



# AGENDA

## Regular Council Meeting

6:00 PM - Monday, July 6, 2026  
Council Chambers

Page

1. CALL MEETING TO ORDER / ROLL CALL
2. LAND ACKNOWLEDGEMENT
  - 2.1 Mayor acknowledges the traditional land and home of the Cree, Ojibwe and Oji-Cree

***"Before continuing with the council meeting, the Town of Smooth Rock Falls believes it is important to recognize the land that our community benefits for our livelihood. The Moose River watershed, the water that flows from our region to the James Bay, is the traditional land and home of the Cree, Ojibwe and Oji-Cree.***

***It is the responsibility of the community of Smooth Rock Falls to recognize Treaty 9 and to remain accountable to the land and our relationship with the Indigenous peoples that have lived and continue to live here. We recognize the need to build reciprocal relationship with the Indigenous peoples in order to continue our shared history and create a better future for the generations to come."***
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4. APPROVAL OF AGENDA
  - 4.1 Approval of Agenda
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15. COUNCIL QUESTION PERIOD
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17. CLOSED SESSION
  - 17.1 Move into Closed Session under the authority of Section 239(2)(b) and (d) of the Municipal Act, 2001 to discuss personal matters about an identifiable individual, including a municipal or local board employee and to discuss labour relations or employee negotiations.
18. MEETING RECONVENE
  - 18.1 Meeting Reconvene and Report from Closed
19. ADJOURNMENT
  - 19.1 Adjournment





# MINUTES

## Regular Council Meeting

6:00 PM - Monday, June 15, 2026  
Council Chambers

The Regular Council Meeting of the Town of Smooth Rock Falls was called to order on Monday, June 15, 2026, at 6:00 PM, in Council Chambers, with the following members present:

**PRESENT:** Mayor Patrick Roberts  
Councillor Daniel Alie  
Councillor Denise Pelletier  
Councillor Leslie Gagnon  
Councillor Jean Couture (as of 6:58 pm)

**EXCUSED:**

**STAFF:** Municipal Clerk, Nathalie Vachon  
CAO-Treasurer, Yvan Marchand  
Economic Development Officer, Shannon Piper  
Public Works Coordinator, Linda Ajdinovic (virtual participation)

**PUBLIC** In-Person - 2  
**ATTENDANCE:** Virtual - 0

### 1. CALL MEETING TO ORDER / ROLL CALL

### 2. LAND ACKNOWLEDGEMENT

- 2.1. Mayor acknowledges the traditional land and home of the Cree, Ojibwe and Oji-Cree

**"Before continuing with the council meeting, the Town of Smooth Rock Falls believes it is important to recognize the land that our community benefits for our livelihood. The Moose River watershed, the water that flows from our region to the James Bay, is the traditional land and home of the Cree, Ojibwe and Oji-Cree.**

**It is the responsibility of the community of Smooth Rock Falls to recognize Treaty 9 and to remain accountable to the land and our relationship with the Indigenous peoples that have lived and continue to live here. We recognize the need to build reciprocal relationship with the Indigenous peoples in order to continue our shared history and create a better future for the generations to come."**

**3. DECLARATION OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**

**4. APPROVAL OF AGENDA**

4.1. Approval of Agenda

**Resolution No. 2026-214**

**Moved by:** Daniel Alie

**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** the agenda for the Regular Council Meeting held June 15, 2026 be adopted as amended:

1. Addition of Item 12.4 - By-Law No. 2026-50 MOU with Global Medic
2. Addition of Item 12.5 - By-Law No. 2026-51 Transfer of Catherine Street Lots

**CARRIED**

**5. ADOPTION OF MINUTES**

5.1. Adoption of Minutes

**Resolution No. 2026-215**

**Moved by:** Daniel Alie

**Seconded by:** Leslie Gagnon

**BE IT RESOLVED THAT** the Minutes of the Regular Council Meeting held June 1, 2026, be adopted as presented.

**CARRIED**

**6. PETITIONS, DELEGATIONS AND PRESENTATIONS**

**7. BUSINESS ARISING FROM MINUTES**

7.1. Council Remuneration - Annual Increase

**Resolution No. 2026-216**

**Moved by:** Denise Pelletier

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council of the Town of Smooth Rock Falls approve a remuneration increase of 2% for the Mayor and Members of Council, effective June 1, 2026, in accordance with Salary Increase Policy POL-H09-01.

**CARRIED**

**8. MAYOR'S REPORT**

**9. REPORTS FROM COMMITTEES AND MUNICIPAL OFFICERS**

**9.1. May 2026 Monthly Administrative Highlights and Community Suggestions**

**Resolution No. 2026-217**

**Moved by:** Leslie Gagnon

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Administrative Highlights and Community Suggestions Report for May 2026, be accepted.

**CARRIED**

**9.2. Water and Wastewater Systems Operations Report – January to March 2026**

**Resolution No. 2026-218**

**Moved by:** Leslie Gagnon

**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** Council receive the Water and Wastewater Systems Operations Report for January to March 2026 for information.

**CARRIED**

**10. CORRESPONDENCE**

**11. RESOLUTIONS**

**12. BY-LAWS**

**12.1. By-Law No. 2026-47 - Guarantee of Indebtedness - Smooth Rock Falls Attainable Housing Corporation**

**Resolution No. 2026-219**

**Moved by:** Daniel Alie

**Seconded by:** Leslie Gagnon

**BE IT RESOLVED THAT** By-Law No. 2026-47, being a by-law to authorize the guarantee of indebtedness of Smooth Rock Falls Attainable Housing Corporation and the execution of related documents be read a first, second and third time and finally passed this 15th day of June 2026.

**CARRIED**

**12.2. By-Law No. 2026-48 - License Agreement with Arctic Riders**

**Resolution No. 2026-220**

**Moved by:** Leslie Gagnon

Page 3 of 9

**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** By-Law No. 2026-48, being a by-law to authorize the signature of a License Agreement between the Corporation of the Town of Smooth Rock Falls and the Arctic Riders Snowmobile Club, be read a first, second and third time and finally passed this 15th day of June, 2026.

**CARRIED**

**12.3.** By-Law No. 2026-49 - Confirmatory

**Resolution No. 2026-221**

**Moved by:** Denise Pelletier

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** By-Law No. 2026-49, being a by-law to confirm the proceedings of Council for its meeting held June 15, 2026, be read a first, second and third time and finally passed this 15th day of June, 2026.

**CARRIED**

**12.4.** By-Law No. 2026-50 MOU with GlobalMedic

**Resolution No. 2026-222**

**Moved by:** Daniel Alie

**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** By-Law No. 2026-50, being a by-law to authorize the execution of a memorandum of understanding between the David McAntony Gibson Foundation (GlobalMedic) and the Town of Smooth Rock Falls Fire Department for the donation of a fire skid unit, be read a first, second and third time and finally passed this 15th day of June, 2026.

**CARRIED**

**12.5.** By-Law No. 2026-51 Transfer of Catherine Street Lots

**Resolution No. 2026-223**

**Moved by:** Daniel Alie

**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** By-Law No. 2026-51, being a by-law to authorize the transfer of certain municipal lands to the Smooth Rock Falls Attainable Housing Corporation, be read a first, second and third time and finally passed this 15th day of June, 2026.

**CARRIED**

**13. OTHER BUSINESS**

**13.1.** Hydro One Community Partnership Grant Application – Emergency Operations Control Centre Backup Generator

**Resolution No. 2026-224**

**Moved by:** Leslie Gagnon  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council receive the report titled "Hydro One Community Partnership Grant Application – Emergency Operations Control CentreBackup Generator" for information;

**AND FURTHER THAT** Council authorize Administration to submit an application to the Hydro One Community Partnership Grant Program for funding in the amount of \$17,493.46 for the purchase and installation of a backup generator for the Emergency Operations Control Centre at the SRF Fire Department;

**AND FURTHER THAT** Council support the project and authorize Administration to execute any documents required to facilitate the grant application and, if successful, the implementation of the project.

**CARRIED**

**13.2. Municipal Accommodation Tax (MAT) Funding Applications**

**Resolution No. 2026-225**

**Moved by:** Daniel Alie  
**Seconded by:** Denise Pelletier

**BE IT RESOLVED THAT** Council receive the report titled Municipal Accommodation Tax (MAT) Funding Applications for information;

**AND THAT** Council approve the distribution of the available Municipal Accommodation Tax (MAT) funding balance of \$7,844.20 equally among the four eligible applicants;

**AND FURTHER THAT** the Smooth Rock Falls Arctic Riders, Smooth Rock Falls Golf Club, Smooth Rock Falls Minor Hockey Association, and Northern Spirits Adventure each receive MAT funding in the amount of \$1,961.05 to support tourism-related initiatives within the community.

**DEFERRED TO JULY 6, 2026**

**13.3. 312 Main Street – Compliance with Agreement of Purchase and Sale**

**Resolution No. 2026-226**

**Moved by:** Leslie Gagnon  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council receive the report titled "312 Main Street – Compliance with Agreement of Purchase and Sale";

**AND THAT** Council acknowledge that the development timelines established within the Agreement of Purchase and Sale for 312 Main Street have expired and that the required development obligations have not been fulfilled;

**AND THAT** Council support the owner's request to pursue a Deeming By-law to merge 312 Main Street with the adjacent property municipally known as 308 Main Street,  
subject to the submission of a complete application and all required planning approvals;

**AND FURTHER THAT** Administration be directed to process the Deeming By-law application in accordance with the Planning Act and the Town's applicable policies and procedures;

**AND FURTHER THAT,** should the Deeming By-law application not proceed or be approved, Administration report back to Council with options regarding enforcement of the Agreement of Purchase and Sale.

**DEFERRED TO AUGUST 4, 2026**

**13.4.** Declaration of Vacancy and Appointment Process

**Resolution No. 2026-227**

**Moved by:** Daniel Alie

**Seconded by:** Leslie Gagnon

**BE IT RESOLVED THAT** Council declare the office of Councillor vacant pursuant to Section 262 of the Municipal Act, 2001 as a result of the resignation of Councillor Angèle Rochon;

**AND FURTHER THAT** Council hereby appoints Jean Couture, having received the highest number of votes among the unelected candidates for the office of Councillor in the 2022 Municipal Election, to fill the vacancy on the Council of the Town of Smooth Rock Falls for the remainder of the 2022-2026 term of Council;

**AND FURTHER THAT** Mr. Couture shall take the Declaration of Office prior to assuming the duties of a member of Council.

**CARRIED**

*Following the appointment of Jean Couture to fill the vacancy on Council, Mr. Couture took the Declaration of Office prescribed under the Municipal Act, 2001. Upon taking the Oath of Office, Councillor Jean Couture assumed his seat at the Council table at 6:58 p.m. and participated in the remainder of the meeting.*

**13.5.** Sixth Street Watermain and Sanitary Sewer Rehabilitation Project – Tender Results and Recommendation

**Resolution No. 2026-228**

**Moved by:** Leslie Gagnon

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council receive the Staff Report regarding the Sixth Street Watermain and Sanitary Sewer Rehabilitation Project;

**AND FURTHER THAT** Council authorize Administration to proceed with the project based on the revised submission received from C. Villeneuve Construction Co. Ltd.;

**AND FURTHER THAT** Council authorize the necessary budget amendment and financing strategy to address the resulting project shortfall.

**CARRIED**

#### **14. ANNOUNCEMENTS**

#### **15. COUNCIL QUESTION PERIOD**

Q – Is there any movement or development on the gas station project?

A – *Yes. The owner is currently awaiting an agreement from the Ministry of Transportation (MTO). Overall, the project continues to progress well and developments are moving forward positively.*

Q – Is there any progress on the file related to the residence that was destroyed by fire last year?

A – *Yes. A building permit has recently been issued, and the property owner is now able to proceed with reconstruction of the residence.*

#### **16. PUBLIC QUESTION PERIOD**

Q – Will the water valves that have risen above ground as a result of frost be lowered?

A – *Yes. Frost conditions can cause water valve to heave and protrude above ground level during the winter months. The Public Works Department lowers these valves back to grade each year as part of its seasonal maintenance program. This work is currently included on this week's list of priorities.*

#### **16. CLOSED SESSION**

**16.1.** Move into Closed Session under the authority of Section 239(2)(b) and (d) of the Municipal Act, 2001 to discuss personal matters about an identifiable individual, including a municipal or local board employee and to discuss labour relations or employee negotiations.

**Resolution No. 2026-229**

**Moved by:** Jean Couture

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council now moves into Closed Session at 7:14 p.m. under the authority of Section 239(2)(b) and (d) of the Municipal Act, 2001, to discuss labour relations and employee negotiations in relation to the CAO-Treasurer's annual compensation adjustment and to discuss the current contractual general labourer position.

**CARRIED**

## **17. MEETING RECONVENE**

### **17.1. Meeting Reconvene and Report from Closed**

#### **Resolution No. 2026-230**

**Moved by:** Jean Couture

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council now rises from Closed Session and resumes Open Session at 7:43 p.m.

**AND FURTHER THAT** Council reports that, during Closed Session, it considered matters pertaining to labour relations and employee negotiations, as well as personal information about an identifiable individual, being an employee of the municipality, in accordance with the provisions of the Municipal Act, 2001.

**CARRIED**

#### **Resolution No. 2026-231**

**Moved by:** Jean Couture

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** Council acknowledges the successful completion of the annual performance evaluation of the CAO-Treasurer;

**AND FURTHER THAT,** in recognition of the CAO-Treasurer's performance, achievement of organizational objectives, and continued leadership of the Corporation, Council approves an annual salary adjustment of 3.5 %, effective June 1, 2026.

**CARRIED**

## **18. ADJOURNMENT**

### **18.1. Adjournment**

#### **Resolution No. 2026-232**

**Moved by:** Jean Couture

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the regular council meeting held June 15, 2026,  
adjourn at 7:46 p.m.

**CARRIED**

\_\_\_\_\_  
Patrick Roberts, Mayor

\_\_\_\_\_  
Nathalie Vachon, Municipal Clerk





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260185

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Integrity Commissioner Investigation Reports - Presentation and Receipt  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** Council receives the presentation from Sean Sparling, Investigator with E4M, respecting the Integrity Commissioner investigation reports regarding complaints made under the Council Code of Conduct and the Municipal Conflict of Interest Act;

**AND FURTHER THAT** Council receives the investigation reports as presented;

**AND FURTHER THAT** Members of Council be afforded the opportunity to ask questions of the Investigator for clarification purposes only;

**AND FURTHER THAT** no decision be made with respect to the findings or recommendations contained within the reports at this meeting;

**AND FURTHER THAT** consideration of the reports be deferred to the Regular Meeting of Council scheduled for July 20, 2026, to provide Members of Council with sufficient time to review the reports and deliberate prior to making a decision.

**Summary:**

The Town has appointed E4M as its Integrity Commissioner in accordance with Part V.1 of the *Municipal Act, 2001*. Following the receipt of formal complaints alleging contraventions of the Council Code of Conduct and the Municipal Conflict of Interest Act, investigations were undertaken by Sean Sparling, Investigator with E4M, on behalf of the Integrity Commissioner.

The investigations have now concluded, and the Integrity Commissioner has prepared reports setting out the investigation process, the applicable legislative framework, the findings, and any recommendations.

Mr. Sparling will attend the July 6, 2026 Regular Meeting of Council to present the reports.

In order to promote a fair, informed, and transparent decision-making process, the reports will be received only. Council may ask questions to Mr. Sparling but no decisions are to be made at the meeting. The matter will be added to the July 20, 2026 Regular Meeting which will provide Members with sufficient opportunity to thoroughly review the reports, seek any necessary clarification, and carefully consider the recommendations before determining whether any action should be taken.

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 29 Jun 2026

Nathalie Vachon, Municipal Clerk      Approved - 29 Jun 2026



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260190

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Council  
**Subject:** First Avenue and Fourth Street Intersection Monitoring Update  
**Prepared by:** Linda Ajdinovic, Public Works Coordinator

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**Recommendation:**

**BE IT RESOLVED THAT** Council receive the Staff Report regarding the monitoring of the intersection of First Avenue and Fourth Street for information purposes,

**AND FURTHER THAT** no additional regulatory signage be installed at this time, with the intersection to continue to be observed through normal municipal operations.

**Purpose:**

The purpose of this report is to provide Council with the results of staff monitoring undertaken at the intersection of First Avenue and Fourth Street, in accordance with Council's January 2026 direction.

**Summary:**

At its January 2026 meeting, Council received a staff report regarding a resident request for the installation of a yield sign at the intersection of First Avenue and Fourth Street. Council subsequently directed staff to monitor the intersection for changes in traffic patterns and any safety concerns, and to report back to Council in July 2026 with any observed deficiencies or hazards.

Staff have monitored the intersection during the period since Council's direction. To date, no deficiencies, unusual traffic patterns, operational concerns, or safety hazards have been observed or reported to Administration.

**Analysis:**

The intersection continues to operate under the same general conditions considered in the January 2026 report. Fourth Street remains closed at the Industrial Park and no longer functions as a through-route to Fifth Avenue and beyond. As a result, traffic volumes, including heavy truck traffic, remain lower than they were prior to the closure.

During the monitoring period, staff did not identify concerns related to visibility, driver confusion, right-of-way operations, vehicle conflicts, or other conditions that would indicate a need for additional regulatory control at this location.

No incidents or safety-related concerns have been reported to Administration since Council directed that the intersection be monitored. Based on the observations to date, there is no identified operational or safety deficiency requiring the installation of a stop or yield sign.

The intersection should continue to be observed through normal Public Works operations, with any future changes in traffic volumes, road use, sightlines, or safety concerns assessed as they arise.

**RECOMMENDATION:**

Based on the results of Staff monitoring, it is recommended that no further action be taken at this time with respect to the installation of additional regulatory signage at the intersection of First Avenue and Fourth Street.

**Financial:**

There are no financial implications associated with receiving this report for information.

**Attachments:**

[Yield Sign at First Avenue & Fourth Street - 2026-01-12](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 02 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026



## Town of Smooth Rock Falls

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**File No:**

**Item No:** AIR - 20260009

**Agenda Date:** 12 Jan 2026

**Staff Responsible:** Linda Ajdinovic

**Prepared For:** Municipal Council

**RE:** Yield Sign at First Avenue & Fourth Street

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### **DESCRIPTION**

Yield Sign at First Avenue & Fourth Street

### **RECOMMENDATION**

BE IT RESOLVED THAT Council receive this report for information purposes,

AND FURTHER THAT staff be directed to monitor the intersection of First Avenue and Fourth Street for any changes in traffic patterns or safety concerns.

### **SUMMARY**

At a previous Council meeting during the Public Question Period, a resident requested the installation of a yield sign at the intersection of First Avenue and Fourth Street. Traffic volumes and sightlines at this intersection have remained unchanged for decades, aside from a notable reduction in vehicle and heavy truck traffic following the closure. Fourth Street no longer serves as a through-route to Fifth Avenue and beyond; it has been closed at the Industrial Park.

### **Key context:**

- Fourth Street no longer serves as a through-route to Fifth Avenue and beyond; it has been closed at the Industrial Park.
- Traffic volumes and sightlines at this intersection have remained unchanged for decades, except for a notable reduction in vehicle and heavy truck traffic following the closure.

Under the Ontario Traffic Manual (OTM), signage such as YIELD or STOP signs is governed by principles that emphasize engineering judgment based on traffic volume, sightlines, and safety needs.

### **OTM Guidance on Yield Signs Summary:**

- The OTM Book 5 – Regulatory Signs states that installing STOP or YIELD signs is not automatic; it requires a formal intersection control assessment (ICA) considering volumes, sight distances, collision history, and the role of each approach.
- Two-way side road intersections typically require signs on the side road only when that approach has significantly lower traffic.
- Where one leg is closed or has no through traffic, it is often treated as a non-intersecting side driveway, which does not typically require signage.
- There are no provincial mandates requiring a yield or stop sign simply because Fourth Street has been closed; any installation must be justified by an engineering assessment.

### **Cost of ICA**

Under the Ontario Traffic Manual, an Intersection Control Assessment (ICA) is recommended before installing regulatory signs such as YIELD or STOP. This analysis is typically carried out by a qualified transportation engineering consultant and may be carried out by public works staff trained in traffic analysis to conduct ICAs using OTM guidelines.

A standard ICA for a single intersection generally ranges from \$3,500 to \$5,000 if conducted by an external qualified transportation engineering consultant, depending on scope and data collection requirements. This cost is separate from any sign installation expenses which would be done by Public Works.

### **Advantages and Disadvantages of Yield Sign Installation**

#### **Pros:**

- Provides clear right-of-way guidance for unfamiliar drivers.
- May reduce hesitation or confusion at the intersection.
- Low-cost implementation compared to other traffic control measures.

#### **Cons:**

- May be unnecessary given current low traffic volumes and good sightlines.
- Could create perception of increased risk where none exists.
- Adds maintenance responsibility (increased due to snow removal practices) and potential liability for sign compliance.
- Overuse of regulatory signs can lead to driver disregard.

### **Recommendation**

Based on the review of traffic conditions, sightlines, and the closure of Fourth Street at the Industrial Park, it is recommended not to install a yield sign at the intersection of First Avenue and Fourth Street. Conditions have remained unchanged for decades, and traffic volumes have actually decreased following the closure of Fourth Street as a through-route. Under the Ontario Traffic Manual, there is no warrant for additional regulatory signage at this location.

**PURPOSE**

The purpose of this report is to provide Council with information regarding a resident request to install a yield sign at the intersection of First Avenue and Fourth Street and to outline the applicable decision-making framework under the Ontario Traffic Manual (OTM) for regulatory control at intersections. This review considers current traffic conditions, the impact of the recent closure of Fourth Street at the Industrial Park, and applicable provincial guidelines under the OTM.

**CONCLUSION**

There is no automatic requirement under the Ontario Traffic Manual to install a yield sign at this location. Any decision to proceed should be supported by an ICA. Council may consider this information when determining next steps.

	<b>Department Manager:</b>	
	<b>Finance Manager:</b>	
	<b>City Manager:</b>	

**Comments:**

  
**Linda Ajdinovic**  
**Public Works Coordinator**





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260186

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Minutes and Reports from Boards and Committees  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** Council acknowledges receipt of the Minutes of the James Bay OPP Detachment Board meeting held on April 15, 2026, and the Minutes of the Smooth Rock Falls Attainable Housing Corporation Board of Directors meetings held on May 13, 2026, May 26, 2026, and June 8, 2026;

**AND FURTHER THAT** the minutes be received for information.

**Attachments:**

[4.1 OPP Detachment Board-James Bay East - 15 Apr 2026 - Minutes - Pdf](#)  
[Minutes](#)  
[Minutes](#)  
[Minutes](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 29 Jun 2026  
Nathalie Vachon, Municipal Clerk      Approved - 29 Jun 2026



THE CORPORATION OF THE TOWN OF COCHRANE

**MINUTES OF THE JAMES BAY OPP DETACHMENT BOARD 3 HELD AT THE TOWN HALL, COUNCIL CHAMBERS, 171 FOURTH AVENUE, COCHRANE, ONTARIO, ON WEDNESDAY, APRIL 15, 2026 AT 10:00 AM LOCAL TIME.**

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- PRESENT:** Mayor Peter Politis, Board Chair  
Suzanne Perras, Provincial Appointee  
Carmen Tozer, Moosonee Representative  
Mayor Patrick Roberts, Smooth Rock Falls Representative  
Angela Girard, Cochrane Representative  
Mike Bauman, Cochrane Representative
- ABSENT:** None
- MUNICIPAL OFFICIALS:** Cassandra Child, Secretary / Treasurer
- GUESTS:** Mr. Dave Gardner, Acting Staff Sergeant-Operations Manager  
Mr. Dan Gagnon, CAO of the Town of Cochrane  
Ms. Kathleen Jodouin, Ontario Network of Victim Services Providers

**DECLARATIONS:**

*The following individuals participated in the meeting virtually:*

- *Mayor Patrick Roberts*
- *Councillor Carmen Tozer*
- *Ms. Angela Girard*
- *Acting Staff Sergeant Dave Gardner*
- *Ms. Kathleen Jodouin, Ontario Network of Victim Services Provider*

*Ms. Kathleen Jodouin left the meeting at 10:18 a.m.*

*The board amended the agenda with unanimous consent to add a discussion on a proposed date change for the next regular meeting.*

**1. CALL TO ORDER**

**2. CONFIRMATION OF AGENDA**

2.1

Moved By: MIKE BAUMAN

Seconded By: SUZANNE PERRAS

**2026-15**

BE IT RESOLVED THAT the agenda dated April 15, 2026, for the Regular OPP Detachment Board-James Bay East be approved as presented.

**CARRIED**

**3. DISCLOSURE OF PECUNIARY INTEREST**

**4. ADOPTION OF MINUTES**

4.1 **Minutes of the James Bay OPP Detachment Board - James Bay East**

Moved By: PATRICK ROBERTS

Seconded By: CARMEN TOZER

**2026-16**

BE IT RESOLVED THAT the OPP Detachment Board-James Bay East February 18, 2026, minutes be approved.

**CARRIED**

**5. OPP REPORT**

**6. PRESENTATIONS/DELEGATIONS**

**6.1 Ms. Kathleen Jodoin, Victim Services of Nipissing District re. Provincial Bail Notification**

Moved By:  
Seconded By: **2026-17**

BE IT RESOLVED THAT the OPP Detachment Board - James Bay East, receive the Provincial Bail Notification presentation from the Ontario Network of Victim Service Providers.

**CARRIED**

**7. COMMUNITY SAFETY AND WELL-BEING PLAN**

**8. CORRESPONDENCE**

**8.1 Correspondence from the County of Prince Edward | Resolution of Support | OPP Sustainable Police Services Funding**

Moved By: ANGELA GIRARD  
Seconded By: CARMEN TOZER **2026-18**

BE IT RESOLVED THAT the OPP Detachment Board - James Bay East support the resolution of the County of Prince Edwards, carried at the January 29, 2026 Regular Council meeting regarding OPP Sustainable Police Services Funding;

AND THAT a copy of this resolution be forwarded to the Premier of Ontario, the Solicitor General of Ontario, the Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Rural Ontario Municipal Association, and the Ontario Association of Police Services Boards.

**CARRIED**

**9. NEW BUSINESS**

**9.1 Provincial Appointee Sue Perras re. Letter of Support for Prescription Diversion Project**

Moved By: SUZANNE PERRAS  
Seconded By: PATRICK ROBERTS **2026-19**

BE IT RESOLVED THAT the OPP Detachment Board—James Bay East support the Prescription Diversion Project proposed in collaboration by the North Bay Police Service and the COmmunity Drug Strategy—North Bay & Area;

AND THAT in support of the project, the OPP Detachment Board—James Bay East send a letter of support to the Associate Minister of Mental Health and Addictions.

**CARRIED**

**9.2 Map of Board Boundaries for OPP Detachment Board- James Bay East**

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**OPP DETACHMENT BOARD-JAMES BAY EAST | APRIL 15, 2026**

Moved By: CARMEN TOZER  
Seconded By: PATRICK ROBERTS

**2026-20**

BE IT RESOLVED THAT the OPP Detachment Board- James Bay East receive from the Police Services Advisor and the Ontario Association of Police Services Board, the board boundaries map of the catchment area.

**CARRIED**

9.3 **Mayor Roberts re. Highway 11 Reopening Logistics – Plow and OPP Escort Coordination**

9.4 **Mayor Patrick Roberts re. Discussion for Meeting Livestream Option**

Moved By:  
Seconded By:

**2026-21**

BE IT RESOLVED THAT the board directs the secretary/treasurer to organize live streaming for all future board meetings and share the links with Smooth Rock Falls & Moosonee;  
AND THAT the target livestreaming date be scheduled for the next regular board meeting.

**CARRIED**

9.5 **Addition to Agenda: Date Change for Next Regular Council Meeting**

The board unanimously agreed to change the June 3, 2026 regular council meeting date to June 22, 2026, at 10:00 a.m.

**10. UNFINISHED BUSINESS**

**11. BY-LAWS**

**12. NOTICE OF MOTION**

**13. CLOSED (IN-CAMERA) SESSION**

**14. ADJOURNMENT**

14.1

Moved By: CARMEN TOZER  
Seconded By: ANGELA GIRARD

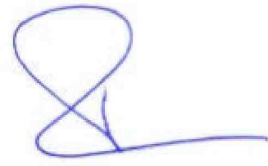
**2026-22**

BE IT RESOLVED THAT this regular board meeting of the OPP Detachment Board-James Bay East be adjourned at 10:45 a.m.

**CARRIED**



Secretary / Treasurer



---

Board Chair



# Annual General Meeting MINUTES

## Board of Directors First Meeting Held May 13, 2026

**PRESENT:** Yvan Marchand, Acting Chair  
 Daniel Alie  
 Denise Pelletier  
 Kathy Taylor  
 Robert Blanchette

**ABSENT:** Jean Marie Couture

### 1.0 Call to Order

The Smooth Rock Falls Attainable Housing Corporation’s Board of Directors meeting was called to order on May 13, 2026 at 6:04 PM with Yvan Marchand as acting Chair.

### 2.0 Approval of Agenda

#### 2.01 Motion – To approve or amend the agenda

**Resolution No. 2026-01**

**Moved by:** Daniel Alie

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the agenda for the Regular Meeting of the SRF Attainable Housing Corporation held May 13, 2026, be adopted as presented.

**CARRIED**

### 3.0 Disclosure of Pecuniary Interest

No disclosures of pecuniary interest are declared.

### 4.0 Appointment of Directors



**4.01 Motion – To formally appoint public member to the board of directors**

**Resolution No. 2026-02**

**Moved by:** Robert Blanchette

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby formally appoints the following individuals as Public Members of the Board of Directors:

1. Kathy Taylor
2. Robert Blanchette
3. Jean-Marie Couture

**AND FURTHER THAT** the above-noted appointment shall take effect immediately and the appointed members shall serve in accordance with the Corporation’s Terms of Reference, Corporate/Governing By-law, and all applicable policies and governing documents of the Corporation

**CARRIED**

**5.0 Resignation of Director**

**5.01 Motion – To accept the resignation of a Director**

**Resolution No. 2026-03**

**Moved by:** Kathy Taylor

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby accepts the resignation of Yvan Marchand as Director of the Corporation, effective immediately.

**CARRIED**



**6.0 Overview of the Corporation**

The Municipal Clerk provided the Board with a sort Board Orientation covering the purpose of the Corporation, governance model, relationship with the Town, role of the Board, role of Administration, role of Property Management, Code of Conduct of the Board and Conflict of Interest.

**7.0 Adoption of Foundational Governance Documents**

**7.01 Motion – Adoption of the Terms of Reference**

**Resolution No. 2026-04**

**Moved by:** Daniel Alie

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Board hereby adopts the Terms of Reference as drafted and presented to the Board this 13<sup>th</sup> day of May, 2026.

**CARRIED**

**7.02 Motion – Adoption of the Corporate / Governing By-Law**

**Resolution No. 2026-05**

**Moved by:** Kathy Taylor

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Board hereby adopts the Corporate / Governing By-law as drafted and presented to the Board this 13<sup>th</sup> day of May, 2026.

**CARRIED**

**7.03 Motion – Adoption of Board Code of Conduct**

**Resolution No. 2026-06**

**Moved by:** Daniel Alie

**Seconded by:** Kathy Taylor



**BE IT RESOLVED THAT** the Board hereby adopts the Board Code of Conduct Policy as drafted and presented to the Board this 13<sup>th</sup> day of May, 2026.

**CARRIED**

**7.04 Motion – Adoption of the Conflict of Interest Policy**

**Resolution No. 2026-07**

**Moved by:** Robert Blanchette

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board hereby adopts the Conflict of Interest Policy as drafted and presented to the Board this 13<sup>th</sup> day of May, 2026.

**CARRIED**

**8.0 Appointment of Officers**

**8.01 Motion – Appointment of Chair, Vice-Chair, Treasurer, and Secretary**

**Resolution No. 2026-08**

**Moved by:** Daniel Alie

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board hereby appoints the following officers of the Corporation effective immediately and to hold office in accordance with the Corporation’s Governing By-law:

- **Chair:** Denise Pelletier
- **Vice-Chair:** Robert Blanchette
- **Treasurer:** Yvan Marchand
- **Secretary:** Nathalie Vachon

**AND THAT** the above-noted officers shall assume the duties, responsibilities, and authority associated with their respective offices as outlined within the Corporation’s Governing By-Law and applicable legislation.

**CARRIED**



**9.0 Banking and Financial Matters**

**9.01 Motion – Appointment of Financial Institution**

**Resolution No. 2026-09**

**Moved by:** Kathy Taylor

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Board hereby appoints the Royal Bank as the Corporation’s primary financial institution.

**CARRIED**

**9.02 Motion – Appointment of Signing Authorities**

**Resolution No. 2026-10**

**Moved by:** Robert Blanchette

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the following individuals be appointed as authorized signing authorities for the Corporation:

- Denise Pelletier
- Yvan Marchand
- Kathy Taylor

**AND THAT** any two (2) authorized signing authorities shall be required to sign all cheques, banking documents, agreements, contracts, financial instruments, and other official documents on behalf of the Corporation unless otherwise authorized by Board resolution or policy;

**AND THAT** the Corporation’s financial institution and any other applicable parties be notified accordingly;

**AND THAT** this resolution shall remain in full force and effect until amended or rescinded by resolution of the Board of Directors.

**CARRIED**



**9.03 Motion – Direction to Open Corporate Bank Accounts**

**Resolution No. 2026-11**

**Moved by:** Kathy Taylor  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board hereby directs that a corporate bank account be opened in the name of the Smooth Rock Falls Attainable Housing Corporation with the Royal Bank;

**AND THAT** the appointed signing authorities of the Corporation be authorized to execute all documents, banking agreements, account applications, and related documentation required to establish and administer the Corporation’s banking accounts and financial services;

**AND THAT** the corporate bank account shall be utilized for all revenues, expenditures, financing transactions, and financial operations of the Corporation in accordance with the Corporation’s governing by-law and financial policies.

**CARRIED**

**9.04 Motion – Appointment of Auditor**

**Resolution No. 2026-12**

**Moved by:** Robert Blanchette  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board hereby appoints KPMG as the Corporation’s auditors;

**AND FURTHER THAT** the Corporation’s fiscal year end shall be established as December 31 of each calendar year.

**CARRIED**

**10.0 Insurance and Legal Matters**

**10.01 Motion – Directors & Officers Liability Insurance**

**Resolution No. 2026-13**



**Moved by:** Robert Blanchette  
**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board hereby directs that quotations be obtained from Brokerlink Insurance for Directors and Officers Liability Insurance coverage for the Corporation;

**AND THAT** the quotations obtained shall be brought back to the Board for review and consideration prior to the purchase or execution of any insurance policy.

**CARRIED**

**10.02 Motion – Corporate Legal Counsel**

**Resolution No. 2026-14**

**Moved by:** Kathy Taylor  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board hereby appoints Wishart Law Firm LLP as legal counsel for the Corporation;

**AND THAT** Wishart Law Firm LLP be authorized to provide legal advice, legal representation, contract review, corporate governance assistance, financing review, and other legal services as may be required by the Corporation from time to time;

**AND THAT** the Chair and/or authorized representatives of the Corporation be authorized to communicate and work directly with legal counsel on matters pertaining to the affairs of the Corporation.

**CARRIED**

**11.0 Project Status Update**

**11.01** Municipal Administration provided the Board with a report summarized update of financing, project status, next steps, and anticipated timelines.

**12.0 Future Governance Priorities**

**12.01** Municipal Administration provided the Board with a report outlining upcoming policies to be brought to the Board for consideration.



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✉ housing@townsrf.ca

**13.0 Adjournment**

**13.01 Motion – Meeting Adjournment**

**Resolution No. 2026-15**

**Moved by:** Robert Blanchette

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the meeting of the Board of Directors of the SRF Attainable Housing Corporation held May 13, 2026, adjourn at 7:32 PM.

**CARRIED**

**CHAIR**

Denise Pelletier

**SECRETARY**

Nathalie Vachon

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## Board Meeting MINUTES

**Board of Directors Meeting Held June 8, 2026**

**PRESENT:** Denise Pelletier, Chair  
 Robert Blanchette, Vice-Chair  
 Daniel Alie  
 Kathy Taylor  
 Jean-Marie Couture  
 Nathalie Vachon, Secretary  
 Yvan Marchand, Treasurer  
 Kayline Geoffroy  
 David Butler  
 Keith Harriman  
 John Demeis, Descon  
 Jonathan Loewen, TD Bank  
 Sajjad Jaffery, TD Bank

**ABSENT:**

### 1.0 Call to Order

The Smooth Rock Falls Attainable Housing Corporation’s Board of Directors meeting was called to order on June 8, 2026 at 6:00 PM.

### 2.0 Approval of Agenda

#### 2.01 Motion – To approve or amend the agenda

**Resolution No. 2026-19**

**Moved by:** Kathy Taylor  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the agenda for the Regular Meeting of the SRF Attainable Housing Corporation held June 8, 2026, be adopted as presented.

**CARRIED**

### 3.0 Adoption of Previous Minutes

BUILDING HOMES. BUILDING COMMUNITY. BUILDING TOMORROW.



**3.01 Motion – To adopt the previous minutes**

**Resolution No. 2026-20**

**Moved by:** Daniel Alie

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Minutes of the SRF Attainable Housing Board Meeting held May 26, 2026, be adopted as presented.

**CARRIED**

**4.0 Disclosure of Pecuniary Interest**

No disclosures of pecuniary interest are declared.

**5.0 Discussions**

**5.01 ISDA Master Agreement – Presentation from Jonathan Loewan and Sajjad Jafferty with the TD Bank**

Jonathan Loewan and Sajjad Jafferty of TD Bank provided a presentation regarding the ISDA Master Agreement. The representatives explained the purpose of the agreement, its role in supporting the Corporation’s financing arrangements, and the reasons it is required by TD Bank. Board members were provided an opportunity to ask questions and seek clarification regarding the agreement and its implications for the project.

**5.02 Project update from David Butler and Keith Harriman**

David Butler, Keith Harriman and John DeMeis provided the Board with an update on the status of the project. The representatives reviewed progress completed to date, outlined upcoming milestones, and discussed the anticipated construction schedule. The Board was advised that the project is progressing as planned, with construction expected to commence by mid-July, providing all planning matters are dealt with in a timely manner. Board members were provided an opportunity to ask questions and receive clarification on the project’s progress and next steps.

**5.03 Flow Chart for Draws**

The Board was presented with the draw approval process flow chart. The flow chart outlined the procedures for reviewing and approving draw requests, including the roles and responsibilities of the various parties involved, and the process for authorizing payment to contractors. The presentation was intended to provide Board members with a clear understanding of the draw approval and payment process and to ensure consistency and accountability throughout the project. Board members were provided an opportunity to ask questions and seek clarification.

**5.04 Preliminary Drawings Review and Board Feedback**

The Board reviewed the preliminary site plan drawings for the housing development. During the review, Board members discussed the proposed parking layout and expressed concerns regarding the number of parking spaces available for residents. The current site plan provides for 24 parking spaces.



Following discussion, the Board recommended that the landscaped islands located between parking spaces be removed to maximize parking capacity. It was noted that this modification would increase the number of parking spaces to approximately 32. The Board further recommended that the only landscaped areas to remain within the parking layout be the two smaller landscaped islands located within the cul-de-sac.

The project team acknowledged the Board's feedback and advised that the proposed revisions would be reviewed and incorporated into the next iteration of the site plan where feasible.

## 6.0 New Business

### 6.01 Motion – Assignment and Assumption of Design Build Contract

#### Resolution No. 2026-21

**Moved by:** Jean-Marie Couture

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation approve the Assignment and Assumption Agreement between the Corporation of the Town of Smooth Rock Falls, the Smooth Rock Falls Attainable Housing Corporation, and Descon Construction Ltd. respecting the assignment of the CCDC 14 Design-Build Contract for the Smooth Rock Falls Seniors Housing Project;

**AND THAT** the Chair be authorized to execute the Assignment and Assumption Agreement and any ancillary documents required to give effect hereto.

**CARRIED**

### 6.02 Motion – 2026 Board Meeting Schedule

#### Resolution No. 2026-22

**Moved by:** Robert Blanchette

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the 2026 Board Meeting Schedule be adopted as presented.

**CARRIED**

### 6.03 Construction Oversight and Board Liaison During Construction Phase

#### Resolution No. 2026-23

**Moved by:** Kathy Taylor

**Seconded by:** Robert Blanchette



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**BE IT RESOLVED THAT** Jean-Marie Couture be appointed as Board Liaison for the Smooth Rock Falls Seniors Housing Project for the duration of the construction phase and act as the primary communication link between the Board of Directors and the project team.

**CARRIED**

**6.04 Motion – Adoption of Financial Management Policy**

Hi Mia,

No, the transfer of the properties from the Town to the NPO has not yet been brought before Council. If required, we can certainly bring the matter forward for Council's consideration at the June 15, 2026 Council meeting. At this time, the intent would be to transfer the properties to the NPO for nominal consideration, but Council has not yet formally considered or approved the transfer. Please let us know what information or direction you require in advance of the meeting so that we can ensure the appropriate report and resolution are prepared. Thank you,

**6.0 Adjournment**

**6.01 Motion – Meeting Adjournment**

**Resolution No. 2026-18**

**Moved by:** Robert Blanchette  
**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the meeting of the Board of Directors of the SRF Attainable Housing Corporation held May 26, 2026, adjourn at 6:15 PM.

**CARRIED**

**CHAIR**  
 Denise Pelletier

**SECRETARY**  
 Nathalie Vachon



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## Board Meeting MINUTES

**Board of Directors Meeting Held June 8, 2026**

**PRESENT:** Denise Pelletier, Chair  
 Robert Blanchette, Vice-Chair  
 Daniel Alie  
 Kathy Taylor  
 Jean-Marie Couture  
 Nathalie Vachon, Secretary  
 Yvan Marchand, Treasurer  
 Kayline Geoffroy  
 David Butler  
 Keith Harriman  
 John Demeis, Descon  
 Jonathan Loewen, TD Bank  
 Sajjad Jaffery, TD Bank

**ABSENT:**

**1.0 Call to Order**

The Smooth Rock Falls Attainable Housing Corporation’s Board of Directors meeting was called to order on June 8, 2026 at 6:00 PM.

**2.0 Approval of Agenda**

**2.01 Motion – To approve or amend the agenda**

**Resolution No. 2026-19**

**Moved by:** Kathy Taylor  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the agenda for the Regular Meeting of the SRF Attainable Housing Corporation held June 8, 2026, be adopted as presented.

**CARRIED**

BUILDING HOMES. BUILDING COMMUNITY. BUILDING TOMORROW.



**3.0 Adoption of Previous Minutes**

**3.01 Motion – To adopt the previous minutes**

**Resolution No. 2026-20**

**Moved by:** Daniel Alie

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Minutes of the SRF Attainable Housing Board Meeting held May 26, 2026, be adopted as presented.

**CARRIED**

**4.0 Disclosure of Pecuniary Interest**

No disclosures of pecuniary interest are declared.

**5.0 Discussions**

**5.01 ISDA Master Agreement – Presentation from Jonathan Loewan and Sajjad Jafferty with the TD Bank**

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The Board was presented with the draw approval process flow chart. The flow chart outlined the procedures for reviewing and approving draw requests, including the roles and responsibilities of the various parties involved, and the process for authorizing payment to contractors. The presentation was intended to provide Board members with a clear understanding of the draw approval and payment process and to ensure consistency and accountability throughout the project. Board members were provided an opportunity to ask questions and seek clarification.



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The Board reviewed the preliminary site plan drawings for the housing development. During the review, Board members discussed the proposed parking layout and expressed concerns regarding the number of parking spaces available for residents. The current site plan provides for 24 parking spaces.

Following discussion, the Board recommended that the landscaped islands located between parking spaces be removed to maximize parking capacity. It was noted that this modification would increase the number of parking spaces to approximately 32. The Board further recommended that the only landscaped areas to remain within the parking layout be the two smaller landscaped islands located within the cul-de-sac.

The project team acknowledged the Board's feedback and advised that the proposed revisions would be reviewed and incorporated into the next iteration of the site plan where feasible.

**6.0 New Business**

**6.01 Motion – Assignment and Assumption of Design Build Contract**

**Resolution No. 2026-21**

**Moved by:** Jean-Marie Couture  
**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation approve the Assignment and Assumption Agreement between the Corporation of the Town of Smooth Rock Falls, the Smooth Rock Falls Attainable Housing Corporation, and Descon Construction Ltd. respecting the assignment of the CCDC 14 Design-Build Contract for the Smooth Rock Falls Seniors Housing Project;

**AND THAT** the Chair be authorized to execute the Assignment and Assumption Agreement and any ancillary documents required to give effect hereto.

**CARRIED**

**6.02 Motion – 2026 Board Meeting Schedule**

**Resolution No. 2026-22**

**Moved by:** Robert Blanchette  
**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the 2026 Board Meeting Schedule be adopted as presented.

**CARRIED**



**6.03 Construction Oversight and Board Liaison During Construction Phase**

**Resolution No. 2026-23**

**Moved by:** Kathy Taylor  
**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** Jean-Marie Couture be appointed as Board Liaison for the Smooth Rock Falls Seniors Housing Project for the duration of the construction phase and act as the primary communication link between the Board of Directors and the project team.

**CARRIED**

**6.04 Motion – Adoption of Financial Management Policy**

**Resolution No. 2026-24**

**Moved by:** Daniel Alie  
**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby adopts the Financial Management Policy as drafted and presented.

**CARRIED**

**6.05 Motion – Adoption of Delegation of Authority Policy**

**Resolution No. 2026-25**

**Moved by:** Kathy Taylor  
**Seconded by:** Jean-Marie Couture

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby adopts the Delegation of Authority Policy as drafted and presented.

**CARRIED**

**6.06 Motion – Adoption of Procurement Policy**

**Resolution No. 2026-26**

**Moved by:** Robert Blanchette  
**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby adopts the Procurement Policy as drafted and presented.

**DEFERRED**



**6.07 Motion – Adoption of Privacy and Confidentiality Policy**

**Resolution No. 2026-27**

**Moved by:** Jean-Marie Couture

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby adopts the Privacy and Confidentiality Policy as drafted and presented.

**CARRIED**

**6.08 Motion – Adoption of Electronic Signatures and Execution of Documents Policy**

**Resolution No. 2026-28**

**Moved by:** Kathy Taylor

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board of Directors of the SRF Attainable Housing Corporation hereby adopts the Electronic Signatures and Execution of Documents Policy as drafted and presented.

**CARRIED**

**6.09 Motion – Authorize Signature of ISDA Master Agreement**

**Resolution No. 2026-29**

**Moved by:** Robert Blanchette

**Seconded by:** Kathy Taylor

**BE IT RESOLVED THAT** the Smooth Rock Falls Attainable Housing Corporation (the “Corporation”) be and is hereby authorized to enter into an ISDA Master Agreement (the “Agreement”) with the Toronto-Dominion Bank. The Corporation is hereby authorized and directed to perform all obligations of the Corporation set forth in the Agreement.

**BE IT FURTHER RESOLVED THAT** the Chair be and is hereby authorized for and on behalf of the Corporation to execute and deliver, under seal or otherwise, any documents as in their discretion may consider necessary, desirable, or useful for the purpose of giving affect to this resolution.

**BE IT FURTHER RESOLVED THAT** any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority confirmed thereby and hereby ratified, confirmed and approved.

**CERTIFIED** to be a true and correct copy of a resolution consented to in writing by all the Directors of the Smooth Rock Falls Attainable Housing Corporation which resolution remains in full force and effect, unamended, as of the date below.



**CARRIED**

**7.0 Finance**

**7.01 Motion – Approval of Draw #1**

**Resolution No. 2026-30**

**Moved by:** Jean-Marie Couture

**Seconded by:** Daniel Alie

**BE IT RESOLVED THAT** the Board acknowledges receipt of Draw Request No. 1 and approves payment in the amount of \$121,183.48, inclusive of HST, as detailed in the draw documentation;

**AND FURTHER THAT** the Chair and Treasurer, or their authorized designates, be authorized to execute any documents and take all necessary actions to facilitate payment of Draw Request No. 1.

**CARRIED**

**8.0 Adjournment**

**8.01 Motion – Meeting Adjournment**

**Resolution No. 2026-31**

**Moved by:** Daniel Alie

**Seconded by:** Robert Blanchette

**BE IT RESOLVED THAT** the SRF Attainable Housing Corporation Board Meeting held June 8, 2026, adjourn at 7:36 p.m.

**CARRIED**

**CHAIR**  
Denise Pelletier

**SECRETARY**  
Nathalie Vachon





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260187

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Attainable Housing Project - Project Progress Update No. 1  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** Council receive the report entitled *Attainable Housing Project - Project Progress Update No. 1* for informational purposes.

**Purpose:**

The purpose of this report is to provide Council with a comprehensive overview of the work completed to date on the Attainable Housing Project. As the project continues to advance into the construction phase, this report summarizes the significant legal, governance, financial and administrative work that has been undertaken over the past months to bring the project to its current stage.

**Summary:**

Recognizing the growing need for additional attainable housing for seniors within the community, Council approved the development of a purpose-built apartment complex through the creation of the Smooth Rock Falls Attainable Housing Corporation. The Corporation was established as a separate not-for-profit entity responsible for owning and operating the development, while the Town continues to provide oversight and administrative support throughout the development phase.

Since Council first endorsed the project, Administration has worked extensively with the Corporation's Board of Directors, legal counsel, consultants, financial institutions and various government agencies to establish the legal, financial and operational framework required to move the project from concept to construction.

**Analysis:**

Although construction is now approaching, the majority of the work completed to date has occurred behind the scenes. The project has required continuous coordination among numerous parties and the completion of an extensive number of legal, financial and governance requirements before any physical construction could begin.

Once of the first major milestones was the establishment of the Smooth Rock Falls Attainable Housing Corporation. Since that time, the Board of Directors has met regularly to provide direction on the project, adopt corporate policies, review consultant reports, approve financing documents and make operational decisions necessary to advance the development.

The CAO-Treasurer and the Clerk has provided full administrative support to the Board by preparing agendas, minutes, reports, resolutions, policies and supporting documentation, while also

coordinating meetings involving consultants, legal counsel, TD Bank, Descon Construction and various project partners.

A significant amount of legal work has also been completed. Working closely with municipal solicitors, the CAO-Treasurer and Clerk coordinated the preparation and execution of numerous agreements that establish the relationship between the Town and the Corporation while ensuring that both entities remain legally separate. This work included the preparation of the Municipal Capital Facilities Agreement, the Oversight and Accountability Agreement, land transfer documentation, multiple execution by-laws and supporting legal documents required to protect the municipality's interests while allowing the Corporation to operate independently.

Financing the project represented another major milestone. Following several months of discussions with TD Bank and legal counsel, construction financing has now been secured and the required banking documentation has been completed. This included the negotiation and execution of loan documents, security requirements, banking resolutions, the ISDA Master Agreement and the establishment of construction draw procedures to facilitate project funding throughout construction.

Equally important has been the development of the Corporation's governance framework. Over the past several months, the CAO-Treasurer and the Clerk prepared numerous corporate policies to ensure the Corporation operates with appropriate financial controls, accountability and transparency. These policies establish clear procedures for financial management, procurement, delegation of authority, privacy and confidentiality, electronic signatures and other administrative matters necessary for the ongoing operation of the Corporation.

While much of the work has focused on governance and financing, substantial progress has also been made on the construction side of the project. Weekly coordination meetings continue to be held with Descon Construction, consultants and municipal representatives to review project schedules, engineering requirements, permit approvals and construction planning. Final site plan have been completed, financing is in place and the project is now transitioning into active construction as remaining regulatory approvals are finalized.

Throughout this process, the CAO-Treasurer and the Clerk has also coordinated communications among all project partners, responded to ongoing requests from consultants and legal counsel, reviewed draft agreements, monitored project timelines, prepared Council and Board reports, coordinated funding requirements and ensured that all legislative and municipal approvals were obtained as the project progressed.

The amount of administrative work required to support this project has been considerable. In addition to the Corporation's regular Board meetings, Administration has participated in numerous meetings with consultants, lawyers, financial institutions, engineers and contractors while continuing to maintain the municipality's regular legislative responsibilities and day-to-day operations.

Some of the key milestones achieved to date include:

- Establishment of the Smooth Rock Falls Attainable Housing Corporation
- Appointment and ongoing support of the Board of Directors from the CAO-Treasurer and Municipal Clerk
- Completion of the governance framework through the adoption of corporate policies
- Preparation and execution of the Municipal Capital Facilities Agreement
- Preparation and execution of the Oversight and Accountability Agreement

- Completion of construction financing with TD Bank
- Execution of all required banking and loan documentation
- Completion of the ISDA Master Agreement
- Approval of construction draw procedures
- Ongoing project coordination with Descon Construction and project consultants
- Completion of the legal framework required to support construction
- Advancement of the project into the construction phase

The project has now transitioned from the planning and financing stages into the final pre-construction phase.

The required rezoning applications have been submitted and are currently under review by the Town's planning consultants. Upon completion of the planning process and issuance of the necessary approvals, construction is anticipated to commence by the end of July 2026.

To mark this significant milestone, a formal groundbreaking ceremony has been scheduled for Wednesday, July 22, 2026, at 2:00 p.m. Council, project partners, funding agencies and members of the public will be invited to attend.

Later that same day, an Open House and Public Information Session will be held at 6:00 p.m. at the Smooth Rock Falls Curling Club. The session will provide residents with an opportunity to learn more about the development, review project information, meet members of the project team and ask questions regarding the construction schedule and future operation of the facility.

The CAO-Treasurer and Municipal Clerk will continue to provide administrative support to both Council and the Board of Directors throughout construction and will provide regular progress updates as major project milestones are achieved.

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 29 Jun 2026  
Nathalie Vachon, Municipal Clerk      Approved - 29 Jun 2026





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260189

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** 2026 Budgeted Projects and Purchases Update  
**Prepared by:** Yvan Marchand, CAO-Treasurer

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**Recommendation:**

BE IT RESOLVED THAT Council accepts the 2026 Budgeted Projects and Purchases Report for information purposes.

**Purpose:**

Provide updates to Council on the 2026 budgeted projects and purchases

**Summary:**

See attached updates to end of June of the 2026 projects and purchases approved during the budget process. The CAO-Treasurer will be providing up updates to Council throughout the year.

**Attachments:**

[2026 Capital and Operating Projects Tracking - To June 26, 2026](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 01 Jul 2026  
Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026

**2026 Budget - Capital and Operating Projects Tracking  
 Updates for July 6, 2026 Council Meeting**

	<b>STATUS (not started, in progress, completed)</b>	<b>Estimated Timelines</b>	<b>Comments/Updates</b>
Town Hall - Front office entrance reconfiguration	In progress		EASE grant application has been submitted - awaiting approval prior to initiating vestibule construction/ vestibule construction commences. Contractor provide the necessary design details and drawings to support the permit application
Town Hall - Purchase of a new server	Completed	May-26	
Curling Lounge & Arena Canteen – Chair and Table Replacement	In progress		ordered
Senior housing development	In progress	Construction: July 2026-Sep 2027)	Currently working on planning matters (example: re-zoning) and transfer of properties to NPO. Construction is expected to start at the end of July and be completed by September 1, 2027. Groundbreaking ceremony set for Jul 22.
Development of 10 lots on 8th Crescent (sewer connections)	Not started	N/A	To re-assess when funding for underground infrastructure is available.
Cemetery building	In progress	Oct-26	Building permit received. Foundation prep to begin end of July - beginning of August; building to follow
SRFEDC - Inventory items	In progress	Jul-Aug 26	Direction received from Council on the 2026 items to purchase. Transfer of items expected for July-August. Request to the SRFEDC made to hold the remaining items that the town is interested in to 2027 as the town will budget additional funds.
Self-contained breathing apparatus (SCBA), air cylinders, and masks replacement program	Completed	Jun-26	All equipment has been received. Fit testing of the masks and training on equipment done during meeting of June 23.
Snow bucket for backhoe	Completed	Mar-26	Purchased Jan 9/26 - received March 16

Multi-use court	Not started	Jul-Aug 26	To apply to NOHFC summer 2026 for a 2027 construction project. Direction from Council will be required to apply.
Public works yard winter sand dome/storage building	In progress		Ground work preparation July-August
Connecting Link - Ross Road to Highway 11 resurfacing	Cancelled		Project funding unsuccessful. During meeting with MTO, it was indicated that the town would have a better success during the 2027-2028 funding program.
Reconstruction of water and sewer lines on Sixth St. (from Fifth St. to Maple Ave.)	In progress	Aug 26-Aug 27	Construction start date is August 2026. All construction will be done in 2026 except paving which will be completed in 2027.
Fifth St. paving (North of Hollywood Ave)	In progress	Jul-26	carried out by Third-party - anticipated for August/September
Main Street paving (front of Caisse Alliance)	In progress	Jul-26	carried out by Third-party - anticipated for August/September
Annual asphalt patching program	In progress	Jul-26	carried out by Third-party - anticipated for August/September
Automated flushing system for bleeders	In progress	Jul-26	The Cloutierville project is planned for July 7 while the bleeder at the end of Main St is planned for Jul 14. Public works will be assisting OCWA for the project.
Community Events and Recreation Intern	In progress		Actively looking for an intern. Position was posted twice.
SRFEDC - Museum operation contribution	Completed	Apr-26	
Cemetery and Community Spaces Committee projects	In progress	Summer 2026	Columbarium mulch installation is complete. Burial sites are scheduled to be covered with sod during the week of June 29. Utility locates for the Community Christmas tree have been completed; we are currently awaiting the contractor to proceed with planting. At the municipal parkette, pavers have been removed and replaced with sod during the week of June 29.
Waterfront properties development opportunities	Completed	May-26	Report completed by Fotenn has been presented to Council
Tugboat refurbishment	Moved to 2027	N/A	Direction received from Council to bring back item to the 2027 budget
Offical plan 10 year review	Moved to 2027	N/A	To re-assess when funding is available from MMAH
Pool Cover - replacement thermal commercial pool cover	In progress	Jun-26	ordered
Fire hydrant markers	Completed		

Town Hall air quality review	Completed		No major air quality issues identified. The only parameter outside recommended guidelines is relative humidity. To investigate options to increase indoor humidity within recommended levels.
Street sweeping service	Completed	Jun-26	TSM was used for 2026 as Town of Cochrane were still not done with their roads beginning of June with no timelines on when equipment could be rented.
Golf Course Rd guardrails	Not started	26-Aug	To be completed by third-party and use NORDS funding to cover cost.
Town Hall Drainage -Weeping Tile Assessment	In progress	Jul-Aug 26	currently under review - to determine appropriate corrective measures



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260196

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Outstanding Action Items Resulting from Council Meetings  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** the Outstanding Action Items Resulting from Council Meetings Report be received for informational purposes.

**Attachments:**

[02-July-26](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer    Approved - 02 Jul 2026  
Nathalie Vachon, Municipal Clerk    Approved - 02 Jul 2026

## ACTION ITEM LIST – OUTSTANDING ITEMS RESULTING FROM COUNCIL MEETINGS

Council Meeting Date	Agenda Item	Description of Item	Status
<b>OFFICE OF THE CAO-TREASURER</b>			
May 5, 2025	Minutes from Boards and Committees	Follow-up with SRFEDC regarding the meeting request	<i>In Progress – Town and SRFEDC planning on gathering the items purchase in July/August. The town also sent a request to the SRFEDC to hold the remaining items to be budgeted and purchased in 2027.</i>
April 7, 2026	By-Law No. 2026-27 – Agreement for NOHFC Community Events & Recreation Intern	Execute Agreement and sent forth to NOHFC	<i>In Progress – Agreement will be signed and submitted once an interns has been hired.</i>
May 20, 2026	Presentation of the 2025 Draft Consolidated Financial Statements	Advise Oscar to finalize the 2026 Financial Statements and bring back to Council at the June 1st Regular Meeting	<i>Completed</i>
June 1, 2026	By-Law No. 2026-42 – Fire Protection Services Reimbursement Agreement – Unorganized Area	Sign Agreement and send to the Ministry	<i>Completed</i>
June 1, 2026	2025 Consolidated Financial Statements and Appointment of Auditor for 2026	Send resolution to Oscar	<i>Completed</i>
June 1, 2026	Mayor’s Office Space Request	Add costs for a Mayor’s office to the 2027 budget for Council’s consideration	<i>Completed</i>
June 15, 2026	Council Remuneration – Annual Increase	Advise Kayline of salary adjustment prior to next pay period	<i>Completed</i>
June 15, 2026	By-Law No. 2026-47 – Guarantee of Indebtedness –	Send resolution to TD Bank for loan guarantee	<i>Completed</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026

	Smooth Rock Falls Attainable Housing Corporation		
June 15, 2026	By-Law No. 2026-50 MOU with GlobalMedic	Sign Agreement and send to GlobalMedic to finalize details	<i>Completed</i>
June 15, 2026	By-Law No. 2026-51 Transfer of Catherine Street Lots	Complete execution and registration of documents associated with the transfer of the Catherine Street Lots	<i>Completed</i>
June 15, 2026	Sixth Street Watermain and Sanitary Sewer Rehabilitation Project – Tender Results and Recommendation	Proceed with project implementation and contract with Villeneuve Construction Co. Ltd.	<i>Town engineer is finalizing contract with Villeneuve Construction and will be forwarded to all parties for review and signature.</i>
June 15, 2026	Meeting Reconvene and Report from Closed	Calculate 3.5% salary increase retro-active to June 1, 2026 and forward to Kayline prior to next pay period end for implementation	<i>Completed</i>
<b>OFFICE OF THE CLERK</b>			
Sept. 2, 2025	Ownership and Use of Land Behind the Community Centre – Storage of Personal Items	Send letter to concerned residents that municipal property is not to be used for personal storage purposes	<i>In Progress – Item continues to be pushed to a future meeting since it was requested that all members of council should be present.</i>
Sept. 15, 2025	Community TV – Reg Lamy Cultural Centre Advertising Rates	Draft an advertising policy for the Arena Community TV	<i>In Progress – Drafting of the new Policy has begun but put aside for the moment as other items of more priority were identified.</i>
October 6, 2025	Municipal Concern Case #2025-65 – Public Concern Regarding Bear Management – Clarification of Practices and Recommendations for Attractant Management	Draft Municipal Bear Wise By-law for Council's consideration in the near future.	<i>Not Started – aiming to have this by-law ready for Council's consideration prior to Fall 2026.</i>
June 1, 2026	Approval of Agenda	Prepare declaration of vacancy and report to fill vacancy to June 15 <sup>th</sup> Council Meeting	<i>Completed</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026

June 1, 2026	Request for Support – Town of Halton Hills – Review of Provincial-Municipal Fiscal Framework	Send support resolution to identified stakeholders	<i>Completed</i>
June 1, 2026	Support Resolution – The Corridor Voice	Send support resolution to the Corridor Voice	<i>Completed</i>
June 1, 2026	By-Law No. 2026-43 – Execution of Collective Agreement	Order printed books of Collective Agreement and provide UNIFOR with .Word and .PDF versions.	<i>Completed</i>
June 1, 2026	By-Law No. 2026-44 – Assignment and Assumption Agreement – Smooth Rock Falls Senior Housing Project	Sign Agreement and send to Descon and SRF Attainable Housing Corp.	<i>Completed</i>
June 15, 2026	By-Law No. 2026-48 License Agreement with Arctic Riders	Sign Agreement and forward to Arctic Riders	<i>Completed</i>
June 15, 2026	Declaration of Vacancy and Appointment Process	Arrange orientation materials and access to municipal systems as required	<i>Completed</i>
June 15, 2026	Declaration of Vacancy and Appointment Process	Update all municipal records, committee appointments, contact lists, website information, and Council membership records to reflect the appointment of Councillor Jean Couture	<i>Completed</i>
<b>OFFICE OF THE PUBLIC WORKS COORDINATOR</b>			
May 20, 2025	April 2025 Monthly Administration Highlights and Community Suggestions	Research on possible locations for the dumping station. Bring back to Council with a report on various possible locations	<i>On Hold – Developer of 251 Hwy 11 has confirmed hosting the RV dumping station on at the business</i>
August 18, 2025	Prolonged Power Interruption - Establishing a Cooling/Warmer Centres	Conduct a review of the Emergency Plan; Assess the Town's capacity to support residents during extended power outages	<i>In Progress – The review of the Emergency Response Plan remains ongoing. Further updates will be provided once the assessment is</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026

			<i>complete and recommendations are ready for Council's consideration.</i>
August 18, 2025	Parking Lot Entrance – Caisse Alliance Property	Proceed with the removal of the hump in the parking lot; include in 2026 budget	<i>In Progress – Currently working with Contractors for updated quotes and scheduling</i>
Sept. 15, 2025	Installation of Automated Flushing Systems with Programmable Timers at Dead-End Watermain Bleeders	Proceed with the installation of one automated flushing unit for 2025. Include a second unit in the 2026 municipal budget	<i>On Hold – Excavation &amp; installation planned for July 7<sup>th</sup> – Cloutierville Road bleeder; &amp; July 14<sup>th</sup> for end of Main Street bleeder. Coordinated work, to be done with OCWA.</i>
Oct. 6, 2025	Municipal Concern Case #2025-65 – Public Concern Regarding Bear Management – Clarification of Practices and Recommendations for Attractant Management	Look into getting a cage modified for the trapping of mama bears with cubs.	<i>In Progress – No response received from MNRFP – redirected to MNRFP Integrated Resource Management Technical Specialist</i>
November 3, 2025		Bring back a report to Council on options for the catch basins on Catherine Street	<i>On Hold – No further updates available</i>
January 12, 2026	Yield Sign at First Avenue & Fourth Street	Monitor the intersection for traffic pattern changes and safety concerns. Log observations and report back to Council in July 2026 with observed deficiencies or hazards, if any.	<i>Completed</i>
February 2, 2026	Birch Place Road	Install signage at the entrance of Birch Place Road stating “Unassumed and Unmaintained Road Allowance – No Parking – Use at Own Risk”. Enforce prohibition of parking. Issue written notices to affected property owners outlining the Town’s authority and the approved restrictions.	<i>Completed</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026

March 16, 2026	Snow Removal Practices – Depositing Snow Across Municipal Roadways	Bring back the matter to a future meeting when all of Council is in attendance	<i>In Progress – Item will be brought back to the April 7<sup>th</sup> meeting.</i>
June 1, 2026	Horse Manure on Municipal Streets – Policy Review and Council Direction	Draft letter to be sent to the owner requesting voluntary compliance	<i>Completed</i>
<b>OFFICE OF THE ECONOMIC DEVELOPMENT OFFICER</b>			
November 3, 2025	Results for Residential Housing Development Opportunities (EOI 2025-02)	Review the EOI terms and explore potential incentives or partnerships to attract residential developers. Also research and prepare a thorough presentation for Council on the various options for disposing of these properties. That this be brought back to Council once the budget has been adopted.	<i>Completed</i>
January 12, 2026	Update for Agreement of Purchase and Sale Extension Request for 7-9 Dupont St	Proceed with all required legal and administrative steps to re-transfer the property to the Town in accordance with the APS	<i>Completed</i>
May 6, 2026	Volunteer Recognition Event and Senior Luncheon	Plan and organize the Senior event in conjunction with the Volunteer Recognition Event	<i>Completed</i>
June 1, 2026	Residential Development Opportunities – EOI Review and Strategic Options	Undertake the necessary steps to facilitate the sale of 96 Second Ave, 87 Hollywood, 100 Hollywood, 107 Hollywood, 204 Ross Road, 166 Cloutierville Road and 71 Hollywood through a real estate brokerage and in compliance with the Town’s Disposition of Land By-Law	<i>Completed</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026

June 1, 2026	Residential Development Opportunities – EOI Review and Strategic Options	Re-advertise 15 Highway 11, 23 Highway 11, 186 Cloutierville Road and 7-9 Dupont St through a second EOI process under the same terms and conditions.	<i>Completed</i>
June 15, 2026	May 2026 Monthly Administrative Highlights and Community Suggestions	Identify possible locations for a children’s skate park to incorporate in the NOHFC funding application for the tennis court project	<i>In-Progress</i>
June 15, 2026	Hydro One Community Partnership Grant Application – Emergency Operations Control Centre Backup Generator	Prepare and submit the grant application for the emergency operations control centre backup generator	<i>Completed</i>
June 15, 2026	Municipal Accommodation Tax (MAT) Funding Applications	Confirm eligibility of all applicants and bring back to Council at the July 6 <sup>th</sup> meeting.	<i>In-Progress</i>
June 15, 2026	312 Main Street – Compliance with Agreement of Purchase and Sale	Bring back to the August 4 <sup>th</sup> meeting with update on construction progress.	<i>In-Progress</i>

Prepared by: Nathalie Vachon, Municipal Clerk – May 27, 2026





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260188

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Correspondence  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** the following correspondence be received and filed accordingly:

1. Memorandum from Assistant Deputy Minister, Public Safety Division, in relations to OPP Board and the upcoming municipal elections

**Attachments:**

[26-0032 - All Chiefs Memo - Police Service Board and OPP Detachment Board Members and Elections](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 29 Jun 2026  
Nathalie Vachon, Municipal Clerk      Approved - 29 Jun 2026

**Ministry of the Solicitor General**

Public Safety Division

25 Grosvenor St.  
12<sup>th</sup> Floor  
Toronto ON M7A 2H3

Telephone: (416) 314-3377  
Facsimile: (416) 314-4037

**Ministère du Solliciteur général**

Division de la sécurité publique

25 rue Grosvenor  
12<sup>e</sup> étage  
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**MEMORANDUM TO:**

All Chiefs of Police and  
Commissioner Thomas Carrique  
Chairs, Police Service Boards and OPP Detachment  
Boards

**FROM:**

Ken Weatherill  
Assistant Deputy Minister  
Public Safety Division

**SUBJECT:**

**Police Service Board and OPP Detachment Board  
Members and Elections**

<b>DATE OF ISSUE:</b>	<b>June 11, 2026</b>
<b>CLASSIFICATION:</b>	<b>General Information</b>
<b>RETENTION:</b>	<b>Indefinite</b>
<b>INDEX NO.:</b>	<b>26-0032</b>
<b>PRIORITY:</b>	<b>Normal</b>

All members of a municipal police service board who will be running in the upcoming municipal elections in October 2026 should review [O. Reg. 408/23: Code of Conduct for Police Service Board Members](#).

Likewise, members of an Ontario Provincial Police (OPP) detachment board should review [O. Reg. 409/23: Code of Conduct for O.P.P. Detachment Board Members](#).

The ministry advises that a board member should disclose to the police service board or OPP detachment board their decision to be a candidate in a municipal election as soon as possible. Police service board members appointed by Lieutenant Governor in Council (LGIC) or Minister, as well as OPP detachment board members appointed by the Minister must inform the ministry as soon as possible. Please contact Gita Ramburuth, Appointments Officer, Training Strategy and Development Unit, Public Safety Division at [gita.ramburuth@ontario.ca](mailto:gita.ramburuth@ontario.ca) and [Minister.SOLGEN@ontario.ca](mailto:Minister.SOLGEN@ontario.ca).

Board members who are candidates in the October 2026 municipal election should also consider whether being a candidate creates a conflict of interest as defined in O. Reg. 408/23 and O. Reg. 409/23. "Conflict of interest" is defined as a situation in which the board member's private interests or personal relationships place, or may reasonably be perceived to place, the member in conflict with their duties as a member of the board. If a board member does have a conflict of interest, they must promptly disclose this.

.../2

In addition, they must not participate in discussion of or voting with respect to matters at board meetings if they have a conflict of interest in the matter.

A police service board or OPP detachment board may have its own rules and procedures related to the political activity of its members that should be reviewed. Police service boards and OPP detachment boards may develop rules or procedures pursuant to s. 46 (1) and s. 67 (6) of the [Community Safety and Policing Act, 2019 \(CSPA\)](#).

Should a board member be elected to local office, the board member should consider notifying their police service board or OPP detachment board immediately, to determine next steps. Should a police service board member appointed by LGIC or Minister, or OPP detachment board member appointed by the Minister be elected to local office, the board member must notify the ministry immediately.

Inspector General of Policing (IG), Ryan Teschner, will be issuing an Advisory Bulletin in the coming weeks outlining key statutory obligations for police service board members and OPP detachment board members under the CSPA and its regulations, with a particular focus on board accountability and compliance requirements, as well as other applicable legislation.

Advisory Bulletins constitute the IG's advice pursuant to section 102 (4) of the CSPA and are intended to serve as a resource for the sector by offering the IG's general interpretation of various provisions of the CSPA. This Advisory Bulletin will be distributed by the Office of the Inspector General.

Sincerely,



Ken Weatherill  
Assistant Deputy Minister  
Public Safety Division

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

Ryan Teschner  
Inspector General of Policing





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260184

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-52 - Signing Officers  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-52, being a by-law to authorize signing officers for the municipal corporation of the Town of Smooth Rock Falls be read a first, second and third time and finally passed this 6th day of July, 2026.

**Summary:**

Council recently filled the vacant Council seat through the appointment of Councillor Jean Couture. As a result, the Town's banking signing authority by-law must be updated to reflect the current composition of Council.

**Attachments:**

[By-Law No. 2026-52; Signing Authorities](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 19 Jun 2026  
Nathalie Vachon, Municipal Clerk      Approved - 29 Jun 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK  
FALLS**

**BY-LAW # 2026-52**

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**BEING A BY-LAW TO AUTHORIZE SIGNING OFFICERS FOR THE MUNICIPAL  
CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS**

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**WHEREAS** Council of the Corporation of the Town of Smooth Rock Falls deems it desirable to amend *Authorized Signing Officers* for the municipal corporation for banking purposes.

**NOW THEREFORE** Council of the Corporation of the Town of Smooth Rock Falls enacts that the following persons be authorized as signing officers for the municipal corporation for banking purposes effective July 6, 2026:

1. Mayor, Patrick Roberts
2. Councillor, Leslie Gagnon
3. Councillor, Daniel Alie
4. Councillor, Denise Pelletier
5. Councillor, Jean Couture
6. CAO-Treasurer, Yvan Marchand
7. Economic Development Officer, Shannon Piper

1. THAT two signatures be required at all times, one being from an elected official and the other being from an appointed official.

2. THAT By-Law No. 2024-42 is hereby repealed.

3. THAT this By-law shall come into force and take effect upon its passing.

**READ** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day July, 2026.

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**MAYOR**

Patrick Roberts

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**MUNICIPAL CLERK**

Nathalie Vachon



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260191

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-53 - Establishment of a Municipal Capital Facilities Program  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-53, being a by-law to establish a Municipal Capital Facilities Program for Municipal Housing Project Facilities pursuant to Section 110 of the *Municipal Act, 2001*, be read a first, second and third time and finally passed this 6th day of July, 2026.

**Purpose:**

The purpose of this report is to recommend the establishment of a Municipal Capital Facilities Program (MCFP) to enable the Town to provide financial and other assistance in support of municipal housing project facilities, in accordance with Section 110 of the *Municipal Act, 2001* and Ontario Regulation 603/06.

**Summary:**

Council has identified attainable housing as a strategic priority and has taken significant steps toward facilitating the development of new attainable housing within the municipality.

Under Section 110 of the *Municipal Act, 2001*, municipalities may establish a Municipal Capital Facilities Program and enter into Municipal Capital Facilities Agreements for eligible projects. Ontario Regulation 603/06 specifically identifies municipal housing project facilities as an eligible class of municipal capital facilities.

Establishing this program provides the legislative framework necessary for the Town to support eligible housing projects through agreements approved by Council.

**Analysis:**

The proposed by-law establishes the Town's Municipal Capital Facilities Program and outlines:

- the purpose and application of the program;
- eligibility requirements for municipal housing projects;
- the types of financial and non-financial assistance Council may provide where authorized by legislation;
- the requirement that all assistance be supported by a Council-approved Municipal Capital Facilities Agreement;
- accountability, reporting and compliance requirements;
- administration of the program by the CAO-Treasurer and Municipal Clerk; and

- Council's continuing authority over all approvals involving municipal assistance and agreements.

It is important to note that adoption of this by-law **does not automatically provide funding or assistance to any project**. Rather, it establishes the legislative framework under which Council may consider future Municipal Capital Facilities Agreements on a case-by-case basis.

The by-law also recognizes the independent governance of the Smooth Rock Falls Attainable Housing Corporation while ensuring appropriate municipal oversight through Council-approved agreements and accountability measures.

**Attachments:**

[By-Law No. 2026-53; Establish a Municipal Capital Facilities Program](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 02 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK  
FALLS**

**BY-LAW # 2026-53**

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**BEING A BY-LAW TO ESTABLISH A MUNICIPAL CAPITAL FACILITIES  
PROGRAM FOR MUNICIPAL HOUSING PROJECT FACILITIES PURSUANT TO  
SECTION 110 OF THE MUNICIPAL ACT, 2001**

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**WHEREAS** Section 110 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to enter into agreements for the provision of municipal capital facilities and to provide financial or other assistance in accordance with that section;

**AND WHEREAS** Ontario Regulation 603/06, as amended, made under the *Municipal Act, 2001*, prescribes municipal housing project facilities as a class of municipal capital facilities for the purpose of section 110 of the *Municipal Act, 2001*;

**AND WHEREAS** Council recognizes that the availability of attainable housing is essential to the social, economic and long-term sustainability of the Town of Smooth Rock Falls;

**AND WHEREAS** Council has determined that encouraging the development and long-term operation of attainable housing within the municipality serves an important municipal purpose and is in the public interest;

**AND WHEREAS** Council considers it desirable to establish a Municipal Capital Facilities Program to facilitate attainable housing projects through Municipal Capital Facilities Agreements entered into pursuant to section 110 of the *Municipal Act, 2001*.

**NOW THEREFORE** Council of the Corporation of the Town of Smooth Rock Falls enacts as follows:

## **1. SHORT TITLE, PURPOSE AND APPLICATION**

**1.01 Short Title**

This By-law may be cited as the “Municipal Capital Facilities By-law”.

**1.02 Purpose**

The purpose of this By-law is to establish a Municipal Capital Facilities Program that enables the Town to encourage, facilitate and support the development, provision and long-term operation of Municipal Capital Facilities through Municipal Capital Facilities Agreements entered into pursuant to section 110 of the *Municipal Act, 2001*.

**1.03 Application**

This By-law applies to all Municipal Capital Facilities Agreements entered into by the Town pursuant to section 110 of the *Municipal Act, 2001* respecting Municipal Capital Housing Project Facilities prescribed under Ontario Regulation 603/06, as amended.

**1.04 Interpretation**

This By-law shall be interpreted in a manner consistent with the *Municipal Act, 2001*, Ontario Regulation 603/06 and all other applicable legislation.

Where a provision of this By-law conflicts with the *Municipal Act, 2001* or any other applicable legislation, the provisions of the legislation shall prevail to the extent of the conflict.

Nothing contained in this By-law shall be interpreted as obligating the Town to enter into a Municipal Capital Facilities Agreement or to provide financial or other assistance under section 110 of the *Municipal Act, 2001*. The provision of any assistance pursuant to this By-law shall be at the sole discretion of Council and subject to the execution of a Municipal Capital Facilities Agreement.

## 2. DEFINITIONS

### 2.01 **Definitions**

In this By-Law:

“**Act**” means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

“**Attainable Housing**” means residential housing that is intended to provide safe, suitable and attainable accommodation for individuals or households whose housing needs cannot reasonably be met by the local housing market, as determined by Council or as may be established through a Municipal Capital Facilities Agreement.

“**Council**” means the Council of the Corporation of the Town of Smooth Rock Falls.

“**Housing Corporation**” means the Smooth Rock Falls Attainable Corporation and includes any lawful successor approved by Council.

“**Municipal Capital Facilities Agreement**” means an agreement entered into between the Town and a Housing Corporation pursuant to section 110 of the *Municipal Act, 2001* respecting the provision of a Municipal Capital Facility.

“**Project Lands**” means the lands upon which a Municipal Capital Facility is or is proposed to be located, as identified in a Municipal Capital Facilities Agreement or any schedule thereto.

“**Town**” means the Corporation of the Town of Smooth Rock Falls.

## 3. MUNICIPAL CAPITAL FACILITIES PROGRAM

### 3.01 **Establishment of Program**

A Municipal Capital Facilities Program is hereby established for the purpose of encouraging, facilitating and supporting the development, provision and long-term operation of Municipal Capital Facilities within the Town of Smooth Rock Falls.

### 3.02 **Municipal Purpose**

Council hereby declares that the provision of Municipal Capital Facilities contributes to the health, safety, economic well-being and overall quality of life of the residents of the Town and serves a legitimate municipal purpose.

### 3.03 **Eligible Projects**

Council may, in its sole discretion, designate a proposed Municipal Housing Project Facility as eligible to receive assistance under this By-law where Council is satisfied that the proposed project:

- a) serves a municipal purpose;

- b) supports the objectives of the Municipal Capital Facilities Program;
- c) contributes to the availability of attainable housing within the municipality;
- d) complies with all applicable municipal by-laws, provincial legislation and any other applicable law; and
- e) is supported by a Municipal Capital Facilities Agreement approved by Council.

**3.04 Council Authority**

Council may, by resolution, approve participation in the Municipal Capital Facilities Program and authorize the execution of a Municipal Capital Facilities Agreement in accordance with this By-law.

**3.05 No Entitlement**

Nothing in this By-law shall be construed as creating a right or entitlement to receive municipal assistance or to enter into a Municipal Capital Facilities Agreement.

The provision of financial or other assistance pursuant to this By-law shall be at the sole discretion of Council and subject to such terms and conditions as Council may impose.

**3.06 Limitation**

Participation in the Municipal Capital Facilities Program shall not exempt any person or organization from complying with any applicable federal or provincial legislation, municipal by-law, approval, permit or agreement.

**4. ELIGIBILITY AND MUNICIPAL ASSISTANCE**

**4.01 Eligibility**

Council may, in its sole discretion, determine whether a proposed Municipal Capital Facility is eligible to participate in the Municipal Capital Facilities Program established by this By-law.

In determining eligibility, Council may consider, among other matters:

- a) whether the proposed project serves a municipal purpose;
- b) whether the proposed project contributes to the availability of attainable housing within the Town;
- c) whether the proposed project is financially viable;
- d) whether the applicant has demonstrated the capacity to develop, own, operate and maintain the proposed Municipal Capital Facility;
- e) whether the proposed project is consistent with the Town's strategic objectives and applicable planning documents; and
- f) any other matter Council considers relevant.

**4.02 Municipal Assistance**

Subject to the *Municipal Act, 2001*, Ontario Regulation 603/06 and any other applicable legislation, Council may authorize one or more of the following forms of financial or other assistance in support of a Municipal Capital Facility:

- a) the sale, transfer or lease of municipal land or interests in land;
- b) the giving, lending or guaranteeing of money, including the provision of loan guarantees where authorized by law;
- c) the provision of grants or financial contributions;
- d) the provision of municipal services, materials, equipment or other in-kind assistance;

- e) the exemption of all or part of municipal and school taxes, where authorized by law;
- f) the exemption or reduction of fees, charges or other costs imposed by the Town where authorized by law; and
- g) such other financial or non-financial assistance as may be authorized by the *Municipal Act, 2001* or any successor legislation.

**4.03 Conditions of Assistance**

No financial or other assistance shall be provided unless:

- a) Council has approved the assistance by resolution;
- b) the parties have entered into a Municipal Capital Facilities Agreement;
- c) the assistance is authorized by applicable legislation; and
- d) the recipient agrees to comply with the terms and conditions established by the Town.

**4.04 Limitations**

Nothing in this By-law shall require the Town to provide any form of financial or other assistance, and Council reserves the right to approve, refuse, amend or terminate any assistance in accordance with applicable legislation and the terms of any Municipal Capital Facilities Agreement.

**5. MUNICIPAL CAPITAL FACILITIES AGREEMENTS**

**5.01 Requirement for Agreement**

No financial or other assistance shall be provided pursuant to this By-law unless the Town has entered into a Municipal Capital Facilities Agreement with the Housing Corporation.

**5.02 Council Approval**

Every Municipal Capital Facilities Agreement shall be approved by Council by-law prior to its execution.

**5.03 Required Provisions**

Every Municipal Capital Facilities Agreement shall, at a minimum, address the following matters:

- a) the legal description of the Project Lands;
- b) the purpose and description of the Municipal Capital Facility;
- c) the term of the Agreement;
- d) the financial or other assistance to be provided by the Town;
- e) the obligations and responsibilities of the Housing Corporation;
- f) the reporting and accountability requirements applicable to the Housing Corporation;
- g) the maintenance, repair and operation of the Municipal Capital Facility;
- h) insurance requirements;
- i) default, remedies and termination;
- j) the repayment or recovery of municipal assistance in the event of default, where applicable;
- k) the registration of the Agreement on title, where determined appropriate by the Town;
- l) the assignment or transfer of the Agreement;
- m) dispute resolution procedures, where applicable; and
- n) such other terms and conditions as Council considers necessary or advisable.

**5.04 Corporate Independence**

Every Municipal Capital Facilities Agreement shall recognize that the Housing Corporation is an independent legal entity and shall not contain provisions that authorize the Town to direct or control the day-to-day governance, administration or operation of the Housing Corporation except where expressly authorized by law or necessary to protect the Town's interests under the Agreement.

**5.05 Additional Agreements**

Nothing in this By-law prevents the Town from entering into one or more additional agreements with a Housing Corporation, including but not limited to:

- a) an Oversight and Accountability Agreement;
- b) a Loan Guarantee Agreement;
- c) a Land Transfer Agreement;
- d) a Development Agreement; or
- e) any other agreement that Council considers necessary to facilitate or protect the Municipal Capital Facility.

**5.06 Registration**

Where considered appropriate by the Town, a Municipal Capital Facilities Agreement may be registered on title to the Project Lands at the Town's discretion.

**5.07 Amendments**

A Municipal Capital Facilities Agreement may be amended only by written agreement of the parties and with the approval of Council where required.

**6. CONDITIONS OF ASSISTANCE**

**6.01 General Conditions**

Any financial or other assistance provided by the Town pursuant to this By-law shall be subject to the terms and conditions established by Council and set out in the applicable Municipal Capital Facilities Agreement and any related agreements.

**6.02 Compliance**

The recipient of municipal assistance shall comply with:

- a) the provisions of this By-law;
- b) the Municipal Capital Facilities Agreement;
- c) all applicable federal and provincial legislation;
- d) all applicable municipal by-laws, policies, permits and approvals; and
- e) any additional conditions imposed by Council that are consistent with applicable legislation.

**6.03 Use of Municipal Assistance**

Municipal assistance provided pursuant to this By-law shall be used solely for the purposes identified in the applicable Municipal Capital Facilities Agreement and shall not be used for any unauthorized purpose.

**6.04 Continuing Eligibility**

The recipient shall remain eligible to receive municipal assistance only for so long as it complies with the terms and conditions of this By-law, the Municipal Capital Facilities Agreement and any related agreements.

**6.05 Suspension or Termination of Assistance**

Where the Town determines that the recipient has failed to comply with the terms of this By-law, the Municipal Capital Facilities Agreement or any related agreement, Council may suspend, terminate or require repayment of municipal assistance in accordance with the applicable agreement and any applicable legislation.

**6.06 No waiver**

The failure of the Town to enforce any provision of this By-law, a Municipal Capital Facilities Agreement or any related agreement shall not constitute a waiver of the Town's rights or remedies.

**6.07 Survival**

Any obligations respecting reporting, repayment of assistance, indemnification, insurance or any other obligations intended to survive the completion or termination of a Municipal Capital Facilities Agreement shall remain in full force and effect in accordance with the terms of the applicable agreement.

## **7. ADMINISTRATION**

**7.01 Administration**

The CAO-Treasurer and the Municipal Clerk are hereby authorized to administer this By-law and the Municipal Capital Facilities Program in accordance with the *Municipal Act, 2001*, Ontario Regulation 603/06, this By-law and any applicable Municipal Capital Facilities Agreement.

**7.02 Authority**

The CAO-Treasurer and Municipal Clerk may take such administrative actions as are necessary to implement this By-law, including:

- a) receiving and reviewing applications;
- b) coordinating the evaluation of proposed Municipal Capital Facilities;
- c) negotiating the terms of proposed Municipal Capital Facilities Agreements and related agreements;
- d) obtaining professional, legal, financial or technical advice as considered necessary;
- e) preparing reports and recommendations for Council's consideration; and
- f) administering and monitoring Municipal Capital Facilities Agreements following their execution.

**7.03 Council Approval**

Notwithstanding any provision of this By-law, the following matters shall require the prior approval of Council:

- a) approval of participation in the Municipal Capital Facilities Program;
- b) approval of any financial or other municipal assistance;
- c) approval of any Municipal Capital Facilities Agreement or amendment thereto;
- d) approval of any transfer or disposition of municipal land pursuant to the Program;
- e) approval of any loan guarantee or other financial commitment by the Town; and
- f) approval of any material amendment to an agreement entered into pursuant to this By-law.

**7.04 Delegation**

Nothing in this By-law shall be construed as limiting the authority of Council to delegate administrative powers and duties in accordance with the *Municipal Act, 2001* and the Town's Delegation of Authority By-law.

**7.05 Records**

The Municipal Clerk shall maintain the official records of all Municipal Capital Facilities Agreements and related by-laws and shall ensure such records are retained in accordance with the Town's records retention policies and applicable legislation.

## **8. DEFAULT AND RECOVERY**

**8.01 Default**

A recipient of municipal assistance shall be deemed to be in default where the recipient:

- a) fails to comply with the provisions of this By-law;
- b) fails to comply with the terms and conditions of a Municipal Capital Facilities Agreement or any related agreement;
- c) ceases to satisfy the eligibility requirements established by Council;
- d) provides false or misleading information to the Town in connection with the Municipal Capital Facilities Program; or
- e) is otherwise in default of any obligation respecting the Municipal Capital Facility.

**8.02 Notice of Default**

Where the Town determines that a default has occurred, the Town may provide written notice to the recipient identifying the nature of the default and the corrective action required.

Where the default is capable of being remedied, the recipient shall be afforded a reasonable opportunity to remedy the default in accordance with the applicable Municipal Capital Facilities Agreement.

**8.03 Recovery of Municipal Assistance**

Where a default is not remedied within the time permitted under the applicable Municipal Capital Facilities Agreement, Council may, subject to the terms of that Agreement and applicable legislation:

- a) suspend or terminate any financial or other municipal assistance;
- b) require repayment of all or part of the financial or other assistance provided by the Town;
- c) enforce any security or remedies available to the Town under the Municipal Capital Facilities Agreement or any related agreement;
- d) pursue any other remedy available at law or in equity.

**8.04 Cumulative Remedies**

The rights and remedies available to the Town under this By-law are cumulative and are in addition to any rights or remedies available under a Municipal Capital Facilities Agreement, any related agreement, the *Municipal Act, 2001* or any other applicable legislation.

**8.05 No Waiver**

The failure of the Town to exercise any right or remedy under this By-law shall not constitute a waiver of that right or remedy.

**8.06 Costs**

Where the Town incurs costs in enforcing this By-law or any Municipal Capital Facilities Agreement, the Town may recover such costs from the recipient where authorized by the applicable agreement or by law.

**9. GENERAL**

**9.01 Severability**

If any provision or part of this By-law is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

**9.02 Conflict**

In the event of a conflict between this By-law and the *Municipal Act, 2001*, Ontario Regulation 603/06 or any other applicable legislation, the provisions of the applicable legislation shall prevail to the extent of the conflict.

**9.03 No Limitation**

Nothing in this By-law shall be interpreted as limiting or restricting any authority, power or discretion otherwise available to the Town under the *Municipal Act, 2001* or any other applicable legislation.

**9.04 Amendments**

This By-law may only be amended or repealed by a by-law enacted by Council.

**9.05 Headings**

The headings contained in this By-law are for convenience only and shall not affect the interpretation of this By-law.

**9.06 References**

References in this By-law to any statute, regulation, by-law, agreement or policy shall include any successor legislation, amendments or replacements thereto.

**9.07 Gender and Number**

Words importing the singular include the plural and vice versa where the context requires. Words importing one gender include all genders.

**9.08 Effective Date**

This By-law shall come into force and take effect on the day it is passed.

**READ** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day July, 2026.

\_\_\_\_\_  
**MAYOR**  
Patrick Roberts

\_\_\_\_\_  
**MUNICIPAL CLERK**  
Nathalie Vachon



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260192

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-54 - Execution of Municipal Capital Facilities Agreement  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-54, being a by-law to authorize the execution of a Municipal Capital Facilities Agreement between the Town of Smooth Rock Falls and the Smooth Rock Falls Attainable Housing Corporation, be read a first, second and third time and finally passed this 6th day of July, 2026.

**Purpose:**

The purpose of this report is to obtain Council approval to execute a Municipal Capital Facilities Agreement (MCFA) with the Smooth Rock Falls Attainable Housing Corporation in accordance with Section 110 of the *Municipal Act, 2001* and the Town's Municipal Capital Facilities Program.

**Summary:**

The proposed Municipal Capital Facilities Agreement represents the next step in implementing Council's attainable housing initiative by establishing the respective rights, responsibilities and obligations of both the Town and the Smooth Rock Falls Attainable Housing Corporation.

**Analysis:**

Section 110 of the *Municipal Act, 2001* authorizes municipalities to enter into Municipal Capital Facilities Agreements respecting eligible municipal housing projects. Ontario Regulation 603/06 further prescribes municipal housing project facilities as an eligible class of municipal capital facilities.

The proposed agreement provides the legal framework governing the development, ownership and long-term operation of the attainable housing project. It establishes the terms under which the Town may provide municipal assistance while ensuring appropriate accountability and protecting the municipality's interests.

The agreement has been prepared to:

- establish the responsibilities of both parties;
- outline the municipal assistance being provided;
- establish reporting and accountability requirements;
- protect the Town's financial and legal interests;
- ensure compliance with the *Municipal Act, 2001* and applicable legislation; and
- recognize the Smooth Rock Falls Attainable Housing Corporation as an independent legal entity responsible for the ownership and operation of the housing project.

**Attachments:**

[By-Law No. 2026-54; Authorize Execution of Municipal Capital Facilities Agreement](#)  
[Municipal Capital Facilities Agreement - NV TRACKED](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 03 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 03 Jul 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK  
FALLS**

**BY-LAW # 2026-54**

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**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A MUNICIPAL CAPITAL  
FACILITIES AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF  
SMOOTH ROCK FALLS AND THE SMOOTH ROCK FALLS ATTAINABLE  
HOUSING CORPORATION**

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**WHEREAS** Section 110 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to enter into agreements respecting Municipal Capital Facilities;

**AND WHEREAS** Ontario Regulation 603/06, as amended, made under the *Municipal Act, 2001*, prescribes municipal housing project facilities as a class of Municipal Capital Facilities for the purposes of section 110 of the Act;

**AND WHEREAS** Council enacted By-law No. 2026-53 establishing a Municipal Capital Facilities Program and authorizing the Town to enter into Municipal Capital Facilities Agreements;

**AND WHEREAS** the Council of The Corporation of the Town of Smooth Rock Falls considers it desirable and in the public interest to enter into a Municipal Capital Facilities Agreement with the Smooth Rock Falls Attainable Housing Corporation respecting the development, ownership and operation of a Municipal Housing Project Facility within the Town;

**NOW THEREFORE** Council of the Corporation of the Town of Smooth Rock Falls enacts as follows:

1. THAT the Municipal Capital Facilities Agreement between The Corporation of the Town of Smooth Rock Falls and the Smooth Rock Falls Attainable Housing Corporation, attached hereto as **Schedule "A"** and forming part of this By-law, is hereby approved.
2. THAT the Mayor and Municipal Clerk are hereby authorized and directed to execute the Municipal Capital Facilities Agreement substantially in the form attached as Schedule "A".
3. THAT the Mayor, Municipal Clerk and such other municipal officials as may be required are hereby authorized to execute such additional documents and to take such actions as may be necessary to give effect to this By-law and the Municipal Capital Facilities Agreement.
4. THAT this By-law shall come into force and take effect upon its passing.

**READ** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day July 2026.

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**MAYOR**  
Patrick Roberts

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**MUNICIPAL CLERK**  
Nathalie Vachon



**MUNICIPAL CAPITAL FACILITIES AGREEMENT**

**Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation**

**THIS MUNICIPAL CAPITAL FACILITIES AGREEMENT**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS**

**(the "Town")**

**and**

**SMOOTH ROCK FALLS ATTAINABLE HOUSING CORPORATION**

**(the "Housing Corporation")**

**WHEREAS** section 110 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the "Act"), authorizes municipalities to enter into agreements for the provision of Municipal Capital Facilities and to provide financial or other assistance in accordance with the Act;

**AND WHEREAS** Ontario Regulation 603/06, as amended, made under the *Municipal Act, 2001*, prescribes municipal housing project facilities as a class of Municipal Capital Facilities for the purposes of section 110 of the Act;

**AND WHEREAS** the Town has enacted By-law No. 2026-53 establishing a Municipal Capital Facilities Program and authorizing the Town to enter into Municipal Capital Facilities Agreements for Municipal Housing Project Facilities;

**AND WHEREAS** the Housing Corporation is an independent not-for-profit corporation incorporated for the purpose of developing, owning, operating and maintaining attainable housing within the Town of Smooth Rock Falls;

**AND WHEREAS** the Housing Corporation has proposed the development of a twenty (20) unit attainable housing project consisting exclusively of two-bedroom rental units intended for occupancy by residents fifty-five (55) years of age and older on the lands legally described in Schedule "A" attached hereto (the "Project Lands");



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

**AND WHEREAS** Council has determined that the Project will provide a significant public benefit by increasing the supply of attainable housing, supporting the needs of older adults, strengthening the local economy and contributing to the long-term sustainability of the community;

**AND WHEREAS** in furtherance of its Municipal Capital Facilities Program, the Town has agreed to provide certain financial and non-financial assistance in support of the Project, including, without limitation, the transfer of the Project Lands and a municipal loan guarantee, subject to the terms and conditions of this Agreement and all related agreements;

**AND WHEREAS** the Parties acknowledge that the Housing Corporation is an independent legal entity and that nothing contained in this Agreement shall be interpreted as creating a parent corporation, subsidiary, agency, partnership, joint venture or other relationship that would permit the Town to direct or control the governance, administration or day-to-day operations of the Housing Corporation;

**AND WHEREAS** the Parties intend that this Agreement govern the designation of the Project as a Municipal Capital Facility, the municipal assistance provided by the Town, and the use of the Project Lands, while governance, financial accountability and operational oversight shall be governed by the Oversight and Accountability Agreement and any other related agreements entered into between the Parties;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires:

“Act” means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.

“Agreement” means this Municipal Capital Facilities Agreement, including, without limitation, all schedules attached hereto, as amended from time to time in writing.

“Applicable Law” means all applicable federal, provincial and municipal statutes, regulations, by-laws, orders, approvals, permits and legal requirements applicable to the Project or the Project Lands.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

“Attainable Housing” means rental housing that is intended to be offered at rental rates established by the Housing Corporation in accordance with its approved housing policies, taking into consideration local market conditions, project operating costs and the objective of providing housing that is reasonably affordable to moderate-income households within the Town.

“By-law” means Town of Smooth Rock Falls By-law No. 2026-53, being the Municipal Capital Facilities By-law, as amended from time to time.

“Council” means the Council of the Corporation of the Town of Smooth Rock Falls.

“Housing Corporation” means the Smooth Rock Falls Attainable Housing Corporation.

“Municipal Assistance” means the financial and non-financial assistance provided by the Town pursuant to this Agreement, including, without limitation, the transfer of the Project Lands, the municipal loan guarantee and any other assistance approved by Council.

“Municipal Capital Facility” means the Municipal Housing Project Facility designed pursuant to this Agreement and the By-law.

“Municipal Capital Facilities Program” means the Municipal Capital Facilities Program established by the By-law.

“Municipal Loan Guarantee” means the guarantee provided by the Town in support of the financing obtained by the Housing Corporation for the Project, as approved by Council and documented under separate agreement.

“Oversight Agreement” means the Oversight and Accountability Agreement entered into between the Town and the Housing Corporation, as amended from time to time.

“Parties” means collectively the Town and the Housing Corporation, and “Party” means either one of them.

“Project” means the development, construction, ownership, operation and maintenance of the twenty (20) unit attainable housing development described in this Agreement.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

“Project Lands” means the lands legally described in Schedule “A” attached hereto.

“Town” means the Corporation of the Town of Smooth Rock Falls.

## 2. PURPOSE & OBJECTIVE

2.01 The purpose of this Agreement is to establish the terms and conditions upon which the Town shall designate the Project as a Municipal Capital Facility and provide Municipal Assistance to the Housing Corporation pursuant to section 110 of the *Municipal Act, 2001*, Ontario Regulation 603/06, the Municipal Capital Facilities By-law and this Agreement.

2.02 The parties acknowledge that this Agreement is intended to:

- a) facilitate the development, construction, ownership, operation and long-term maintenance of the Project as a Municipal Capital Facility;
- b) establish the nature and extent of the Municipal Assistance to be provided by the Town in support of the Project;
- c) establish the conditions governing the transfer, use and continued ownership of the Project Lands;
- d) ensure that the Municipal Assistance provided by the Town is utilized solely for the purposes contemplated by this Agreement;
- e) protect the Town’s financial and proprietary interests while recognizing the Housing Corporation as an independent legal entity; and
- f) promote the long-term availability of attainable housing within the Town of Smooth Rock Falls.

2.03 The Parties acknowledge that this Agreement forms one component of the overall legal framework governing the Project and shall be read together with the Municipal Capital Facilities By-law, the Oversight and Accountability Agreement, the Municipal Loan Guarantee and any other agreements entered into between the Parties in connection with the Project.

For greater certainty, this Agreement governs the designation of the Municipal Capital Facility, the Municipal Assistance provided by the Town and the ownership, use and disposition of the Project Lands, while matters respecting governance, financial accountability, reporting obligations and operational oversight are governed by the Oversight and Accountability Agreement and any other applicable agreements.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 2.04 Nothing contained in this Agreement shall be interpreted as creating a parent corporation subsidiary, agency, partnership, joint venture or other relationship whereby the Town exercises operational control over the Housing Corporation.

The Housing Corporation shall remain an independent legal entity responsible for its own governance, management, financial affairs and day-to-day operations, subject only to the terms of this Agreement and any related agreements entered into between the Parties.

### 3. DESIGNATION OF MUNICIPAL CAPITAL FACILITY

- 3.01 The Town hereby designates the Project as a Municipal Capital Facility pursuant to section 110 of the *Municipal Act, 2001*, Ontario regulation 603/06 and the Municipal Capital Facilities By-law.
- 3.02 The Parties acknowledge and agree that the Project serves a legitimate municipal purpose by:
- a) increasing the availability of attainable housing within the Town;
  - b) providing safe, suitable and attainable housing opportunities for older adults;
  - c) supporting the long-term social, economic and environmental sustainability of the community;
  - d) encouraging residents to remain within the community as their housing needs change; and
  - e) contributing to the overall health, well-being and vitality of the Town.
- 3.03 The Municipal Capital Facility designated under this Agreement consists of:
- a) the Project Lands described in Schedule "A";
  - b) the residential buildings, structures and improvements constructed thereon;
  - c) all municipal infrastructure, parking areas, landscaped areas, walkways and other site improvements associated with the Project; and
  - d) all other work forming part of the Project approved by the Town and constructed in accordance with applicable legislation and municipal approvals.
- 3.04 The designation of the Project as a Municipal Capital Facility shall remain in effect for the duration of this Agreement unless terminated in accordance with the provisions of this Agreement or by operation of law.
- 3.05 The Housing Corporation acknowledges that the Municipal Assistance provided by the Town is predicated upon the continued operation of the Project as a Municipal Capital Facility serving the municipal purpose described in this Agreement.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

Where the Project ceases to operate as a Municipal Capital Facility or ceases to serve the municipal purpose for which Municipal Assistance was provided, the Town shall be entitled to exercise its rights and remedies under this Agreement and any related agreements.

#### 4. DESCRIPTION OF THE PROJECT

- 4.01 The Housing Corporation shall develop, construct, own, operate and maintain an attainable housing development on the Project Lands consisting of approximately twenty (20) self-contained residential rental units together with all associated buildings, structures, parking areas, landscaping, municipal services, utilities and site improvements (the “Project”).
- 4.02 The Project shall be developed and operated for the primary purpose of providing attainable rental housing for older adults within the Town of Smooth Rock Falls in accordance with this Agreement, the Municipal Capital Facilities By-law, the Oversight and Accountability Agreement and all applicable legislation.
- 4.03 The parties acknowledge that, at the time of execution of this Agreement, the Project is intended to include:
- a) twenty (20) residential rental units;
  - b) two-bedroom residential units;
  - c) residential accommodation intended primarily for individuals fifty-five (55) years of age and older;
  - d) common areas and facilities intended for the use and enjoyment of residents; and
  - e) associated parking, landscaping, walkways, municipal services and other site improvements necessary for the operation of the Project.
- 4.04 The Project shall be substantially developed in accordance with the plans, drawings and specifications approved by the Town and all applicable regulatory authorities, as such plans may be amended from time to time in accordance with applicable approvals.
- 4.05 The Housing Corporation shall ensure that the Project is designed, constructed, operated and maintained in compliance with:
- a) all applicable federal and provincial legislation;
  - b) all municipal by-laws, approvals and permits;
  - c) applicable building, fire, accessibility and environmental requirements;
  - d) the Municipal Capital Facilities Agreement;
  - e) the Oversight and Accountability Agreement; and
  - f) any other agreements entered into between the Parties relating to the Project.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 4.06 Nothing contained in this Agreement shall prevent reasonable alterations, improvements or modernization of the Project, provided such modifications:
- a) are consistent with the intended municipal purpose of the Project;
  - b) comply with all applicable legislation and municipal approvals; and
  - c) do not materially alter the nature of the Municipal Capital Facility without the prior approval of Council where such approval is otherwise required under this Agreement.

## 5. MUNICIPAL ASSISTANCE

- 5.01 Subject to the terms and conditions of this Agreement, the Municipal Capital Facilities By-law, the Oversight Agreement, and all applicable legislation, the Town agrees to provide certain financial and non-financial assistance to the Housing Corporation for the purpose of facilitating the development and long-term operation of the Project.
- 5.02 The Municipal Assistance provided by the Town may include, but is not limited to:
- a) the transfer of the Project Lands in accordance with this Agreement and any related transfer documents;
  - b) the provision of a municipal loan guarantee in support of financing obtained by the Housing Corporation, as approved by Council and documented under separate agreement;
  - c) the provision of municipal services, technical assistance or other in-kind support approved by Council;
  - d) such additional financial or non-financial assistance as may be approved by Council from time to time in accordance with applicable legislation.
- 5.03 Except as expressly provided in this Agreement or any related agreement, nothing contained herein shall obligate the Town to provide additional funding, financial assistance or operating subsidies to the Housing Corporation.
- 5.04 The Housing Corporation acknowledges and agrees that all Municipal Assistance provided by the Town is conditional upon:
- a) the continued operation of the Project as a Municipal Capital Facility;
  - b) compliance with this Agreement, the Oversight Agreement and all related agreements;
  - c) compliance with all applicable legislation, approval and permits; and
  - d) the continued use of the Project Lands for the municipal purpose contemplated by this Agreement.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 5.05 The Housing Corporation shall use the Municipal Assistance solely for the purposes of developing, constructing, owning, operating and maintaining the Project and for no other purpose unless otherwise approved in writing by the Town.
- 5.06 The Parties acknowledge and agree that the provision of Municipal Assistance by the Town shall not be interpreted as creating a partnership, joint venture, agency relationship or any ownership interest of the Town in the Housing Corporation or the Project, except to the extent expressly provided for in this Agreement or any related agreement.
- 5.07 Nothing in this Agreement prevents the Town from providing additional assistance to the Housing Corporation in the future, provided such assistance is authorized by Council and documented in accordance with applicable legislation.
- 5.08 Notwithstanding any other provision of this Agreement, where the Town has provided direct financial contributions, grants, forgivable loans, tax relief, fee exemptions, in-kind contributions having an assigned monetary value, or any other form of Municipal Assistance beyond the Municipal Loan Guarantee and the transfer of the Project Lands, and the Project ceases to operate as a Municipal Capital Facility or the Housing Corporation is in material default under this Agreement, the Town may, by resolution of Council, require the repayment of all or any portion of such Municipal Assistance, having regard to:
- a) the nature and amount of the Municipal Assistance provided;
  - b) the length of time the Project operated in accordance with this Agreement;
  - c) the circumstances giving rise to the default or cessation of the Project; and
  - d) any other factors Council considers relevant in the circumstances.

Any amount required to be repaid pursuant to this section shall constitute a debt owing to the Town and may be recovered by any lawful means available to the Town.

## 6. TRANSFER OF LANDS

- 6.01 The Parties acknowledge that the Town has transferred the Project Lands described in Schedule "A" to the Housing Corporation for the purpose of developing, constructing, owning, operating and maintaining the Project as a Municipal Capital Facility.
- 6.02 The Parties acknowledge that the Project Lands were transferred by the Town for nominal consideration pursuant to section 110(3) of the *Municipal Act, 2001*, the Municipal Capital Facilities By-law and this Agreement, in recognition of the significant public benefit to be achieved through the development and operation of the Project.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

6.03 The Housing Corporation acknowledges that it has had the opportunity to inspect the Project Lands and accepts the Project Lands in their present condition, subject only to the representations expressly contained in this Agreement or any transfer documents.

Except as expressly provided herein, the Town makes no representation or warranty respecting the physical condition, environmental condition, suitability for development or fitness of the Project Lands for any particular purpose.

6.04 Unless otherwise agreed in writing, the Housing Corporation shall be responsible for all costs associated with the transfer of the Project Lands, including, without limitation, registration costs, land transfer expenses, legal fees and any other costs associated with the conveyance, except those costs specifically assumed by the Town.

6.05 The Housing Corporation acknowledges that the transfer of the Project Lands is made solely for the purpose of establishing and operating the Municipal Capital Facility contemplated by this Agreement.

The Housing Corporation shall not use the Project Lands for any purpose inconsistent with this Agreement.

6.06 The Parties acknowledge that the transfer of the Project Lands forms part of a broader legal framework that includes the Municipal Capital Facilities By-law, the Oversight and Accountability Agreement, the Municipal Loan Guarantee and any other agreements entered into between the Parties relating to the Project.

## 7. PERMITTED USE

7.01 The Housing Corporation shall use the Project Lands solely for the development, construction, ownership, operation, maintenance and replacement of the Municipal Capital Facility described in this Agreement and for purposes reasonably incidental thereto.

7.02 The Housing Corporation acknowledges that the Project Lands are being transferred by the Town to facilitate the provision of attainable housing as a Municipal Capital Facility and agrees that the Project shall continue to serve that municipal purpose throughout the Term of this Agreement.

7.03 Without the prior written approval of Council, the Housing Corporation shall not use, or permit the Project Lands to be used, for any purpose that:

- a) is inconsistent with the municipal purpose identified in this Agreement;
- b) materially interferes with the operation of the Municipal Capital Facility;



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- c) is prohibited by applicable legislation or municipal by-laws; or
- d) would reasonably be expected to materially increase the Town's financial exposure as guarantor of the Project financing.

7.04 The Housing Corporation shall ensure that the Project Lands and all improvements thereon are developed, occupied, maintained and operated in compliance with all applicable federal and provincial legislation, municipal by-laws, permits, approvals and regulatory requirements.

7.05 Throughout the Term of this Agreement, the Housing Corporation shall maintain the Project Lands, building and improvements in a safe, functional and good state of repair, ordinary wear and tear excepted, and shall take all reasonable steps necessary to preserve the Municipal Capital Facility.

7.06 The Housing Corporation shall not materially change the principal use of the Project Lands without the prior written approval of Council.

For greater certainty, normal operational decisions respecting the administration and management of the Municipal Capital Facility shall not constitute a change in use.

7.07 Nothing contained in this section shall be interpreted as granting the Town authority to direct or control the day-to-day governance, administration, financial management or operation of the Housing Corporation.

The restrictions contained in this section are intended solely to preserve the municipal purpose for which the Project Lands were transferred and to protect the Municipal Assistance provided by the Town.

## 8. RESTRICTIONS ON DISPOSITION AND ENCUMBRANCES

8.01 The Housing Corporation shall not sell, convey, assign, transfer, lease, exchange or otherwise dispose of all or any portion of the Project Lands, or any interest therein, nor grant any mortgage, charge or other encumbrance against the Project Lands, without the prior written approval of Council, except where such mortgage, charge or encumbrance is required in connection with financing approved by the Town.

8.02 Except as expressly contemplated by this Agreement or approved by Council, the Housing Corporation shall not grant, create or permit any mortgage, charge, lien, easement, security interest or other encumbrances affecting the Project Lands that would materially prejudice:

- a) the municipal purpose of the Project;



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- b) the Town's interests under this Agreement;
  - c) the Town's obligations as guarantor; or
  - d) the continued operation of the Municipal Capital Facility.
- 8.03 Nothing contained in this Agreement shall prohibit the Housing Corporation from granting security required in connection with the financing approved by Council for the development of the Project or from complying with the reasonable requirements of the approved lender.
- 8.04 The Housing Corporation shall not refinance, replace or materially amend any financing secured against the Project Lands without first obtaining any approval required under the Oversight Agreement or any applicable financing agreements.
- 8.05 The Housing Corporation shall promptly notify the Town of any proposed transaction affecting the ownership of the Project Lands or any material encumbrances that could reasonably affect the Town's interests under this Agreement or its obligations as guarantor.
- 8.06 Any disposition or encumbrances made in contravention of this Agreement shall constitute a default under this Agreement and shall entitle the Town to exercise its rights and remedies in accordance with this Agreement, the Oversight and Accountability Agreement and any other applicable agreement.
- 8.07 For greater certainty, nothing contained in this section shall prevent the Housing Corporation from entering into contracts, service agreements, maintenance agreements, utility agreements, construction contracts, equipment leases or other agreements entered into in the ordinary course of operating and maintaining the Municipal Capital Facility.

## 9. REVERSION OF PROJECT LANDS

- 9.01 The Parties acknowledge that the Project Lands are being transferred by the Town for nominal consideration in recognition of the public benefit associated with the development and continued operation of the Project as a Municipal Capital Facility.

Accordingly, the Parties agree that the Project Lands shall continue to be used substantially for the municipal purpose contemplated by this Agreement throughout the Term of this Agreement.

- 9.02 Subject to the provisions of this Agreement and any rights of an approved lender, the Town shall require the Housing Corporation to reconvey the Project Lands to the Town where:
- a) the Housing Corporation permanently ceases to operate the Project as a Municipal Capital Facility;



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- b) the Housing Corporation abandons the Project;
- c) the Project Lands cease to be used substantially for the municipal purpose contemplated by this Agreement;
- d) the Housing Corporation is dissolved or winds up without an approved successor assuming its obligations under this Agreement;
- e) this Agreement is terminated as a result of a material default that remains unremedied following the applicable notice and cure period; or
- f) the Parties otherwise agree in writing.

9.03 Prior to exercising any right to require reconveyance, the Town shall provide written notice describing the default or circumstance giving rise to the proposed reconveyance.

Where the default is capable of being remedied, the Housing Corporation shall be afforded a reasonable opportunity to remedy the default in accordance with this Agreement.

9.04 The Town acknowledges that the Project may be subject to financing secured against the Project Lands.

Accordingly, no reconveyance shall be required unless and until the rights of any approved lender have been addressed in accordance with the applicable financing documents or the lender has consented to the reconveyance where such consent is required.

9.05 Where the Housing Corporation is required to reconvey the Project Lands pursuant to this Agreement, the Housing Corporation shall execute and deliver all documents reasonably required to transfer title to the Town within the time specified by the Town.

9.06 Unless otherwise agreed in writing by the Parties or required by law, all buildings, structures and improvements forming part of the Project shall remain with the Project Lands upon reconveyance.

The Parties acknowledge that the treatment of any outstanding financing, compensation or valuation of improvements shall be determined having regard to the applicable financing documents, any rights of approved lenders and any other agreements between the Parties.

9.07 The Parties acknowledge that this Agreement may be registered on title to the Project Lands to provide notice of the Town's contractual rights under this section.

9.08 The rights contained in this section are in addition to, and not in substitution for, any other rights or remedies available to the Town under this Agreement, the Oversight and Accountability Agreement, the Municipal Capital Facilities By-law, the *Municipal Act, 2001* or at law.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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#### 10. REGISTRATION ON TITLE

- 10.01 The Parties acknowledge and agree that this Agreement shall be registered against title to the Project Lands for the purpose of providing notice of the rights and obligations contained herein and preserving the municipal purpose for which the Project Lands are conveyed.
- 10.02 The Housing Corporation hereby irrevocably consents to the registration of this Agreement or a notice thereof against title to the Project Lands and agrees to execute all documents reasonably required to facilitate such registration.
- 10.03 The Parties acknowledge that the priority of this Agreement relative to any mortgage, charge or other registered interest affecting the Project Lands shall be determined having regard to the requirements of any approved lender and any agreements entered into among the Town, the Housing Corporation and such lender.
- 10.04 The Town shall execute such documents as may reasonably be required to amend, postpone or discharge the registration of this Agreement where:
- a) this Agreement has expired or been terminated;
  - b) Council has authorized the amendment or discharge;
  - c) the amendment or discharge is required to facilitate financing approved by Council;
  - or
  - d) the Parties otherwise agree in writing.
- 10.05 Unless otherwise agreed in writing, the Housing Corporation shall be responsible for all costs associated with the registration, amendment, postponement or discharge of this Agreement.
- 10.06 The registration of this Agreement shall not be interpreted as conveying any ownership interest in the Project Lands to the Town, nor shall it be interpreted as granting the Town authority to direct or control the governance, administration or day-to-day operation of the Housing Corporation.

Registration is intended solely to provide notice of the contractual rights and obligations of the Parties arising under this Agreement.

#### 11. ENVIRONMENTAL MATTERS

- 11.01 The Housing Corporation shall, at its sole cost and expense, comply with all applicable federal, provincial and municipal environmental legislation, regulations, approvals, permits and orders relating to the Project Lands and the Project.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 11.02 From the date of transfer of the Project Lands, the Housing Corporation shall be responsible for the environmental condition of the Project Lands arising from its ownership, occupation, operation or activities on the Project Lands.
- 11.03 The Housing Corporation shall not cause or permit any hazardous substance, contaminant, pollutant or waste to be stored, handled, generated, discharged or disposed of on the Project Lands except in accordance with Applicable Law and accepted industry practices.
- 11.04 Where contamination or an environmental condition arises as a result of the acts or omissions of the Housing Corporation, its employees, contractors, tenants, agents or invitees, the Housing Corporation shall, at its sole expense, promptly undertake all investigations, remediation and corrective measures required by Applicable Law.
- 11.05 The Housing Corporation shall promptly notify the Town upon becoming aware of:
- a) any actual or suspected environmental contamination affecting the Project Lands;
  - b) any spill or discharge required to be reported under Applicable Law;
  - c) any environmental order, investigation or prosecution relating to the Project Lands; or
  - d) any circumstances that could reasonably be expected to result in a material environmental liability affecting the Project Lands.
- 11.06 The Housing Corporation shall indemnify and save harmless the Town from and against all environmental claims, losses, damages, liabilities, costs and expenses arising from the ownership, occupation, operation or use of the Project Lands by the Housing Corporation following the transfer of title, except to the extent caused by the negligence or wilful misconduct of the Town.
- 11.07 The provisions of this section shall survive the expiry or termination of this Agreement.

## 12. RELATIONSHIP TO OVERSIGHT AGREEMENT

- 12.01 The Parties acknowledge that this Agreement and the Oversight Agreement are separate but complementary agreements entered into in connection with the Project. The Agreements shall be read together and interpreted harmoniously so as to give effect to the purpose and intent of each Agreement. Where a matter is specifically addressed in one Agreement but not the other, the provisions of the Agreement specifically addressing that matter shall govern.
- 12.02 The Parties acknowledge that his Agreement primarily governs the designation of the Project as a Municipal Capital Facility, the Municipal Assistance provided by the Town, the transfer,



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

ownership and permitted use of the Project Lands, and other matters directly relating to the Municipal Capital Facility.

- 12.03 The Parties acknowledge that the Oversight Agreement primarily governs matters respecting financial accountability, reporting obligations, governance, risk management, lender communications, insurance, strategic planning and other operational matters relating to the Housing Corporation and the Project.
- 12.04 This Agreement and the Oversight Agreement shall be read together and interpreted in a manner that gives effect to both Agreements.

Where a matter is specifically addressed in one Agreement but not the other, the provisions of the Agreement addressing that matter shall govern.

- 12.05 In the event of any conflict or inconsistency between this Agreement, the Oversight Agreement, the Municipal Loan Guarantee, any financing agreement approved by the Town, any security documents granted in favour of an approved lender, or any other agreement entered into between the Parties in connection with the Project, the Parties shall first make reasonable efforts to interpret such agreements harmoniously so as to give effect to the intent of each agreement.

Where a conflict cannot reasonably be reconciled:

- a) the rights of any approved lender under the applicable financing and security documents shall prevail to the extent necessary to give effect to such financing;
  - b) this Agreement shall prevail with respect to the designation of the Municipal Capital Facility, the transfer, ownership, use, disposition and reconveyance of the Project Lands, and the Municipal Assistance provided by the Town;
  - c) the Oversight Agreement shall prevail with respect to governance, financial reporting, operational accountability, lender communications, insurance, risk management and other matters relating to the ongoing operation of the Housing Corporation; and
  - d) the Municipal Loan Guarantee and any related guarantee documents shall govern the rights and obligations of the Town as guarantor of the Project financing.
- 12.06 Nothing contained in this Agreement shall be interpreted as limiting or restricting any rights, obligations or remedies available to either Party under the Oversight Agreement, the Municipal Loan Guarantee, any financing agreement, any security documents or any other agreement relating to the Project.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

## 13. TERM AND TERMINATION

13.01 This Agreement shall come into force on the date it is executed by both Parties and shall remain in full force and effect in accordance with the provisions of this section unless terminated earlier in accordance with this Agreement.

13.02 Subject to Section 15.03, this Agreement shall continue for so long as:

- a) the Project remains designated as a Municipal Capital Facility;
- b) the Project Lands continue to be used substantially for the municipal purpose contemplated by this Agreement;
- c) the Town has an ongoing financial, legal or proprietary interest in the Project, including, without limitation, any obligations as guarantor; or
- d) any rights or obligations remain outstanding under this Agreement.

13.03 This Agreement may be terminated:

- a) by mutual written agreement of the Parties;
- b) by the Town following a material default by the Housing Corporation that remains unremedied following the applicable notice and cure period provided under this Agreement;
- c) where the Project permanently ceases to operate as a Municipal Capital Facility;
- d) where title to the Project Lands has been reconveyed to the Town in accordance with this Agreement;
- e) where the Agreement is discharged from title by the Town; or
- f) by operation of law.

13.04 Termination of this Agreement shall not affect:

- a) any rights or obligations accrued prior to the date of termination;
- b) any obligation intended to survive termination;
- c) any rights of the Town respecting recovery of Municipal Assistance;
- d) any indemnity or environmental obligations;
- e) any obligations arising under the Oversight and Accountability Agreement or any other related agreement that expressly survive termination; or
- f) any rights of an approved lender.

13.05 The provisions respecting indemnification, environmental matters, recovery of Municipal Assistance, dispute resolution, notices, governing law and all other provisions that, by their



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

nature, are intended to survive the expiry or termination of this Agreement shall remain in full force and effect.

- 13.06 The expiry or termination of this Agreement shall not release either Party from liability for any breach of this Agreement occurring prior to its termination.

## 14. GENERAL PROVISIONS

- 14.01 This Agreement, together with the Municipal Capital Facilities By-law, the Oversight Agreement and any other agreements expressly referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations, understandings and agreements relating thereto.

- 14.02 No amendments, modification or waiver of any provision of this Agreement shall be effective unless made in writing and executed by the Parties and authorized by Council where required.

- 14.03 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

- 14.04 No delay or failure by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

A waiver shall be effective only if made in writing and signed by the Party granting the waiver and shall apply only to the specific matter for which it is given.

- 14.05 Each Party shall, upon the reasonable request of the other Party, execute and deliver such further documents and take such further actions as may reasonably be necessary to give full effect to this Agreement.

- 14.06 The Housing Corporation shall not assign this Agreement or any of its rights or obligation hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion, except where such assignment is expressly permitted under this Agreement or required in connection with financing approved by the Town.

- 14.07 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

- 14.08 The Parties irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising out of this Agreement.



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 14.09 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 14.10 The Parties agree that this Agreement may be executed and delivered electronically and that electronic signatures shall be deemed to have the same legal force and effect as original signatures, subject to applicable law.
- 14.11 Subject to the restrictions contained in this Agreement, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 14.12 Time shall be of the essence in the performance of the obligations contained in this Agreement.
- 14.13 Nothing contained in this Agreement shall be interpreted as creating a partnership, joint venture, agency relationship or other relationship whereby one Party may bind the other.

The Parties acknowledge and agree that the Housing Corporation shall remain an independent legal entity responsible for its own governance, management, financial affairs and operations, except as expressly provided in this Agreement or any related agreement.

## 15. EXECUTION

- 15.01 Each party represents and warrants that it has obtained all necessary corporate approvals and authorizations required to execute and deliver this Agreement and to perform its obligations hereunder.
- 15.02 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 15.03 The Parties agree that this Agreement may be executed and delivered by electronic signature, and that any such electronic signature shall be deemed to be an original signature and shall have the same legal force and effect as an original handwritten signature, subject to applicable law.
- 15.04 This Agreement shall become effective on the date upon which it has been executed by both Parties.

**IN WITNESS WHEREOF** the Parties have caused this Municipal Capital Facilities Agreement to be executed by their duly authorized representatives as of the day and year first written above.



**MUNICIPAL CAPITAL FACILITIES AGREEMENT**

**Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation**

) THE CORPORATION OF THE TOWN OF  
 ) SMOOTH ROCK FALLS  
 ) Per:  
 )  
 ) \_\_\_\_\_  
 ) MAYOR  
 )  
 ) \_\_\_\_\_  
 ) CAO-TREASURER  
 )  
 ) SMOOTH ROCK FALLS ATTAINABLE HOUSING  
 ) CORPORATION  
 )  
 ) \_\_\_\_\_  
 ) CHAIR  
 )  
 ) \_\_\_\_\_  
 ) SECRETARY



## MUNICIPAL CAPITAL FACILITIES AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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## Schedule "A"

### Legal Description

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<i>PIN</i>	65197 – 1072 LT
<i>Description</i>	LT 18 PL M370C BEING PART 4, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 1073 LT
<i>Description</i>	LT 19 PL M370C BEING PART 3, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 1074 LT
<i>Description</i>	LT 20 PL M370C BEING PART 2, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 1075 LT
<i>Description</i>	LT 21 PL M370C BEING PART 1, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 0877 LT
<i>Description</i>	LT 17 PL M370C BEING PART 5, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 0878 LT
<i>Description</i>	LT 32 PL M370 BEING PART 6, 6R-9682; TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls
<i>PIN</i>	65197 – 0879 LT
<i>Description</i>	LT 33 PL370C BEING PART 7 6R-9682, TOWN OF SMOOTH ROCK FALLS
<i>Address</i>	Smooth Rock Falls





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260193

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-55 - Execution of Oversight and Accountability Agreement  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-55, being a by-law to authorize the execution of an Oversight and Accountability Agreement between the Town of Smooth Rock Falls and the Smooth Rock Falls Attainable Housing Corporation be read a first, second and third time and finally passed this 6th day of July, 2026.

**Purpose:**

The purpose of this report is to obtain Council approval to enter into an Oversight and Accountability Agreement with the Smooth Rock Falls Attainable Housing Corporation to establish a formal governance and accountability framework respecting the Town's financial interests while preserving the Corporation's independence.

**Summary:**

The Town has established the Smooth Rock Falls Attainable Housing Corporation as an independent not-for-profit corporation to develop, own and operate attainable housing within the municipality.

To support this initiative, the Town has agreed to provide significant financial and non-financial assistance, including the transfer of municipal lands and a municipal loan guarantee. Given the Town's financial commitment to the project, it is appropriate to establish a formal accountability framework that clearly defines the relationship between the municipality and the Corporation.

**Analysis:**

Unlike the Municipal Capital Facilities Agreement, which governs the municipal assistance provided under Section 110 of the *Municipal Act, 2001*, the Oversight and Accountability Agreement establishes the governance framework that protects the Town's investment while respecting the Corporation's status as an independent legal entity.

The agreement has been developed to:

- establish appropriate financial accountability measures;
- define reporting obligations to the Town;
- establish governance expectations and risk management practices;
- protect the Town's financial interests throughout the duration of the project;
- ensure transparency regarding the use of municipal resources; and

- clearly recognize that the Smooth Rock Falls Attainable Housing Corporation remains independently governed and responsible for its day-to-day operations.

The agreement does not authorize the Town to direct the Corporation's daily operations or governance decisions. Rather, it establishes reasonable oversight mechanisms consistent with the Town's role as the provider of municipal assistance and guarantor of the project's financing.

**Attachments:**

[By-Law No. 2026-55; Authorize Execution of Oversight and Accountability Agreement Oversight and Accountability Agreement - NV TRACKED](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer	Approved - 03 Jul 2026
Nathalie Vachon, Municipal Clerk	Approved - 03 Jul 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK  
FALLS**

**BY-LAW # 2026-55**

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**BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN OVERSIGHT AND  
ACCOUNTABILITY AGREEMENT BETWEEN THE CORPORATION OF THE  
TOWN OF SMOOTH ROCK FALLS AND THE SMOOTH ROCK FALLS  
ATTAINABLE HOUSING CORPORATION**

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**WHEREAS** sections 8, 9 and 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorize municipalities to enter into agreements and to govern their affairs as they consider appropriate to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Town has established the Smooth Rock Falls Attainable Housing Corporation as an independent not-for-profit corporation for the purpose of developing, owning and operating attainable housing within the Town of Smooth Rock Falls;

**AND WHEREAS** the Town has agreed to provide financial and non-financial assistance to the Housing Corporation, including the transfer of municipal lands and a municipal loan guarantee, in support of the development of a Municipal Housing Project Facility;

**AND WHEREAS** Council considers it desirable and in the public interest to establish an accountability framework respecting the Town's financial interests while recognizing and preserving the independent governance and operation of the Housing Corporation;

**AND WHEREAS** Council considers it desirable to enter into an Oversight and Accountability Agreement with the Smooth Rock Falls Attainable Housing Corporation to establish the respective rights and obligations of the Parties respecting financial accountability, reporting, governance, risk management and related matters;

**NOW THEREFORE** Council of the Corporation of the Town of Smooth Rock Falls enacts as follows:

1. THAT The Oversight and Accountability Agreement between The Corporation of the Town of Smooth Rock Falls and the Smooth Rock Falls Attainable Housing Corporation, attached hereto as **Schedule "A"** and forming part of this By-law, is hereby approved.
2. THAT the Mayor and Municipal Clerk are hereby authorized and directed to execute the Oversight and Accountability Agreement substantially in the form attached as Schedule "A".
3. THAT the Mayor, Municipal Clerk and such other municipal officials as may be required are hereby authorized to execute such additional documents and to take such actions as may be necessary to give effect to this By-law and the Oversight and Accountability Agreement.
4. THAT this By-law shall come into force and take effect upon its passing.

**READ** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day July 2026.

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**MAYOR**  
Patrick Roberts

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**MUNICIPAL CLERK**  
Nathalie Vachon



**OVERSIGHT AND ACCOUNTABILITY AGREEMENT**

**Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation**

**THIS OVERSIGHT AND ACCOUNTABILITY AGREEMENT**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS**

**(the “Town”)**

and

**SMOOTH ROCK FALLS ATTAINABLE HOUSING CORPORATION**

**(the “Housing Corporation”)**

**WHEREAS** the Housing Corporation is a non-profit corporation established to develop, own, operate and maintain attainable housing within the Town of Smooth Rock Falls;

**AND WHEREAS** the Town has agreed to support the development through the transfer of municipal lands, execution of a Municipal Capital Facilities Agreement, and by acting as guarantor for financing obtained by the Housing Corporation;

**AND WHEREAS** the parties wish to establish an accountability and reporting framework that protects the interests of the Town while preserving the independence of the Housing Corporation.

**NOW THEREFORE** in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. PURPOSE**

1.01 The purpose of this Agreement is to establish a framework for accountability, reporting, financial oversight and cooperation between the parties while preserving the independent governance and operation of the Housing Corporation.

**2. INDEPENDENCE OF THE PARTIES**

2.01 The parties acknowledge and agree that the Housing Corporation is an independent legal entity separate and distinct from the Town.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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- 2.02 Nothing contained in this Agreement shall be interpreted as granting the Town authority to direct, manage or control the day-to-day operations, governance, staffing, procurement activities, tenant relations, financial administration or business affairs of the Housing Corporation.
- 2.03 The rights granted to the Town under this Agreement are intended solely to protect the Town's interests as guarantor of project financing, transferor of municipal assets and party to related agreements and shall not be interpreted as creating a parent-subsidiary relationship, agency relationship, partnership, joint venture or other arrangement whereby the Housing Corporation is controlled by the Town.
- 2.04 The Housing Corporation shall remain solely responsible for its governance, operations, liabilities, contractual obligations, financial management and compliance with applicable legislation.
- 2.05 The parties acknowledge and agree that the Housing Corporation is not a local board, committee, department or agent of the Town and that the Housing Corporation shall exercise independent decision-making authority through its Board of Directors in accordance with its governing documents and applicable legislation.

### 3. GUARANTEE

- 3.01 The Town has agreed to act as guarantor for certain financing obtained by the Housing Corporation in connection with the development and operation of the attainable housing project.
- 3.02 The Housing Corporation acknowledges that the Town's guarantee constitutes a significant financial commitment and agrees to conduct its affairs in a prudent and financially responsible manner so as to minimize and prevent the risk of default under any financing arrangements.
- 3.03 The Housing Corporation shall immediately notify the Town of any actual or anticipated default, breach, lender notice, demand, restructuring proposal, refinancing discussion or other circumstances that may adversely affect the Housing Corporation's ability to satisfy its obligations under financing agreement, whether existing or entered into in the future, including, without limitation, the financing provided by TD Bank and any successor, replacement or additional financing.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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- 3.04 The Housing Corporation shall provide the Town with copies of any correspondence received from a lender respecting defaults, covenant compliance, security requirements or material financial concerns within five (5) business days of receipt.
- 3.05 Nothing contained in this Agreement shall limit any rights available to the Town pursuant to the guarantee, financing documents, security agreements or applicable law.

#### 4. HOUSING CORPORATION'S RESPONSIBILITY

- 4.01 The Housing Corporation shall be responsible for the ownership, operation, maintenance and management of the housing project and shall conduct its affairs in a prudent and businesslike manner.
- 4.02 The Housing Corporation shall be responsible for the ongoing operation, management, maintenance and financial sustainability of the Project following construction. Without limiting the generality of the foregoing, the Housing Corporation shall maintain the Project and the Project Lands in a safe and good state of repair, comply with all applicable legislation and contractual obligations, maintain appropriate financial controls and reserve funds, prepare annual operating and capital budgets, maintain adequate insurance coverage, and take all reasonable steps necessary to ensure the long-term viability of the Project.

#### 5. REPORTING REQUIREMENTS

- 5.01 The Housing Corporation acknowledges that the Town has a continuing interest in the financial viability and successful operation of the housing project by virtue of its loan guarantee, transfer of municipal assets and support of the project.
- 5.02 Accordingly, the Housing Corporation shall provide the Town with quarterly financial statements no later than thirty (30) days following the end of each fiscal quarter. Such statements shall include a balance sheet, income statement, statement of cash flows, budget-to-actual comparison and such other information as may reasonably be requested by the Town.
- 5.03 The Housing Corporation shall provide quarterly occupancy reports identifying the number of occupied and vacant units, rent arrears, tenant turnover and any significant operational issues affecting the project.
- 5.04 The Housing Corporation shall provide an annual operating budget and capital budget to the Town no later than thirty (30) days prior to the commencement of each fiscal year.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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- 5.05 The Housing Corporation shall provide the Town with audited financial statements prepared by an independent public accounting firm licensed to practice in the Province of Ontario, together with any management letter issued by the auditor, as soon as practicable following the completion of the annual audit.
- 5.06 The Housing Corporation shall immediately notify the Town of any material financial concern, significant operating deficit, uninsured loss, litigation, regulatory investigation, lender concern, covenant breach or other matter that may reasonably be expected to adversely affect the Housing Corporation or the housing project.
- 5.07 Upon receipt of any financial statement, budget, audit, report or other information provided pursuant to this Agreement, the Town may review the information and provide written comments, questions or concerns to the Housing Corporation. The Housing Corporation shall consider the Town's comments in good faith and shall provide such additional information, clarification or explanation as the Town may reasonably request within a reasonable period of time.

## 6. MUNICIPAL OVERSIGHT AND AUDIT RIGHTS

- 6.01 The Housing Corporation shall maintain complete and accurate records respecting the operation, management and financial affairs of the housing project.
- 6.02 The Town shall have the right, upon reasonable notice and during normal business hours, to review and inspect any books, records, accounts, agreements, invoices, contracts, reports or other documents relating to the housing project.
- 6.03 The Town may undertake or commission a financial, operational or compliance review where reasonably necessary to protect its interest as guarantor or to assess compliance with this Agreement.
- 6.04 The Housing Corporation shall fully cooperate with any review or audit conducted pursuant to this Agreement and shall make available all records reasonably required for such purpose.
- 6.05 The rights granted under this section shall survive the termination of this Agreement for so long as the Town remains liable under any guarantee or indemnity relating to the housing project.

## 7. MATTERS REQUIRING MUNICIPAL APPROVAL

- 7.01 The Housing Corporation shall obtain the prior written approval of Council before:



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- a) selling, transferring or otherwise disposing of all or any portion of the lands or buildings comprising the housing project;
- b) granting any mortgage, charge, lien, encumbrances or other security interest against project assets;
- c) refinancing, restructuring or replacing any financing arrangements relating to the project;
- d) materially amending the Corporation's objects or corporate purpose in a manner affecting the attainable housing project;
- e) dissolving, winding-up or amalgamating the Housing Corporation; or
- f) undertaking any transaction which could reasonably be expected to materially increase the financial exposure of the Town.

Nothing in this section shall be interpreted as granting the Town authority over the day-to-day operation of the Housing Corporation.

## 8. FINANCIAL MANGEMENT AND RESERVES

- 8.01 The Housing Corporation shall establish and maintain prudent financial management practices and internal controls appropriate for an organization responsible for the ownership and operation of a multi-unit residential housing development.
- 8.02 The Housing Corporation shall maintain operating reserves and capital replacement reserves sufficient to support the long-term sustainability of the housing project.
- 8.03 The Housing Corporation shall prepare a reserve fund plan and shall review such plan annually.
- 8.04 Reserve funds shall be maintained in separate accounts and shall be used solely for purposes related to the operation, maintenance, repair, replacement or improvement of the housing project.
- 8.05 The Housing Corporation shall not make distributions of surplus funds to directors, officers or members.

## 9. INSURANCE

- 9.01 Throughout the term of this Agreement, the Housing Corporation shall maintain insurance coverage satisfactory to the Town, including commercial general liability insurance, property insurance, directors' and officers' liability insurance and such additional coverage as may reasonably be required by the Town or any lender.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- 9.02 The Town shall be named as an additional insured where appropriate.
- 9.03 Evidence of insurance shall be provided to the Town upon execution of this Agreement and thereafter upon each renewal of coverage.
- 9.04 The Housing Corporation shall immediately notify the Town of any cancellation, reduction or material change in insurance coverage.

## 10. INDEMNIFICATION

- 10.01 The Housing Corporation shall indemnify and save harmless the Town and its elected officials, officers, employees, agents and representatives from and against all claims, demands, actions, damages, losses, liabilities, costs and expenses arising directly or indirectly from the ownership, operation, maintenance or management of the housing project, except to the extent caused by the negligence or wilful misconduct of the Town.
- 10.02 The obligations contained in this section shall survive the expiration or termination of this Agreement.

## 11. DEFAULT AND REMEDIES

- 11.01 Each of the following shall constitute an event of default under this Agreement:
- a) the Housing Corporation fails to comply with any material provision of this Agreement and such failure continues beyond any applicable cure period;
  - b) the Housing Corporation fails to make any payment required under a financing agreement relating to the housing project;
  - c) the Housing Corporation breaches any covenant or obligation contained in a financing agreement and such breach is not remedied within the time prescribed by the lender;
  - d) the Housing Corporation becomes insolvent, makes an assignment for the benefit of creditors, commences proceedings under any insolvency legislation or has a receiver, trustee or similar officer appointed over its assets;
  - e) the Housing Corporation ceases or threatens to cease operating the housing project;
  - f) the Housing Corporation provides materially false or misleading information to the Town;
  - g) the Housing Corporation fails to maintain required insurance coverage;
  - h) the Housing Corporation disposes of project assets without the approval required under this Agreement; or
  - i) any other circumstance arises which materially jeopardizes the financial viability of the housing project or exposes the Town to significant financial risk under its guarantee obligations.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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- 11.02 Where the Town believes an event of default has occurred, the Town shall provide written notice identifying the nature of the default and the actions required to remedy the default.
- 11.03 Except in circumstances requiring immediate action, the Housing Corporation shall have thirty (30) days from receipt of a notice of default to remedy the default to the satisfaction of the Town.
- 11.04 Where the default cannot reasonably be remedied within thirty (30) days, the Housing Corporation may request an extension, provided that it has commenced corrective action and is diligently pursuing completion.
- 11.05 The Town may request that the Housing Corporation prepare a recovery plan.
- 11.06 The Housing Corporation shall consider any recommendations provided by the Town.
- 11.07 Notwithstanding any other provision of this Agreement, where the Town reasonably determines that immediate action is necessary to prevent significant loss, interruption of essential services, risk to public safety or default under financing arrangements, the Town may take such actions as are reasonably necessary to protect its interests under any guarantee, security agreement or applicable law.
- 11.08 Any costs incurred by the Town in connection with such emergency measures shall be recoverable from the Housing Corporation.
- 11.09 Where the Town reasonably believes its interests as guarantor are at risk, the Town may retain its own independent advisor at its own expense.
- 11.10 The Housing Corporation shall provide copies of any such reports to the Town immediately upon receipt.
- 11.11 The rights and remedies available to the Town under this Agreement are cumulative and are in addition to any rights available under the Municipal Capital Facilities Agreement, any guarantee agreements, security documents, applicable legislation or common law.
- 11.12 No delay or failure by the Town to exercise any right shall constitute a waiver of that right.

## 12. TERM

- 12.01 This Agreement shall commence upon execution by the parties and shall remain in force for so long as:
- a) the Town remains guarantor of any financing relating to the housing project;



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

- b) any Municipal Capital Facilities Agreement relating to the project remains in effect;  
or
- c) the Town retains a financial or legal interest in the housing project.

## 13. REPRESENTATIONS AND WARRANTIES

13.01 The Housing Corporation represents and warrants to the Town that:

- a) it is a corporation duly incorporated and validly existing under the laws of Ontario;
- b) it possesses the authority necessary to enter into and perform its obligations under this Agreement;
- c) it has taken all necessary corporate actions to authorize the execution of this Agreement;
- d) all information provided to the Town in connection with this Agreement is accurate and complete in all material respects; and
- e) it shall continuously maintain the corporate capacity and authority necessary to fulfill its obligations under this Agreement.

## 14. CONFLICT OF INTEREST

14.01 The Housing Corporation shall maintain and enforce a conflict of interest policy applicable to directors, officers, employees, and contractors.

14.02 Any actual, potential or perceived conflict of interest involving a director or officer that could reasonably affect the governance or administration of the housing project shall be disclosed in accordance with the Housing Corporation's policies and applicable legislation.

14.03 Upon request, the Housing Corporation shall provide the Town with confirmation that any identified conflicts have been appropriately addressed.

## 15. CONFIDENTIALITY

15.01 Each party shall maintain the confidentiality of information obtained from the other party except where disclosure is required by law, court order or statutory authority.

15.02 The parties acknowledge that the Town is subject to the Municipal Freedom of Information and Protection of Privacy Act and that records in the custody or control of the Town may be subject to disclosure in accordance with that Act.

15.03 Nothing in this Agreement shall prevent the Town from disclosing information where required by law.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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#### 16. NOTICES

- 16.01 Any notice required under this Agreement shall be in writing and shall be delivered personally, by courier, by registered mail or by electronic transmission to the addresses designated by the parties from time to time.
- 16.02 Notice shall be deemed received on the date of delivery, or if delivered electronically, on the next business day following transmission.

#### 17. GENERAL PROVISIONS

- 17.01 This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein and supersedes all prior negotiations, understandings and agreements.
- 17.02 No amendment to this Agreement shall be valid unless made in writing and executed by both parties.
- 17.03 If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 17.04 The parties acknowledge that they are independent entities and that nothing contained in this Agreement creates a partnership, joint venture or agency relationship.
- 17.05 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 17.06 This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

#### 18. LENDER COMMUNICATIONS AND FINANCIAL RISK MANAGEMENT

- 18.01 The Housing Corporation acknowledges that the Town's obligations as guarantor may be affected by the financial condition of the Housing Corporation and its compliance with the requirements of any lender.
- 18.02 The Housing Corporation shall provide the Town with copies of all material correspondence received from any lender relating to the housing project, including notices of default, notices of covenant breach, compliance reports, requests for additional security, waiver requests, restructuring proposals and any other communication which may reasonably be expected to affect the Housing Corporation's financial obligations or the Town's obligations as guarantor.



## OVERSIGHT AND ACCOUNTABILITY AGREEMENT

### Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation

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- 18.03 The Housing Corporation shall provide the Town with copies of all annual compliance certificates, covenant calculations and financial reporting submitted to any lender.
- 18.04 The Housing Corporation shall promptly notify the Town of any actual or anticipated circumstance which could reasonably result in a default under any financing agreement.
- 18.05 The Housing Corporation shall not enter into any agreement to refinance, amend, extend, replace or otherwise modify any financing arrangement without first providing the Town with reasonable notice and obtaining any approvals required pursuant to this Agreement.
- 18.06 The Town may request meetings with representatives of the Housing Corporation and its professional advisors where the Town reasonably believes such meetings are necessary to assess financial risk associated with the housing project.

## 19. ASSET PRESERVATION

- 19.01 The Housing Corporation acknowledges that the lands and facilities comprising the housing project constitute significant community assets and that the long-term preservation of those assets is fundamental to the objectives of the project.
- 19.02 The Housing Corporation shall maintain the housing project in good condition and repair and shall implement preventative maintenance practices consistent with accepted industry standards.
- 19.03 The Housing Corporation shall prepare and maintain a long-term capital replacement plan identifying anticipated major repairs, replacements and capital expenditures.
- 19.04 The capital replacement plan shall be reviewed and updated at least every five (5) years and shall be provided to the Town upon request.
- 19.05 The Housing Corporation shall not permit waste, deterioration or neglect of the housing project which could reasonably be expected to diminish the value, usefulness or lifespan of the project.

## 20. STRATEGIC PLANNING AND LONG-TERM SUSTAINABILITY

- 20.01 The Housing Corporation shall operate the housing project in a manner intended to promote long-term financial sustainability and continued availability of attainable housing within the Town of Smooth Rock Falls.
- 20.02 The Housing Corporation shall periodically evaluate operational performance, financial condition, reserve adequacy, capital requirements and occupancy trends and shall take reasonable measures to address identified risks.



**OVERSIGHT AND ACCOUNTABILITY AGREEMENT**

**Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation**

- 20.03 At intervals not exceeding five (5) years, the Housing Corporation shall prepare a strategic review of the housing project and provide a copy to the Town.
- 20.04 The strategic review shall consider financial sustainability, capital requirements, market conditions, housing needs and any other factors reasonably affecting the future operation of the project.
- 20.05 The Housing Corporation shall provide notice to the Town of any significant initiative that may materially affect the financial viability of the housing project or the Town’s obligations as guarantor.

**21. GOOD GOVERNANCE**

- 21.01 The Housing Corporation shall maintain governance policies consistent with applicable legislation and generally accepted governance practices.

**22. DISPUTE RESOLUTION**

- 22.01 The parties agree to make reasonable efforts to resolve any dispute arising under this Agreement through consultation and negotiation prior to commencing legal proceedings.
- 22.02 Where a dispute cannot be resolved through consultation, the parties may agree to participate in mediation prior to pursuing any other remedy available at law.
- 22.03 Nothing contained in this section shall prevent either party from taking immediate action where necessary to protect legal rights, preserve assets or prevent financial loss.

**23. EXECUTION**

- 23.01 This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 23.02 This Agreement may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the Parties have caused to be affixed their corporate seals attested to by their proper officers on the day and year first above written.

) THE CORPORATION OF THE TOWN OF  
 ) SMOOTH ROCK FALLS  
 ) Per:  
 )



**OVERSIGHT AND ACCOUNTABILITY AGREEMENT**

**Corporation of the Town of Smooth Rock Falls / Smooth Rock Falls Attainable Housing Corporation**

) \_\_\_\_\_  
) MAYOR  
) \_\_\_\_\_  
) CAO  
) \_\_\_\_\_  
) SMOOTH ROCK FALLS ATTAINABLE HOUSING  
) CORPORATION  
) \_\_\_\_\_  
) CHAIR  
) \_\_\_\_\_  
) SECRETARY



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260194

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-56 - New Multi-Residential Property Class  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-56, being a by-law to opt to have the subclass in respect of the new multi-residential property class apply within the Town of Smooth Rock Falls be read a first, second and third time and finally passed this 6th day of July, 2026.

**Purpose:**

The purpose of this report is to recommend that Council opt into the New Multi-Residential Property Class Subclass established under Ontario Regulation 282/98, thereby enabling newly constructed eligible purpose-built rental housing developments within the Town to qualify for the provincial tax subclass.

**Summary:**

As part of the Province's Housing Supply Action Plan, municipalities have been given the option to adopt the New Multi-Residential Property Class Subclass to encourage the construction of purpose-built rental housing.

The subclass does not automatically apply across Ontario. Pursuant to subsection 22.1.1(3) of Ontario Regulation 282/98, a municipality must first pass a by-law opting into the subclass before eligible developments may receive the associated tax treatment.

The proposed by-law also adopts the optional eligibility requirement permitted under Ontario Regulation 282/98 that limits the subclass to residential units constructed, or converted from a non-residential use, pursuant to a building permit issued **after** the by-law comes into force.

**Analysis:**

The purpose of the New Multi-Residential Property Class is to encourage investment in new purpose-built rental housing by allowing municipalities to establish a reduced municipal tax ratio for qualifying developments.

Adoption of this by-law does **not** establish the tax reduction itself. Rather, it creates the subclass within the municipality, allowing Council to establish the applicable tax ratio annually through the Town's Tax Ratio By-law in accordance with the *Municipal Act, 2001*.

The by-law limits eligibility to developments constructed under building permits issued after the by-law comes into effect, ensuring the incentive is directed toward new housing supply rather than existing developments.

Administration recommends adopting the by-law at this time as construction of the Town's attainable housing project is expected to commence shortly and the building permit is anticipated to be issued in the near future. Adoption prior to issuance of the building permit will ensure the development is eligible to be considered for the subclass should Council establish a reduced tax ratio through a future Tax Ratio By-law.

**Attachments:**

[By-Law No. 2026-56; Establish the subclass of the new Multi-Residential Property Class](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 02 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK  
FALLS**

**BY-LAW # 2026-56**

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**BEING A BY-LAW TO OPT TO HAVE THE SUBCLASS IN RESPECT OF THE NEW  
MULTI-RESIDENTIAL PROPERTY CLASS APPLY WITHIN THE TOWN OF  
SMOOTH ROCK FALLS**

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**WHEREAS** certain property classes have been prescribed by the Minister of Finance pursuant to section 7 of the *Assessment Act*, R.S.O. 1990, c. A.31, as amended;

**AND WHEREAS** section 22.1.1(1) of O. Reg. 282/98, a regulation under the *Assessment Act*, prescribes a subclass for the new multi-residential property class;

**AND WHEREAS** subsection 22.1.1(3) of O. Reg. 282/98 provides that the subclass in respect of the new multi-residential property class applies within a municipality only if the council of a single-tier or upper-tier municipality has passed a by-law opting to have the subclass apply within the municipality;

**AND WHEREAS** Section 22.1.4 of O. Reg. 282/98 provides that a municipality may opt to include the following condition for a residential unit to be included in the subclass: the residential unit is built, or converted from a non-residential use, pursuant to a building permit that is issued after the by-law came into force opting to have the subclass in respect of the new multi-residential property class apply within the municipality;

**AND WHEREAS** Council of the Corporation of the Town of Smooth Rock Falls wishes to encourage the construction of new purpose-built rental housing by opting to have the New Multi-Residential Property Class Subclass apply within the municipality;

**NOW THEREFORE** Council of the Corporation of the Town of Smooth Rock Falls enacts as follows:

1. THAT the Town of Smooth Rock Falls hereby opts to have the subclass described in section 22.1.1(1) of Ontario Regulation 282/98 apply within the municipality.
2. THAT in addition to meeting all other prescribed eligibility requirements, a residential unit shall only be included in the subclass if it is built, or converted from a non-residential use, pursuant to a building permit issued after the date this By-law comes into force.
3. THAT the ratio applicable to the New Multi-Residential Property Subclass shall be established annually by Council through the Town's Tax Ratio By-law in accordance with the *Municipal Act, 2001*.
4. THAT this By-law shall come into force and take effect upon its passing.

**READ** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day July 2026.

\_\_\_\_\_  
**MAYOR**

Patrick Roberts

\_\_\_\_\_  
**MUNICIPAL CLERK**

Nathalie Vachon





Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260195

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** By-Law No. 2026-57 - Confirmatory By-Law  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** By-Law No. 2026-57, being a by-law to confirm the proceedings of Council for its meeting held July 6, 2026, be read a first, second and third time and finally passed this 6th day of July, 2026.

**Attachments:**

[By-Law No. 2026-57; Confirmatory By-law; July 6, 2026](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 02 Jul 2026  
Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026



**THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS**

**BY-LAW # 2026-57**

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**BEING A BY-LAW TO CONFIRM THE PROCEEDINGS OF THE COUNCIL OF THE CORPORATION OF THE TOWN OF SMOOTH ROCK FALLS**

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**WHEREAS** the *Municipal Act, 2001, S.O. 2001, c.25*, Section 5(1), as amended, provides that the powers of a municipal corporation are to be exercised by its council;

**AND WHEREAS** the *Municipal Act, 2001, S.O. 2001, c.25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers, and privileges under section 9 shall be exercised by By-Law;

**AND WHEREAS** the Council of the Corporation of the Town of Smooth Rock Falls deems it expedient that the proceedings of meetings of Council be confirmed and adopted by By-Law.

**NOW THEREFORE** Council of the Corporation Town of Smooth Rock Falls enacts as follows:

1. That the actions of the Council of the Corporation of the Town of Smooth Rock Falls at its regular Council Meeting held on July 6<sup>th</sup>, 2026, in respect to each report, motion, resolution or other actions recorded and taken by the Council at its said meeting, except where the prior approval of the Ontario Municipal Board is required, is hereby adopted, ratified and confirmed as is all such proceedings were expressly embodied in this by-law.
2. That the Mayor and appropriate department heads of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action of the Council of the Town of Smooth Rock Falls referred to in the proceedings section.
3. That the Mayor and Clerk, and their designates, are hereby authorized and directed to execute all documents necessary on behalf of the Council and to affix the corporation seal of the Corporation of the Town of Smooth Rock Falls to all such documents.
4. That the Treasurer, or their designates, is hereby directed to execute any documents necessary on behalf of the Council of the Town of Smooth Rock Falls and to affix the corporate seal of the municipality to all such documents.
5. That this By-Law shall come into effect upon final passage.
6. This By-Law may be cited as the "July 6<sup>th</sup>, 2026 Council Meeting Confirmatory By-Law".

**Read** a first, second and third time, signed and the Seal of the Corporation affixed thereto and finally passed this 6<sup>th</sup> day of July 2026.

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**MAYOR**  
Patrick Roberts

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**MUNICIPAL CLERK**  
Nathalie Vachon



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260183

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Municipal Accommodation Tax (MAT) Funding Applications  
**Prepared by:** Shannon Piper, Economic Development Officer

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**Recommendation:**

**WHEREAS** Administration has reviewed all applications in accordance with the Town's Municipal Accommodation Tax Funding Guidelines and has determined that three (3) applications are eligible for funding.

**NOW THEREFORE BE IT RESOLVED THAT** Council approves the allocation of the 2026 Municipal Accommodation Tax (MAT) funding in accordance with Administration's recommended Option 1, as follows:

- **Smooth Rock Falls Arctic Riders** - in the amount of \$3,500.00;
- **Smooth Rock Falls Golf Club** - in the amount of \$2,000.00; and
- **Smooth Rock Falls Minor Hockey** - in the amount of \$2,269.05.

**AND FURTHER THAT** the application submitted by Northern Spirits Adventure be denied as ineligible under the Town's current Municipal Accommodation Tax Funding Guidelines;

**AND FURTHER THAT** Council directs Administration to prepare a comprehensive Municipal Accommodation Tax Funding Policy, including eligibility criteria, evaluation measures and funding priorities, for Council's consideration prior to the next Municipal Accommodation Tax funding intake period.

**Purpose:**

The purpose of this report is to present the 2026 Municipal Accommodation Tax (MAT) funding applications received by the Town, provide an overview of the funding requests, clarify applicant eligibility under the MAT Funding Program, and seek Council direction regarding the allocation of the available MAT funding balance.

**Summary:**

Administration received four applications under the Municipal Accommodation Tax (MAT) Funding Program, requesting a combined total of **\$15,613.25**. The MAT funding balance currently available for distribution is **\$7,769.05**, which is insufficient to fully fund all eligible applications.

Following a review of the applications against the Town's Municipal Accommodation Tax Funding Guidelines, Administration determined that three of the four applications are eligible for funding. The application submitted by **Northern Spirits Adventure** was determined to be **ineligible**, as the

applicant is a private business. The MAT Funding Program is intended to support eligible municipalities and not-for-profit organizations undertaking initiatives that enhance tourism and visitor experiences, and does not provide funding to private commercial enterprises.

Administration recognizes that each of the three eligible applications supports tourism by attracting visitors, enhancing visitor experiences, or promoting recreation-based tourism within Smooth Rock Falls.

Given the limited funding available, Administration considered two allocation options.

**Option 1**, Administration's recommended approach, prioritizes funding based on the anticipated tourism benefits and overall community impact of each eligible project. Under this option, the Smooth Rock Falls Arctic Riders and the Smooth Rock Falls Golf Club would receive their full requested amounts in recognition of their direct contribution to tourism infrastructure and visitor amenities. The remaining available funding would be allocated to the Smooth Rock Falls Minor Hockey Association to support its annual 4-on-4 tournament, which attracts participants and visitors from outside the community and generates local economic activity.

**Option 2** would distribute the available funding equally among the three eligible applicants. While this option provides an equal level of financial support, it does not reflect the differing scope, tourism impact, or funding requirements of each initiative.

Accordingly, Administration recommends that Council approve **Option 1**, as it represents the most strategic use of the available Municipal Accommodation Tax funding while maximizing the potential tourism benefits for the community.

As the Town continues to administer the Municipal Accommodation Tax program, Administration recommends that Council consider adopting a formal MAT Funding Policy prior to future intake periods. Establishing clear eligibility criteria, evaluation measures, and funding priorities would improve transparency, provide greater certainty for applicants, and ensure consistent decision-making in future years.

Applicant	Project Description	Amount Requested	Eligible Y/N	Recommend MAT and Option 1 (Administrative Recommendation)
Smooth Rock Falls Arctic Riders	Installation of a gateway sign at Kelly Park to enhance community visibility and strengthen the Town's presence as a destination for snowmobilers and visitors travelling along OFSC Trail A.	\$3,500.00	Y	\$
Smooth Rock Falls Golf Club	Replacement and upgrade of patio furniture to improve the visitor experience and overall amenities available to golfers and guests.	\$2,000.00	Y	\$
Smooth Rock Falls Minor Hockey Association	Financial assistance to offset costs associated with hosting the annual 4-on-4 Hockey Tournament, which attracts participants and visitors from outside the community.	\$3,950.00	Y	\$
Northern Spirits Adventure	Purchase of equipment and tourism-related improvements to enhance guided outdoor experiences, including the operator's popular New Post Tours.	\$6,163.25	N	\$
	<b>Total:</b>	<b>\$15,613.25</b>		<b>\$</b>

### Analysis:

Administration received four applications requesting a combined total of **\$15,613.25** under the 2026 Municipal Accommodation Tax (MAT) Funding Program.

As the Town has not yet adopted a formal MAT Funding Policy, Administration reviewed each application based on the intended purpose of Municipal Accommodation Tax funding, which is to support initiatives that promote tourism, attract visitors, enhance visitor experiences, and generate economic activity within the community.

Administration is of the opinion that the applications submitted by the Smooth Rock Falls Arctic Riders, the Smooth Rock Falls Golf Club, and the Smooth Rock Falls Minor Hockey Association align with these objectives. Each project is expected to provide a direct benefit to tourism through visitor attraction, recreation-based tourism, or improvements to amenities that enhance the visitor experience.

The application submitted by Northern Spirits Adventure was not recommended for funding. While the proposed project supports tourism, the applicant is a private business. Administration is of the opinion that, until Council establishes a formal MAT Funding Policy, available funding should be directed toward community organizations and initiatives that provide a broader public benefit.

As the total amount requested exceeds the available funding, Administration has provided two allocation options for Council's consideration. **Option 1**, Administration's recommendation, allocates funding based on the anticipated tourism benefits and overall community impact of each eligible project. **Option 2** distributes the available funding equally among the eligible applicants. Council may approve either option or provide alternative direction regarding the allocation of the available MAT funding.

**Financial:**

The Municipal Accommodation Tax Funding Program has **\$7,769.05** available for distribution in 2026. The four applications received request a combined total of **\$15,613.25**, resulting in funding requests that exceed the available balance by *\$7,844.20*

No additional municipal contribution is required unless Council chooses to allocate funding beyond the available MAT balance. Any funding approved by Council will be paid from the Municipal Accommodation Tax reserve (or MAT funding account, if applicable).

Should Council approve Administration's recommended **Option 1**, the full available MAT funding balance of **\$7,769.05** will be allocated. If Council wishes to pursue an alternative funding allocation, the total approved amount should not exceed the funds currently available within the MAT program.

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 02 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 02 Jul 2026



Town of Smooth Rock Falls  
Regular Council Meeting  
**Staff Report**  
AIR - 20260197

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**Meeting:** Regular Council - 06 Jul 2026  
**To:** Municipal Council  
**Subject:** Invitation – Township of Opatatika 50th Anniversary and Parish of Opatatika 100th Anniversary  
**Prepared by:** Nathalie Vachon, Municipal Clerk

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**Recommendation:**

**BE IT RESOLVED THAT** Council receives the invitation from the Township of Opatatika to attend the Official Opening Ceremony celebrating the 50th Anniversary of the Township of Opatatika and the 100th Anniversary of the Parish of Opatatika, to be held on Friday, July 31, 2026, at 6:00 p.m.;

**AND FURTHER THAT** Council authorizes the attendance of the following individuals as the Town of Smooth Rock Falls' representative(s), with registration fees and eligible travel expenses to be paid in accordance with the Town's policies.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Summary:**

The Town has received an invitation from the Township of Opatatika to attend the Official Opening Ceremony celebrating two significant community milestones:

- the 50th Anniversary of the Township of Opatatika; and
- the 100th Anniversary of the Parish of Opatatika.

The ceremony is scheduled as follows:

- **Date:** Friday, July 31, 2026
- **Time:** 6:00 p.m.
- **Location:** Opatatika, Ontario

The event forms part of a three-day celebration and includes the official opening ceremony, welcome cocktail, food service, and admission to all live entertainment and performances. Admission is \$55.00 per person, and advance ticket purchase is required due to limited seating.

**Attachments:**

[Invitation 50e Opas\\_SRF](#)

**Reviewed and Approved by:**

Yvan Marchand, CAO-Treasurer      Approved - 03 Jul 2026

Nathalie Vachon, Municipal Clerk      Approved - 03 Jul 2026



## CANTON d'Opasatika TOWNSHIP

50, chemin du Gouv. / Government Road — C.P. / P.O. Box 100 — Opasatika, ON P0L 1Z0  
T (705) 369-4531 — ct@opasatika.net

Mayor Patrick Roberts and Council  
142, 1e Avenue  
Township of Smooth Rock Falls  
Smooth Rock Falls, ON P0L 2B0

July 2, 2026

**Subject: Invitation to the Official Opening of the 50th Anniversary of the Township of Opasatika and the 100th Anniversary of the Parish of Opasatika**

Dear Sir or Madam,

It is with great pleasure that the organizing committee invites you to attend the **Official Opening Ceremony** celebrating the **50th Anniversary of the Township of Opasatika** and the **100th Anniversary of the Parish of Opasatika**.

This special event will take place on:

**Friday, July 31, 2026**

**6:00 p.m.**

**Opasatika, Ontario**

Join us as we celebrate these two historic milestones in a warm and festive atmosphere alongside residents, former residents, families, friends, and distinguished guests.

The admission fee is **\$55.00 per person**.

Your official pass includes:

- Admission to the Official Opening Ceremony;
- A welcome cocktail;
- A selection of cheeses;
- An assortment of cold meats;
- Duck;
- **Admission to all live entertainment and performances throughout the three-day celebration.**



These anniversaries provide a unique opportunity to Honor our community's rich history, recognize those who have contributed to its growth, and celebrate the spirit that continues to unite us.

We would be honored by your presence as we commemorate this memorable occasion together.

Please confirm your attendance and purchase your tickets as soon as possible, as seating is limited. You may contact the township at 705-369-4531 or directly online at: <https://www.opasatika.net/en/product-page/la-passe-officielle-official-pass>

We look forward to welcoming you on **July 31, 2026**, for an unforgettable celebration.

Sincerely,

**The Organizing Committee**  
**50th Anniversary of the Township of Opasatika**  
**100th Anniversary of the Parish of Opasatika**