

Town of Fort Frances
2021 Information Package for Preparing Written Proposal
For the Operation of the Sorting Gap Marina
RFP# 2021-CS-04

Preamble

The Corporation of the Town of Fort Frances wishes to enhance the services provided to the general public when visiting the waterfront and Sorting Gap Marina. In order to accomplish this, the Town is of the opinion that an opportunity exists for a private operator or entrepreneur to operate out of the existing Sorting Gap Marina Building, where the operator could provide a wide range of food, beverages, confectionary products and other services associated with a Marina building, lake, and docks. The Town is requesting that written proposals are submitted prior to April 13, 2021 at 2:00 pm. Information regarding the Sorting Gap Marina and how it was operated in the past is outlined below. In order for the Town to properly evaluate the proposals received, one shall include all the requested information as outlined in this information package. Evaluation of the proposals will be done based on the criteria laid out in schedule D attached to this package.

1. General information regarding the Sorting Gap Marina

- 74 Dock slips at the Sorting Gap
- 3 other dock locations on the river where slips are available for sale (Crowe Ave, Butler Ave, Rainy Lake Sports)
- Dual Boat launch pad
- Docking system for transient traffic
- Fuelling station with premium fuel being offered
- 2 scoop and serve freezers (Ice cream sales must be included in all proposals to be considered as eligible for Operating the Sorting Gap Marina)
- 1 large chest freezer
- 1 upright freezer
- 1 pepsi cooler
- 1 convenience freezer
- Men's washroom area
- Ladies washroom area
- Camera System with views including the docks, the launch, the hallet and the fire tower. The Town will need access to this system in the event of damage to any Town property, and access shall be granted by the operator in a reasonable period of time.
- Customs checkpoint at the Rainy Lake docks, this will need to remain available to customs.
- The building must be heated to a minimum of 10* Celsius year round.

2. Operational Information – Outlined below is how the Sorting Gap Marina was operated in the past. Your proposal should clearly indicate how you intend to operate the Sorting Gap Marina beginning in 2021.

- **Marina Season** – May long weekend (May 22, 2020) to September long weekend.
- **Operation of Sorting Gap Building** -The Marina Building was staffed for 9 hours per day 7 days per week from 12:00 noon – 9:00 pm.
- **Hallet and Fire Tower** – Please clearly indicate if you would continue to collect fees for using these facilities and remit them to the Fort Frances Museum. In 2021 it is not expected that these attractions will be open, however this requirement would be in effect from 2022 forward.
- **Dock slip Pricing** – Dock slips are priced at \$510.00 for a Sorting Gap slip in 2021 if the Marina is operated by the Town, please indicate in your proposal what price you would be offering the slips at in 2021.

- **Washroom facilities must be made available to the public.** – Your proposal must stipulate that you will provide washroom facilities out of the Sorting Gap Marina Building at a minimum of the operating hours.
 - **2020 Ground Maintenance** – The Town’s staff were responsible for cutting grass, trimming trees, picking up debris and litter, emptying garbage cans on the property, repairing picnic tables, cleaning and supplies for both washrooms and building maintenance for the Sorting Gap Marina Building, and washrooms. The Town will continue to plant the flowers in the flower beds but the Operator will be required to weed these beds.
3. **Term:** Outline how long of a term you as an operator are willing to enter into an agreement with the Town for the operation of the Sorting Gap Marina.
4. **Sorting Gap Marina & Dock Area:** The Operator shall have the exclusive right to use the common areas located in the Sorting Gap Marina Building, the Sorting Gap Docks, and the docks located at Butler Ave, Crowe Ave, and Rainy Lake Sports. The Rainy Lake Sports docks is a Canada Customs and Border Agency Check Point and Customs must be allowed to continue to use these docks.
5. **Rent:** Outline what you as an Operator are willing to pay the Town on a monthly rental basis for 5 months for the Sorting Gap Marina and Dock slips from May to September. A minimum rental amount of \$6,458.00 and 10% of gross revenue is required to offset Taxes, insurance, dock maintenance and the Beach Management Agreement which you will find attached to this document. The lease is a year round lease and the operator will be responsible for all costs associated with the building over the year, however only 5 rent payments will be made starting in May and ending in September each year.
6. **Collection of Dock Rental Fees:** The Operator will be responsible to collect all dock rental and launch fees as outlined in Schedule “A”. All revenues collected from dock rentals will belong to the operator.
- Previous three (3) years of Revenue derived from Dock Rental and Launch Fees -
 1. 2018 - \$ 33,125.11
 2. 2019 - \$ 33,597.27
 3. 2020 - \$ 38,490.68
 4. The three-year average - **\$ 35,071.02** – Over the last three (3) years the Dock slip rental and launch rates have remained constant. Where in 2021 the dock rental fees have increased by approximately 20.6% to \$510 and is scheduled to go to \$600 in 2022. The Town is expecting to receive \$42,910.00 in revenue from Dock rental and launch fees in 2021.
- 7.0 **Taxes:** All municipal taxes levied against the Sorting Gap Marina Building are included in Rent paid to the Corporation of the Town of Fort Frances as noted in point 5. above.
- 8.0 **Hours of Operation:** The Operator shall outline the proposed hours of operation from the May long weekend into the Labour Day Weekend in September. If there are plans to operate outside of these dates please outline this in the proposal as well.
- 9.0 **Scope of Food/Confectionery/Fuel Services:** The Operator shall be responsible for all costs involved in the preparation and serving of food, beverages, and fuel dispensing at the Sorting Gap Marina. The Operator shall receive all other revenues derived from food, concession, gift items, Fuel. confectionery and beverage sales. All employees that are dispensing fuel must have TSSA training to be compliant. All food services on the premises must comply with the Ministry of Health’s Health Protection and Promotion Act. Clearly outline the food and confectionery products, which will be available on the premises. All orders by the Public Health Inspector related to the food service premises must be complied to within the allotted time and at the Operator’s expense.
- Previous three (3) years of Revenues and Expenditures for Confectionery
 - 2018 – Revenue- \$ 60,223.80 Expenditures – \$33,421.28 Net Profit - \$ 26,802.52
 - 2019 – Revenue- \$ 59,216.85 Expenditures – \$31,615.97 Net Profit - \$ 27,600.88
 - 2020 – Revenue- \$ 33,896.38 Expenditures – \$13,200.41 Net Profit - \$ 20,695.97
 - Previous three (3) years of Revenues and Expenditures for Fuel

- 2018 – Revenue- \$ 18,867.18 Expenditures – \$17,389.23 Net Profit - \$ 1,477.95
- 2019 – Revenue- \$ 21,630.86 Expenditures – \$20,752.65 Net Profit - \$ 934.89
- 2020 – Revenue- \$ 12,303.94 Expenditures – \$11,326.24 Net Profit - \$ 977.70

This information has been provided for the Operator to assist in determining the potential sales for 2021. Please note that the Sorting Gap was open for only 2.5 months out of the expected 3.5 months in 2020 due to COVID thus reducing the volume of sales.

- 10.0 **Reports:** The Operator shall provide the Town with a monthly written report detailing revenues from operations for purposes of collecting the 10% gross revenue amount per the Beach Management Agreement.
- 11.0 **Staffing:** The Operator shall be responsible for providing trained personnel, to be in compliance with any regulations that govern operations including but not limited to TSSA, and any food service regulators.
- 12.0 **Meetings:** The Operator or a representative of the Operator must make himself or herself available to attend meetings upon request by the Town during the Term of this agreement.
- 13.0 **Equipment and Maintenance:** The Operator shall be responsible for maintaining and keeping in good working order all equipment provided in the Sorting Gap Marina Building. Any damage due to neglect or negligence to the Sorting Gap Building and/or equipment supplied by the Town under this agreement will need to be repaired at the Operators expense. General maintenance of the building will also be the responsibility of the Operator. A list of equipment provided to the Operator at the Sorting Gap Building is attached hereto as Schedule "C". All other required equipment must be purchased and maintained by the Operator.
- 14.0 **Notice Requirement** - The Operator shall promptly give notice to the Town of any damage or defect in the Sorting Gap Building or the equipment therein, whether or not the Town is obliged to repair same, once they become aware.
- 15.0 **Building Alterations:** Provided the Operator provides detailed plans and specifications to the Town of Fort Frances with respect thereto and provided the Operator obtains written consent of the Town of Fort Frances, the Operator may make alterations to the Sorting Gap Building and may install fixtures, articles and improvements in the Sorting Gap Building. The Operator covenants and agrees that any alterations and improvements shall be performed in accordance with all municipal and governmental building regulations and standards and the Operator shall obtain all such permits and consents as may be required in this regard at its own expense, and that such work shall be performed in accordance with the terms of such permits and consents. The Operator further covenants that all work so as not to create a nuisance, and that all work to be performed will be of first class quality, using first class materials installed by qualified contractors in a good and workmanlike manner. The Operator specifically covenants and warrants that the Operator shall be responsible for any damage caused to the structure of the Sorting Gap Building because of any modification or renovations herein mentioned to the extent that any damage is caused by the Operator, its employees, agents, servants, contractors or any other person for whom the Operator is in law responsible.
- 16.0 **Utilities:**
 - **Water, Sewer, and Electrical** - The Operator shall be responsible for all the sewer, water and electrical utility costs.
 - **Telephone** - As a result of the telephone number being posted on the Town's website, the telephone number will be transferred to the Operator. The Operator shall be responsible for all monthly, local and long-distance telephone charges incurred by telephone located in the Sorting Gap Marina Building during the term of this agreement. Upon termination of the lease, the Operator agrees to transfer back the phone number to the Town.
 - **Waste** - The Operator shall be responsible for the cost of collecting, transporting and Landfill Site tipping fees for the waste generated by the operation of the

Sorting Gap Marina Building and within 15.239 meters or 50 feet in all direction from the outside wall of the Sorting Gap building.

- 17.0 **Insurance:** The Operator covenants that it will take out and maintain throughout the Term, naming the Town of Fort Frances as additional insured and including without limitation, protection of the Town in respect of claims by the Operator as if the Town and CBSA were separately insured:
- Comprehensive general public liability insurance (including bodily injury, death and property damage) on an occurrence basis with respect to the use of the Sorting Gap Building and the Operator's use and occupancy thereof, and with respect to any substances escaping from the Sorting Gap Building, in an amount of not less than \$5,000,000.00; and
 - Insurance in respect of fire and usual extended perils covering the Operator's fixtures, leasehold improvements, stock-in trade, chattels, and furniture at the Sorting Gap Building in an amount not less than the replacement cost thereof; and
 - Copies of certificates of all such insurance shall be supplied to the Town prior to the commencement of each season during the Term and the Operator agrees that if the Operator fails to take out or keep in force any such insurance, the Town has the right, without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Operator which cost shall be payable on demand.
- 18.0 **Assignment and Subletting:** The Operator shall not transfer or otherwise encumber this agreement to another person, firm or corporation, or sublet or part with the possession of the whole or any part of the Sorting Gap Building without the prior written consent of the Town, not to be unreasonably withheld. Any assignment or subletting will not relieve the Operator from any of its obligations under the agreement and all costs, including reasonable legal costs incurred by the Town in connection with such consent shall be borne by the Operator.
- 19.0 **Cleaning of Sorting Gap Building:** The Operator shall at its own expense from and after the Commencement Date and during each period of the Term, provide all janitorial supplies and cleaning services in the Sorting Gap Building and dock areas.
- 20.0 **Right of Entry:** The Town and its agents shall have the right to enter the Sorting Gap Building at all reasonable times and immediately in the case of any emergency, for any reasonable purpose including inspecting the state of repair or making repairs provided that other than in the case of an emergency, the Town will provide the Operator with twenty-four (24) hours notice of its intentions to enter the Sorting Gap Building.
- 21.0 **Termination of Agreement:** The Operator agrees that in the event the Town ceases to retain a lease of the Lands or permanently discontinues its operation of the Lands as the Sorting Gap Marina at any time during the Term of this agreement, then in such case this agreement shall, forthwith and without notice, terminate and cease to be in effect and the Operator shall not be entitled to any form of compensation or payment because of the termination of this agreement.
- 22.0 **Dock Maintenance** – The Town's workforce will continue to provide the same level of maintenance of the docks as in 2020.
- 23.0 **Business Licence Requirement** – The operator covenants to observe and fulfil the lawful provisions and requirements of all statutes, orders-in-council, by-laws, ordinances, rules and regulations, municipal or parliamentary relating to establishing and operating a business in the Town of Fort Frances.
- 24.0 **Written Proposals** – must be clearly marked **Sorting Gap Marina Operator** and enclosed in a sealed envelope addressed or delivered to:

**Mr. Doug Brown
Chief Administrative Officer
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9**

On or before 2:00 pm Local Time, Tuesday, April 13, 2021. Proposals will be opened immediately thereafter in the Committee Room of the Civic Centre. Lowest or any Proposal not necessarily accepted. The Town reserves the right to reject any or all bids, to waive irregularities and informalities therein, and to award the Proposal in the best interest of the Town in its sole and unfettered discretion. All proposals must clearly reference **RFP# 2021-CS-04** when submitted. The accepted Proposal must be approved by Council. The opening will be done publicly via Microsoft Teams and a link will be posted on the Town Website, and a copy of the link is below.

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 807-701-5975,,20979257#](#) Canada, Thunder Bay

Phone Conference ID: 209 792 57#

[Find a local number](#) | [Reset PIN](#)

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25.0 **Additional Information** -Questions regarding this Proposal or information package must be directed to: **Aaron Bisson**, Recreation and Culture Manager – 274-4561 ext. 1717 or abisson@fortfrances.ca

SCHEDULE “A”

2021 Sorting Gap Marina Rates

All rates are plus HST
(below find the rates the Town is proposing for 2021)

Sorting Gap Dock Slip	\$ 510.00
River Slips	\$ 323.19
Daily (overnight)	\$ 10.44
Weekly	\$ 51.90
Launch Fees Daily	\$ 8.14
Launch Fees Seasonal	\$ 58.41
Launch Fees Commercial	\$ 195.62

SCHEDULE “B”

**2020 PRICE & PRODUCTS SOLD AT
Sorting Gap (plus HST)**

Confectionery Items

Pop	\$2.43
Water	\$1.77
Ice	\$2.90
1 scoop of ice cream	\$2.50
2 scoops of ice cream	\$3.50

SCHEDULE “C”

2020 Sorting Gap Marina Building

List of Equipment Within Sorting Gap Building

- 1 Fan
- 1 Air Conditioner
- 1 Deepfreeze
- 1 Fridge
- 1 Battery Operated Clock
- 1 Fire Extinguisher
- 1 First Aid Kit
- 2 Hard ice cream service freezers
- 1 frozen treats freezer

SCHEDULE “D”

2020 Sorting Gap Marina Proposal Evaluation Criteria

PROPOSAL EVALUATION

The Town of Fort Frances will review the proposal submitted by each individual potential Operator during April 2021. A scoring system will be utilized on the following categories:

- 1) Quality of the proposal submitted - ease of understanding, required components of the Request For Proposal
- 2) Past Experience in a hospitality or customer service industry
- 3) Key Personnel assigned to the project
- 4) Proposed monthly rent payment (to be paid for 5 months starting May with the final payment being September each year)
- 5) Greatest perceived benefit for the Town and its citizens including but not limited to: operating hours, proposed offerings at the location.
- 6) Future plans for the area and potential expansion of the business

It should be clearly understood that the Town of Fort Frances has the right to assign weighting to each of the 6 above mentioned categories and if any proposal submitted fails to include any mandatory requirements as outlined in the Terms of Reference, the proposal is automatically disqualified.

2020 Statement of Operations- General Fund

	Actual to December 31/16	Actual to December 31/17	Actual to December 31/18	Actual to December 31, 2019	Actual to December 31, 2020
<i>Waterfront Development (Sorting Gap Marina)</i>				-	-
REVENUE				-	-
Dock Rentals	(17,369.00)	(22,239.72)	(25,990.91)	(26,822.80)	(29,215.84)
Confectionery	(51,342.76)	(59,064.16)	(60,223.80)	(59,216.85)	(33,896.38)
Expense Recoveries			-	-	-
Launch Fees	(4,398.33)	(5,168.65)	(7,134.20)	(6,774.47)	(9,274.84)
Sales - Gas & Oil	(15,603.79)	(16,437.05)	(18,867.18)	(21,630.86)	(12,303.94)
Sales - Confectionery			-	-	-
Provincial Grants - MNM			-	-	-
Expense Recoveries			-	-	-
Total Revenue	(88,713.88)	(102,909.58)	(112,216.09)	(114,444.98)	(84,691.00)
EXPENDITURES				-	-
Administration				-	-
Distributed Salaries/Wages	15,344.28			-	-
Distributed Benefits	379.32			-	-
Salaries Full Time		1,029.94	-	-	13,293.47
Overtime, Shift, Recall	563.64	593.71	795.22	1,111.50	798.05
Vac, Stats, Holiday	993.45		-	-	-
Hourly Part Time	19,081.22	36,992.17	39,653.31	43,810.99	11,993.28
Employer Benefits					481.83
WSIB	594.37	1,164.57	1,287.71	1,409.94	606.59
CPP	599.15	1,248.71	960.30	1,329.18	866.19
EI	543.19	871.34	935.18	1,015.56	539.63
Employer OMERS					1,268.35

2020 Statement of Operations- General Fund

	Actual to December 31/16	Actual to December 31/17	Actual to December 31/18	Actual to December 31, 2019	Actual to December 31, 2020
EHT	402.43	731.52	703.14	873.13	509.87
Active Net Processing Fees			275.66	352.18	1,229.92
Communications	449.84	674.38	682.84	1,353.15	1,071.24
Overtime				101.99	-
Office Supplies	428.22	865.03	188.97	298.79	496.82
Cleaning/Janitorial Supplies	364.30		-	-	-
MNR Rent (10% of Gross Revenue)	8,871.39		11,221.61	11,444.50	-
Advertising & Public Notices			-	-	250.00
Bank Service Charges	448.35	180.00	228.72	406.20	469.00
Cash Over/Under		(179.41)	74.24	(90.05)	(151.98)
Foreign Exchange	(685.42)	(459.08)	(445.17)	(445.31)	(1.56)
Credit Card Discount	730.28	704.66	839.28	1,196.38	948.43
Active Net Transaction Fee			320.87	650.33	2,086.68
Gas/Fuel			-	63.28	-
Gas Purchases for Resale	12,233.41	13,673.03	17,389.23	20,752.65	12,399.57
Confectionery Expenses	29,953.96	33,136.79	33,421.28	31,615.97	13,200.41
	91,295.38	91,227.36	108,532.39	117,250.36	62,355.79
Buildings & Grounds				-	
Distributed Salaries/Wages	863.39			-	
Distributed Benefits	284.92			-	
Salaries Full Time		1,358.99	2,102.16	11,174.84	7,917.64
Salaries Part Time			22.41	-	-
Employer CPP		64.81	107.73	585.42	431.42
Employer EI		29.70	48.87	247.75	165.69
Employer OMERS		127.25	212.64	1,112.86	791.91
Employer EHT		25.28	45.27	238.31	170.37
Employer Benefits			29.41	890.18	651.63
Employer WSIB		42.72	72.81	384.39	202.62
Hydro Charges	4,124.07	3,270.26	3,224.72	2,774.36	1,423.11

2020 Statement of Operations- General Fund

	Actual to December 31/16	Actual to December 31/17	Actual to December 31/18	Actual to December 31, 2019	Actual to December 31, 2020
Water & Sewer Charges	632.94	854.56	752.08	917.93	1,022.83
Waterfront PIL Taxes	16,044.64	16,208.01	16,005.59	16,508.74	16,978.60

2020 Statement of Operations- General Fund

	Actual to December 31/16	Actual to December 31/17	Actual to December 31/18	Actual to December 31, 2019	Actual to December 31, 2020
Janitorial Cleaning Supplies	510.77	2,561.73	2,791.52	2,286.50	728.46
Contracted Services	4,022.35	5,134.00	5,849.47	8,084.03	5,209.49
Equipment Rentals - Owned	407.87	527.16	1,465.20	5,613.87	6,526.04
Repairs & Maintenance	1,864.83	1,206.06	551.72	3,290.42	1,169.91
Riverfront Maintenance	308.00		-	2,197.00	1,469.22
Insurance	8,171.31	8,316.36	7,822.78	4,299.15	2,870.50
	37,235.09	39,726.89	41,104.38	60,605.75	47,729.44
Total Revenue	(88,713.88)	(102,909.58)	(112,216.09)	(114,444.98)	(84,691.00)
Total Expenses	128,530.47	130,954.25	149,636.77	177,856.11	110,085.23
<i>Total Waterfront Development</i>	39,816.59	28,044.67	37,420.68	63,411.13	25,394.23



Ministry of
Natural
Resources

Beach Management Agreement

NO. 003

THIS AGREEMENT made the 5th day of April, 2007 under Section 44 of the Public Lands Act.

BETWEEN:

THE MINISTER OF NATURAL RESOURCES
for the province of Ontario,
hereinafter referred to as the
"Minister",

OF THE FIRST PART;

-and-

THE CORPORATION OF THE TOWN OF FORT
FRANCES, hereinafter referred to as
the "Corporation",

OF THE SECOND PART

WHEREAS under Section 44 of the Public Lands Act, the Minister and a municipality may enter into an agreement respecting the control and management by the municipality of any public lands composed of beaches or lands covered with water.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements and undertakings herein, the parties hereto covenant and agree with each other as follows:

1. The public lands described in Schedule "A" attached hereto and hereinafter referred to as the "control area" are placed under the control and management of the Corporation for a period of twenty-five years from the first day of April, 2006.
2. Before commencing any development of the control area, the corporation shall submit plans and specifications of the proposed development to the local District Manager of the Ministry of Natural Resources hereinafter referred to as the "District Manager", and shall not proceed with the development until the plans and specifications have been approved in writing by the District Manager, who may approve them as submitted or with such alterations therein as he deems advisable.
3. The Corporation shall enact such by-laws as are necessary to enable it to comply with the proposed uses and developments set forth in the plans and specifications referred to in paragraph 2.

4. The Corporation shall be responsible for all costs of such survey work as is deemed necessary by the Minister to establish the external boundaries of the control area and, within the control area, any boundary lines between public lands and privately-held lands.
5.
 - (1) The Corporation covenants that forthwith upon the execution of the agreement, it will enter into negotiations with the existing holders (if any) of leases, licences of occupation, or land use permits issued by the Crown in the control area, to continue in occupation and or use under terms and conditions and at rents agreed upon and evidenced by leases to be issued by the Corporation, but no such lease shall be issued by the Corporation for a term in excess of the then unexpired term of this agreement.
 - (2) A copy of every lease to be issued by the Corporation pursuant to clause 5(1) shall be filed with the District Manager and thereupon the District Manager will arrange for cancellation of the leases, licences of occupation, or land use permits issued by the Crown and send a copy of the notice of cancellation to the Corporation.
6. Apart from the leases that may be issued by the Corporation under clause 5(1), the Corporation may grant leases permitting occupation of any other part or parts of the control area to such person or persons and for such term or terms which the Corporation sees fit, provided only that no such lease shall be for a term that exceeds the then unexpired term of this agreement.
7. The Minister or any authorized officer of the Ministry of Natural Resources may enter and inspect the control area and buildings or structures thereon at any time.
8. The Corporation shall file with the Minister on or before the 31st day of March in each year, an annual report of its progress, including an itemized list of all receipts and expenditures in such form and with such auditor's certificates and other information as the Minister may require.
9.
 - (1) Subject to subparagraph 2 of this paragraph the Corporation agrees to pay to the Treasurer of Ontario on or before the 31st day of March in each year a sum equal to ten per cent (10%) of the gross revenue shown in the statement referred to in paragraph 8.
 - (2) The Corporation agrees that the percentage of the gross revenue payable by the Corporation to the Minister of Finance under subparagraph 1 of this paragraph shall be subject to review and adjustment in each year during the term of this agreement.

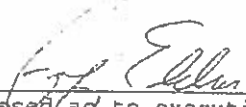
10. The Minister shall be under no liability whatsoever to any person, firm or corporation for any damages or injury, including death, of any person or persons caused by or resulting from the control and management of the control area by the Corporation, its servants or agents, and the Corporation will indemnify and save harmless the Minister, his servants or agents, from and against all claims of any nature whatsoever and from whatever source arising, for damages to property or injury to or death of any person or persons arising from, caused by or resulting from the control and management of the control area by the Corporation, its servants or agents.


PROVIDED that,

- a) Upon the expiration or sooner determination of this agreement, the Corporation shall remove from the premises any building, structure or thing thereon where the Minister or a person authorized by him, within thirty days after the expiry or sooner determination of the agreement, requests the Corporation in writing to remove any such building, structure or thing;
- b) In the event that a request is made pursuant to paragraph (a), the Corporation shall, within twelve months from the expiry or sooner determination of the agreement, remove at the expense of the Corporation the building or buildings, structure or structures, or thing or things which the Minister or the person authorized by him has requested be removed from the premises and the Corporation shall leave the premises in a safe and clean condition satisfactory to the Minister or the person authorized by him and;
- c) In the event that the Corporation neglects or refuses to comply with the request referred to in paragraph (a), the Minister or a person authorized by him may remove any or all buildings, structures or things from the premises and restore the premises to a safe and clean condition and the cost thereby incurred by the Minister or a person authorized by him shall be a debt to the Minister and may be recovered from the Corporation at the suit of the Minister in any court of competent jurisdiction.

IN WITNESS WHEREOF the Minister has executed this agreement under the hand of an officer duly authorized in that behalf and the seal of the Ministry of Natural Resources, and the Corporation has hereunto set its seal attested by its officers duly authorized in that behalf by Resolution No. 151 dated the 24th day of April, 2006.

SIGNED, SEALED and DELIVERED
in the presence of


Witnessed as to execution
by District Manager


Bill Darby
District Manager
Fort Frances District
On behalf of the Minister of
Natural Resources

THE CORPORATION OF THE TOWN OF
FORT FRANCES

By: 

And by: 

SCHEDULE

Firstly

Part of Location CL 13800,
Being part of the bed of Rainy River,
In front of the Colonization Road in front of
Lots 19 to 24, Rainy River Range,
And in front of the Town Plot of Alberton,
Geographic Township of McIrvine,
Town of Fort Frances,
Territorial District of Rainy River,
Containing 3.306 hectares, more or less,
Designated as Parts 1 to 13, both inclusive,
On Reference Plan 48R-4073.

Secondly

All of Location CL 14368,
Being part of the bed of Rainy River,
In front of the Colonization Road in front of
Lots 18 to 24, both inclusive, Rainy River Range,
And in front of the Town Plot of Alberton,
Geographic Township of McIrvine,
Town of Fort Frances,
Territorial District of Rainy River,
Containing 2.162 hectares, more or less,
Designated as Part 1 on Reference Plan 48R-4126.