario region is identified on the FedNor website: [www.fednor.gc.ca](http://www.fednor.gc.ca).
- l) The Recipient hereby certifies that all information, representations, consents, authorizations and certifications that form part of or were provided in support of the Recipient's application for assistance for this Project, including, without limitation, all schedules, project plans and attached documents, are, as of the date of execution of the Agreement, true and correct in all material respects and remain valid and binding on the Recipient. The Recipient undertakes to advise the Minister of any changes during the Term of this Agreement that materially affect any such information, representations, consents, authorization and certifications.

#### **14.2. Additional Covenants**

In addition to its other covenants and obligations in this Agreement, the Recipient covenants and agrees to:

- a) take all necessary action to maintain itself in good standing with respect to all legal requirements necessary to hold property, and to carry out the Project and perform all obligations under this Agreement, and to preserve its legal capacity, during the term of this Agreement;
- b) promptly inform the Minister forthwith of any fact or event that would or might compromise the Project or prevent compliance with this Agreement, including but not limited to, any actions, litigation, proceeding, complaints; and
- c) maintain and comply with all licenses, permits and registrations required or appropriate to conduct the Project;

#### **14.3. Material Change**

No material changes will be made to the estimated total scope, the nature or any element of the Project or to any element of the Recipient's operation without the prior written consent of the Minister. A material change includes, but is not limited to, change in the ownership or control of the Recipient or the assets, management, financing, location of the Project or facilities, size of the facilities, timing, expected results, or Government Financial Assistance. When consent is requested from the Minister in regard to any material change the Recipient shall provide, in a timely manner, all documentation and information as may be required by the Minister, at their discretion.

## **15. INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **15.1. Indemnification**

The Recipient shall at all times indemnify and save harmless, His Majesty the King in Right of Canada, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
- c) the design, construction, operation, maintenance and repair of any part of the Project; or,
- d) any omission or other willful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents.

### **15.2. Liability**

Without limiting the generality of the foregoing, His Majesty the King in Right of Canada shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient, regardless of however arising, whether in contract, tort, fiduciary duty, statute or otherwise.

His Majesty the King in Right of Canada, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

## **16. INTELLECTUAL PROPERTY**

### **16.1. Intellectual Property**

The Recipient shall have all rights required to carry out the Project, as described in Schedule A, for the duration of this Agreement. The Recipient also undertakes to protect all the intellectual property that it possesses or will acquire during this Agreement. Finally, the Recipient undertakes not to sell, assign, transfer or otherwise dispose of intellectual property without the prior written consent of the Minister.

## **17. TERMINATION**

The Minister may terminate this Agreement at any time without cause, by providing the Recipient with reasonable written notice specifying the effective date of termination. Upon receipt of the termination notice, the Recipient agrees to promptly take all reasonable and necessary steps to minimize and mitigate the accumulation of Eligible Supported Costs during the notice period.

Subject to the maximum amount of the Contribution and the terms, conditions, and limitations of this Agreement, the Minister will reimburse the Recipient for Eligible Supported Costs reasonably incurred by the Recipient up to the effective date of termination, including any reasonable costs directly attributable to the termination of the Agreement.

The Recipient agrees that it will not be entitled to any compensation, indemnity, loss of profit, or any other form of damages in relation to the termination of the Agreement or the related notice given by the Minister in accordance with this section 17.

## **18. GENERAL PROVISIONS**

### **18.1. Assignment**

The Recipient shall not assign this Agreement or any part thereof, without the prior written consent of the Minister. Any attempt by the Recipient to transfer or assign any part of this Agreement, or the rights, duties or obligations of this Agreement, without the Minister's express written consent is void.

### **18.2. Dispute Resolution**

If a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. Pending resolution, all payments and other obligations related to the issue in dispute will be suspended.

### **18.3. Disposition of Assets**

Without limiting the generality of the section 14.3 on Material Changes, the Recipient shall retain title and control to, and ownership of any assets, necessary for the Project and the Recipient's normal activities and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, unless:

- a) the Recipient has obtained the prior written consent of the Minister, on such conditions as the Minister may determine; or
- b) the asset was acquired at a cost less than \$1,000; or
- c) the asset is worn or outdated and is sold, transferred or disposed of in order to be replaced and the proceeds of sale of the asset are used for the acquisition of the replacement.

#### **18.4. Debt due to His Majesty the King in Right of Canada**

Any amount owed to the Minister under this Agreement will constitute a debt due to His Majesty the King in Right of Canada and will be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt within thirty (30) days of receiving written notification by the Minister.

Debts due to His Majesty the King in Right of Canada will accrue interest in accordance with the *Interest and Administrative Charges Regulations*.

When any payment is received or a prepayment of a repayment installment, an Overpayment, a disposal of asset or an event of default, the Minister shall apply that payment first to reduce any accrued interest and/or administrative charges owing and then, if any part of the payment remains, to reduce the outstanding principal balance in reverse order of maturity.

#### **18.5. Set-Off**

Without limiting the scope of set-off rights available to the Crown at common law, under the *Financial Administration Act* or otherwise, the Minister may:

- a) set-off against any portion of the Contribution that is payable to the Recipient pursuant to the Agreement, any amount that the Recipient owes to His Majesty the King in Right of Canada under legislation or any other agreement of any kind; and
- b) set-off against any amounts that are owed to the Minister by the Recipient, any amount that is payable by His Majesty the King in Right of Canada under legislation or any other agreements of any kind to the Recipient.

#### **18.6. Binding Effect**

This Agreement is binding upon the Parties, their successors and permitted assignees.

#### **18.7. Amendment**

No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

#### **18.8. Relationship with the Minister**

No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between the Minister and the Recipient, or between the Minister and any third party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister and that the Recipient shall not represent itself as an agent, employee, partner, crown agent or representative of the Minister or of His Majesty the King in Right of Canada.

### **18.9. Severability**

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

### **18.10. Tax**

The Recipient acknowledges that financial assistance from government programs may have tax implications and that advice should be obtained from a qualified tax professional.

### **18.11. Notice**

Any notice, information or document provided under this Agreement should be delivered electronically through the FedNor Portal (<https://fednor.canada.ca/en/apply-now>) or email. Alternatively notice may also be delivered or sent by any pre-paid method, including regular or registered mail, and courier. Notice will be considered as received: the same day it is submitted on the FedNor Portal or email; one (1) Business Day after delivery by the courier and registered mail; or five (5) Business Days after mailing provided that no message indicating that the notice was undeliverable is received.

Any notice to the Minister should be directly through the FedNor Portal, by email, or sent to the following:

The Federal Economic Development Agency for Northern Ontario (FedNor)  
Attn: Candice Flannigan  
19 Lisgar Street, Suite 307  
Sudbury, Ontario  
P3E 3L4  
  
Candice.Flannigan@FedNor.gc.ca

Any notice to the Recipient will be delivered through the FedNor Portal, by email or sent to the following:

Corporation of the Town of Latchford  
  
Attn: Malorie Robinson  
10 Main Street, Highway 11  
LATCHFORD, ON  
P0J 1N0  
  
mrobinson@latchford.ca

#### **18.12. Applicable Laws**

This Agreement will be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario and the Parties hereto acknowledge the jurisdiction of Courts of Ontario.

#### **18.13. Joint and Several Obligations**

Where this Agreement has been executed by more than one Recipient, the liability of each Recipient is joint and several, and every reference in this Agreement to the "Recipient" or "it" or "its" in the context of referring to the Recipient shall be construed as meaning each person named as a Recipient, as well as all of them. Without limiting the generality of the foregoing, all covenants, representations and warranties of the Recipient in this Agreement shall be construed as having been made by each Recipient and by all of them considered as a single person.

#### **18.14. Counterparts**

This Agreement may be signed in counterparts, each of which when executed and delivered shall constitute one and the same document; these counterparts taken together shall constitute one and the same Agreement. The executed Agreement shall be delivered electronically through the FedNor Portal or by email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. However, the Recipient must provide the Minister with the original as soon as the Minister requests it in accordance with section 19 of this Agreement.

## 19. ACCEPTANCE AND SIGNATURES

The Agreement has been drafted in one original copy and shall come into force upon receipt by the Minister of a copy signed and delivered electronically through the FedNor Portal or email by the Recipient within sixty (60) days of the date on which the Agreement was sent, failing which it shall become null and void. The Recipient shall execute the Agreement by wet signature and shall scan the Agreement to deliver it electronically on the FedNor Portal or email. The signatures on the said copy delivered will bind the Parties as if a copy with original signatures had been delivered. The Recipient must retain the wet-signed copy of the Agreement for the entirety of its term, and must provide it to the Minister upon its request.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement by their duly authorized representative:

**THE MINISTER OF EMPLOYMENT AND SOCIAL DEVELOPMENT, REFERRED TO AS  
MINISTER OF JOBS AND FAMILIES AND MINISTER RESPONSIBLE FOR THE  
FEDERAL ECONOMIC DEVELOPMENT AGENCY FOR NORTHERN ONTARIO**

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

### **CORPORATION OF THE TOWN OF LATCHFORD**

Date: \_\_\_\_\_, 20\_\_\_\_  
(Insert date of signature)

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(please print)

Title/Position: \_\_\_\_\_  
(please print)

Date: \_\_\_\_\_, 20\_\_\_\_  
(Insert date of signature)

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(please print)

Title/Position: \_\_\_\_\_  
(please print)

**SCHEDULE A**  
**STATEMENT OF WORK**  
**Corporation of the Town of Latchford**

**PROJECT DESCRIPTION**

The completion of a comprehensive municipal Waterfront Strategic Plan.

**PROJECT LOCATION**

LATCHFORD, ON

**PROJECT DATES**

The Recipient shall start the Project by the Project Start Date.

The Recipient shall have completed the project, to the satisfaction of the Minister, by the Project Completion Date.

**WORKPLAN ACTIVITIES, TIMELINES AND MILESTONES**

The Waterfront Strategic Plan will be completed over an 8–10-month period, allowing time for procurement, seasonal engagement, and thorough analysis.

**Phase 1: Project Initiation & Procurement (Months 1–2)**

The Town will issue a Request for Proposals (RFP), evaluate submissions, and retain a qualified consultant in accordance with municipal procurement policies. A project kick-off meeting will confirm scope, timelines, and deliverables.

Milestone: Consultant retained and project launched.

**Phase 2: Background Review & Data Collection (Months 2–3)**

The consultant will review existing plans, policies, and available data, and complete a site analysis of the waterfront. Key constraints and opportunities, including infrastructure and environmental considerations, will be identified.

Milestone: Baseline conditions summary completed.

**Phase 3: Community & Stakeholder Engagement (Months 3–5)**

Public engagement will include community meetings, surveys, and stakeholder discussions with residents, businesses, and regional partners.

Milestone: Engagement summary and key themes identified.

**Phase 4: Visioning & Concept Development (Months 5–7)**

A draft vision, guiding principles, and development concepts will be prepared, including preliminary land use options and design ideas.

Milestone: Draft Strategic Plan completed.

**Phase 5: Review & Refinement (Months 7–8)**

The draft plan will be presented to the public and Council for feedback. Revisions will be made based on input received.

Milestone: Final draft prepared.

Phase 6: Finalization & Adoption (Months 8–10)

The final plan, including an implementation strategy and potential funding opportunities, will be presented to Council for approval.

Milestone: Plan adopted by Council.

No permits are required for the planning phase; however, regulatory considerations will be identified for future projects.

## PERFORMANCE MEASURES AND TRACKING PLAN

The Waterfront Strategic Plan will position the Town of Latchford for long-term economic growth by identifying opportunities to enhance tourism, attract investment, and support local businesses. By creating a clear vision and development roadmap, the plan will improve the municipality's ability to secure external funding and private sector interest.

Improved waterfront amenities and infrastructure will increase visitation to Bay Lake, supporting local retailers, accommodations, and service providers. The plan will also identify opportunities for new business development, events, and recreational activities that generate revenue and employment.

In addition, a well-developed waterfront typically contributes to increased property values and assessment growth, strengthening the municipal tax base over time. Overall, the project will serve as a catalyst for sustainable economic development and community prosperity.

## PROJECT BUDGET

| <u>Project Costs</u> |                 | <u>Financing</u>  |                 |
|----------------------|-----------------|-------------------|-----------------|
| Eligible Costs       |                 | Minister          | \$81,000        |
| Supported            | \$90,000        | Other Federal     |                 |
| Not Supported        | \$0             | Other Federal tax |                 |
| Ineligible Costs     | \$0             | Provincial        |                 |
|                      |                 | Provincial tax    |                 |
|                      |                 | Municipal         |                 |
|                      |                 | Recipient         | \$9,000         |
|                      |                 | Other             |                 |
| <b>Total</b>         | <b>\$90,000</b> |                   | <b>\$90,000</b> |

| <u>Cost Items</u> | <u>Details</u>                                                                                               | <u>Minister's<br/>Rate of<br/>Assistance<br/>(%)</u> | <u>Eligible<br/>Supported<br/>Costs</u> | <u>Eligible Not-<br/>Supported<br/>Costs</u> | <u>Ineligible<br/>Costs</u> | <u>Total Costs</u> |
|-------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|----------------------------------------------|-----------------------------|--------------------|
| Strategic plan    | Waterfront<br>Development Plan -<br>Professional<br>Consulting Fees,<br>Design and<br>Concept<br>Development | 90.00                                                | \$90,000                                |                                              |                             | \$90,000           |
| <b>Total</b>      |                                                                                                              |                                                      | <b>\$90,000</b>                         | <b>\$0</b>                                   | <b>\$0</b>                  | <b>\$90,000</b>    |

| <u>Financing Source(s)</u> | <u>Financing Details</u> | <u>Total Financing</u> |
|----------------------------|--------------------------|------------------------|
| Recipient                  | Recipient contribution   | \$9,000                |

## **SCHEDULE B**

### **COSTING MEMORANDUM**

#### **1. GENERAL PRINCIPLE**

The Eligible Costs shall be the direct costs which, in the opinion of the Minister, are reasonably and properly incurred or allocated, to the performance of the Project, less any applicable credits as defined below. The Recipient's cost accounting system should establish an audit trail that supports all Eligible Costs claims, as described below.

#### **2. ELIGIBLE COSTS**

Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister:

- a) directly related to the Project;
- b) reasonable;
- c) appear in "Schedule A - *Statement of Work*"; and
- d) incurred in respect of activities which are Incremental to the usual activities of the Recipient.

#### **3. INELIGIBLE COSTS**

For greater certainty, any costs that do not qualify as Eligible Costs in accordance with section 2 of this Schedule, shall be ineligible.

By way of example, Ineligible Costs include, but are not limited to, the following:

- a) The purchase of any assets for more than the fair market value of the said asset;
- b) refinancing;
- c) costs of intangible assets such as goodwill, whether capitalized or expensed;
- d) depreciation or amortization expenses;
- e) interest on invested capital, bonds, debentures, or mortgages;
- f) losses on investments, bad debts and any other debts;
- g) fines or penalties;
- h) costs related to litigation;
- i) fees for administrators, including payments to any member or officer of the Recipient's Board of Directors;
- j) opportunity costs;
- k) hospitality and entertainment costs;
- l) dues and other membership costs (e.g. professional designations);
- m) Land acquisition; and
- n) lobbyist fees.

#### **4. VARIANCE OF COSTS**

Variance of any Eligible Supported Costs listed in Schedule A –*Statement of Work* in excess of 15% requires the prior written approval of the Minister.

#### **5. GOODS AND SERVICES TAX OR HARMONIZED SALES TAX**

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax which is not refundable by Canada Revenue Agency as an Input Tax Credit or as a Rebate can be claimed as an Eligible Cost. Only that portion of the Provincial Sales Tax which is also not refundable by the respective provincial tax authority can be claimed as Eligible Cost.

#### **6. REASONABLE COSTS**

An Eligible Supported Cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.

In determining the reasonableness of particular cost, consideration will be given to:

- a) whether the cost is considered normal and necessary for the conduct of the Recipient's business or performance of the Project;
- b) the restraints and requirements of such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations and Agreement terms;
- c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
- d) significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs; and
- e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

An Eligible Supported Cost claimed must reflect the actual cost incurred by the Recipient and not include any allocation for profit (i.e. mark-up).

#### **7. CALCULATION OF DIRECT LABOUR COSTS**

The Recipient may claim only the time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed.

The payroll rate is the actual gross pay rate for each employee (normal remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits, such as the employer's portion of the Ontario Workplace Safety and Insurance Board (WSIB), statutory benefits (e.g., Canada Pension Plan (CPP), Employment Insurance (EI) and vacation) and discretionary benefits (i.e., dental, extended health, disability and life insurance, pension plans, holiday and paid leave) may not normally exceed 20% of direct labour costs.

## **8. CONTRACTOR/CONSULTANTS**

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient.

The contractor or consultant shall not acquire any rights to the product or process developed as a result of services provided.

## **9. DIRECT MATERIALS**

Eligible Costs includes the net price of any purchase, directly related to the Project, after deducting all trade discounts.

## **10. CREDITS**

The applicable portion of any income from interest, rebate, allowance, or any other credit relating to any applicable Eligible Costs, received by or accruing to the Recipient, will be credited to the Project and the Eligible Costs to be reimbursed under this Agreement.

## **11. SPECIAL PURPOSE EQUIPMENTS**

Eligible Costs can include equipment that is acquired or constructed exclusively for use in the Project that is not normal to operations, and specifically identified in this Schedule A – *Statement of Work*. Eligible Costs will be net of trade discounts; where the equipment is leased, costs net of interest and carrying costs are eligible.

## **12. RELATED PARTIES**

Costs of goods or services (including labour) acquired from related parties to the Recipient, must be valued at the cost incurred by the related party and shall not include any mark up for profit and shall not exceed fair market value. The Minister might not consider the eligibility of any of these costs unless access is provided to the relevant records of the related party.

## **13. TRAVEL**

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Eligible travel expenses shall include reasonable costs incurred at economy rates.

Where a personal automobile is to be used, kilometer (mileage) rate will be based on current National Joint Council Travel Rates and Allowances (<http://www.njc-cnm.gc.ca/s3/en>).

Actual costs at the destination will be allowed for food, accommodation and surface transportation (taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Entertainment costs, including alcohol as per the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca/directive/d10/en>), are not eligible.

For auditing and records keeping purposes, all receipts are to be kept for all Project activities.

## **SCHEDULE C**

### **CLAIMS AND REPORTING REQUIREMENTS**

#### **1. CLAIMS**

The Recipient shall submit the following claims forms and/or report(s) in accordance with sections 6 and 7 of the Agreement:

##### **1.1. Prior to the Initial Claim**

The Recipient shall provide the following completed form before submitting the initial claim in accordance with this Agreement:

- a) Request for Payment by Electronic Deposit Interchange (EDI).

##### **1.2. Authorized Official**

The Recipient shall provide the following completed form when submitting the initial claim pursuant to this Agreement or when there is a change in the authorized officer:

- a) Recipient Claim Certificate.

##### **1.3. Each Claim**

The Recipient shall provide the following completed forms, or any other forms as prescribed by the Minister, when submitting claims pursuant to sections 6.1.2 and 7.1 of this Agreement:

- a) Claim Summary and/or Advance Claim Form;
- b) Cost Forecast;
- c) Detailed Transaction List;
- d) Progress Activity Report;
- e) Detailed Direct Labour Costs<sup>1</sup>;
- f) Travel Costs<sup>2</sup>;
- g) Hospitality Costs<sup>3</sup>; and
- h) Capital Equipment Acquisition<sup>4</sup>.

##### **1.4. Advance Payment**

The Recipient shall provide the following completed forms when requesting an advance payment pursuant to section 6.2 of the Agreement:

- a) Claim Summary and/or Advance Claim Form, when requesting an advance payment; and

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<sup>1</sup> Only applicable for projects with eligible supported labour costs.

<sup>2</sup> Only applicable for projects with travel costs.

<sup>3</sup> Only applicable for project with hospitality costs.

<sup>4</sup> Only applicable for projects with eligible supported capital equipment costs

- b) Cost Forecast.

### **1.5. Final Claim**

In addition to the documents listed under section 1.3 above, the Recipient shall provide the following completed forms, or any other forms as prescribed by the Minister, with this final claim pursuant to sections 6.3 and 7.2 of this Agreement:

- a) a certification, by an authorized officer of the Recipient, that all the claims deal solely with Eligible Supported Costs incurred and invoiced between the Eligibility date and the Project Completion Date, which the Recipient has paid, and that the Recipient has completed the Project;
- b) Final Statement of Total Project Costs & Funding (Actual); and
- c) Final Results Report.

### **1.6. Payable at Year End (PAYE) Set-Up**

The Recipient shall provide the following completed form on or before the end of each Fiscal Year pursuant to section 6.8 of the Agreement:

- a) Claim Summary and/or Advance Claim Form; and
- b) Detailed Transaction List.

### **1.7. Two-Year Follow-up Results Report**

The Recipient shall provide the following report no later than forty-five (45) days following receipt of the report template pursuant to section 7.3 b):

- a) Final Results/Two year Follow-up Results Report.

Additional reporting requirements may be required by the Minister and will be provided to the Recipient, if necessary.

For copies of the forms/reports visit the FedNor website: <https://fednor.canada.ca/en/resources-and-tools/forms-and-templates> to view or download.



## Town of Latchford

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### THE CORPORATION OF THE TOWN OF LATCHFORD

#### BY-LAW No.: 2026-036

Being a By-Law to Confirm the proceedings of the Council of the Corporation of the Town of Latchford.

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**Whereas** Subsection 3 of Section 5 of the Municipal Act provides that municipal powers, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

**And Whereas** it is deemed expedient and desirable that the proceedings of the Council of the Corporation of the Town of Latchford at this meeting be confirmed and adopted by by-law;

**Now therefore**, the Council of the Corporation of the Town of Latchford hereby enacts as follows:

1. **That**, the action of the Council of the Town of Latchford at its meeting held on the 8<sup>th</sup> day of September 2026, in respect to each by-law and resolution and other action passed and taken or direction given by Council at its meeting, is, except where the prior approval of the Ontario Municipal Board is required, hereby adopted, ratified and confirmed as if all such proceedings were expressly embodied in this By-law.
2. **And Further**, the Mayor or in their absence, the Acting Head of Council and the proper officers of the Town of Latchford are hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf, and to affix the Corporate Seal of the Town of Latchford to all such documents.
3. **And Finally**, the Clerk for the Corporation of the Town of Latchford is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law, after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law or its associated schedule.

**Read a first, second and third time and finally passed on the 8<sup>th</sup> day of September, 2026.**

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Sharon Gadoury-East, Mayor

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Malorie Robinson, Clerk