

## TOWN OF FORT FRANCES

AGENDA - February 13, 2012

COMMITTEE OF THE WHOLE COUNCIL MEETING - Committee Room  
(Session No. 47) 5:30 p.m. to 6:57 p.m.

Page

### **Call to Order**

**Non-Agenda items to be considered later in this meeting, both in-camera and in open meeting.**

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

**In-Camera - 5:33 p.m. to 6:18 p.m.**

- 4.1 Multiplicities of Litigation (W. Derksen, Town solicitor will be in attendance).
- 4.2 Appeal of Zoning By-Law Amendment 08/98-TT.
- 4.3 850 Williams Avenue (pka Huffman School) - Proposal for Disposition/Development.
- 4.4 Application to Boards and Committees re: BIA.
- 4.5 Personnel Matter (M. McCaig will provide a verbal update).

**Non-agenda in-camera items**

**Public Session Resumes in Council Chambers: 6:25 p.m.**

**Consent Agenda - 6:25 p.m. to 6:30 p.m.**

- 7.1 Forest Fire Management Agreement with Ministry of Natural Resources. 3-34
- 7.2 Memorandum of Agreement - Canadian Red Cross Society. 35-46
- 7.3 Vandalism and Willful Damage Policy. 47-49
- 7.4 Emergency Services Capital Purchases. 50-53
- 7.5 Sunset Country Metis Financial Request. 54-57
- 7.6 Accessibility for Taxi Cabs. 58-59

**Consent Agenda - 6:25 p.m. to 6:30 p.m.**

- |     |   |       |
|-----|---|-------|
| 7.7 | Fort Frances High School Advertising Request. | 60-62 |
| 7.8 | Outstanding Accounts Receivable.              | 63-68 |

**Administration and Finance Division - 6:30 p.m. to 6:35 p.m.**

- |     |  |       |
|-----|--|-------|
| 8.1 | Mayor Roy Avis - Travel and Per Diem Claims.       | 69-72 |
| 8.2 | Councillor John Albanese - Per Diem Claim.         | 73-74 |
| 8.3 | Councillor Ken Perry - Travel and Per Diem Claims. | 75-79 |
| 8.4 | Councillor Paul Ryan - Per Diem Claim.             | 80-81 |
| 8.5 | Councillor Sharon Tibbs - Per Diem Claim.          | 82-83 |
| 8.6 | Councillor Rick Wiedenhoeft - Per Diem Claims.     | 84-85 |
| 8.7 | Officers and Signing Authority.                    | 86-89 |

**Operations and Facilities Division - 6:35 p.m. to 6:45 p.m.**

- |     |   |       |
|-----|---|-------|
| 9.1 | Report No. 4 Establishing 2012 Water and Sewer Rates (see also attached materials). | 90-95 |
|-----|---|-------|

**General - 6:45 p.m. to 6:50 p.m.**

- |      |                     |        |
|------|---------------------|--------|
| 10.1 | Accessibility Plan. | 96-106 |
|------|---------------------|--------|

**Information -**

- |      |  |     |
|------|--|-----|
| 11.1 | Building Department Statistics Report - January 1, 2012 to January 23, 2012. | 107 |
|------|--|-----|

**Non-agenda Committee Items - 6:51 p.m.**

February 8, 2012

Report to: Mayor and Council

Re: Forest Fire Management Agreement with  
Ministry of Natural Resources



Attached is a third party agreement with the Ontario Ministry of Natural Resources as it relates to forest fire management. Since the Town of Fort Frances has no crown land protection area the primary purpose of the agreement is to update the fee structure, entrench the rates at approximately 50% of the cost without an agreement and to formalize training expectations of the signatory partners.

This agreement is a continuation of past agreements and has been in place for many years. It is the recommendation of the Community Services Executive that the Mayor and Clerk be authorized to sign the agreement and the necessary by-law be prepared.

Respectfully submitted,

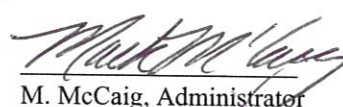
  
George A. Bell  
Manager of Community Services

**Council's approval of this report will** authorize the Mayor and Clerk to sign the Forest Fire Management Agreement with the Ontario Ministry of Natural Resources and prepare the necessary by-law.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Date:

Feb 8, 2012

  
M. McCaig, Administrator

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement") made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BETWEEN:

Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources (hereinafter referred to as the "Ministry" or "MNR")

AND

The Corporation of the Town of Fort Frances  
(hereinafter referred to as the "Municipality")

WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its expense Fires (defined below) within its limits pursuant to Section 21(1) of the *Forest Fires Prevention Act*, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA"), as amended or replaced from time to time; and

WHEREAS the parties wish to enter into this Agreement pursuant to Section 19 of the FFPA with respect to the prevention, control and extinguishment of Fires within the limits of the Municipality and the Unincorporated Territory (defined below), if applicable;

THEREFORE in consideration of the mutual promises and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **DEFINITIONS**

1. In this Agreement the following terms have the following meanings:
  - a) "Apparatus" means a Fire service vehicle that carries firefighting personnel and/or equipment, including without limitation pumpers, tankers and boats, and a Fire response vehicle that carries portable firefighting equipment to suppress Fires;
  - b) "Border Fire" means a Fire that straddles any part of a boundary between the Crown Protection Area and the Municipal Protection Area;

- c) “Comprehensive Protection Charge” and “CPC” mean either the annual rate for each hectare of Patented Land within the Crown Protection Area payable by the Municipality to the Ministry or the annual rate for each hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area payable by the Ministry to the Municipality (set out in Appendix “A” attached hereto and forming part hereof which will be annually adjusted prior to the start of the Fire Season annually to reflect the annual rate per hectare as set out in Appendix “C”), is charged with respect to land protected by one party for the other party and comprises all costs for prevention, management, and suppression of Fires;
- d) “Consumer Price Index” and “CPI” mean the index published by Statistics Canada for September of one year to August of the next year for the Province of Ontario in the All - Items category as defined by Statistics Canada;
- e) “Crown Protection Area” and “CPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” attached hereto and forming part hereof which the Ministry has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- f) “Fire” means any type of outdoor fire, including without limitation a campfire, grass, brush or forest fire, a fire in a charcoal barbecue, an outside wood burning furnace or a stove;
- g) “Fire Season” means the period from April 1 to October 31 in each year (as set out in Section 10 of the FFPA);
- h) “Incident” means a report of smoke or Fire to either party which is required to be investigated by the applicable party to determine if a Fire is occurring or an infraction of the FFPA or a municipal bylaw may be occurring;
- i) “Municipal Protection Area” and “MPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” and any area(s) within an area of Unincorporated Territory deemed to be included in the MPA with the written agreement of the parties pursuant to paragraph 4 b) which the Municipality has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- j) “Officer” means an officer as defined in or those persons deemed to be officers for the purposes of the FFPA;
- k) “Patented Land” means all privately owned land and patented land acquired and owned by the Crown in right of Ontario; and
- l) “Unincorporated Territory” means an area(s) which may be represented by a local services board where Fire protection services may be provided by the adjacent Municipality under the terms within their Municipal agreement. This area will be deemed to be included as part of the MPA area with the written agreement of the parties pursuant to paragraph 4 b).

## **FIRE PREVENTION AND COMPLIANCE**

2. a) The Municipality at its expense shall:
  - i) when implementing a Fire prevention plan for all areas of the Municipality, design a Fire prevention/education program based on the principles of the Ministry's FireSmart program;
  - ii) control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal Fire permit system consistent with the FFPA and applicable Ministry of Environment guidelines, as may be amended or replaced from time to time; and
  - iii) be responsible for the management and enforcement of any municipal Fire permit system enacted by it under authority of a bylaw.
- b) The Ministry at its expense shall be responsible for Fire prevention activities for areas of Unincorporated Territory when included under the terms of this agreement.

## **ANNUAL FIRE SUMMARY**

3. Each party shall provide a written summary of all Fires (Appendix "G") which it actioned under the Agreement during the most recent Fire Season to the other party on or before November 30th of each year that this Agreement is in effect.

## **CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA**

4. a) The CPA and MPA may be amended at any time upon terms satisfactory to both parties from November 1 to March 31 of any year during the Agreement with Appendix "A and B" being revised to reflect such changes agreed upon by the parties. All proposed changes must be implemented before April 1. However, when any of the following occur within the limits of the Municipality, the parties shall review as soon as possible the affected land area to determine which designation (CPA or MPA) applies to the area in question:
  - Annexation of land area;
  - Adjustment of the Municipality's boundaries; or
  - Large areas of recent storm/insect damage.

Implementation of the applicable designation to the area in question shall occur as soon as possible so that Incident response and Fire suppression services are provided.

- b) An area(s) of Unincorporated Territory may be deemed to be included in the MPA with Appendix "A" and Appendix "B" being revised to reflect such changes agreed upon by the parties. In such circumstances, the Municipality shall pass such by-laws as may be required to allow its Fire Department to leave the Municipality to respond to Incidents and to suppress Fires in the Unincorporated Territory.

## **TRAINING REQUIREMENTS**

5. a) The Municipality agrees that the following Ministry Fire training programs will be taught to all staff within the Municipality's Fire Department assigned to Fire operations:
- Municipal Fire Department Forest Fire Training (SP103); and
  - Air Attack Safety Training Module for Municipal Fire Operations.
- b) Following execution of the Agreement by both parties, the Ministry shall provide the Municipality free of charge the instructor training kit for each course listed in paragraph 5 a). The kits are designed to be utilized by local Fire Department training programs. The Ministry will provide technical advice if required to assist Municipality instructors to understand the training material as presented in the kits.
- c) The Municipality shall ensure that all Municipality staff responsible to respond to Incidents and suppress Fires are trained by the programs described in paragraph 5 a) and shall create training records and keep them up to date.

## **INCIDENTAL RESPONSE AND SUPPRESSION ACTIONS**

6. a) In consideration of the applicable CPC to be paid by the Municipality under paragraph 10 a) for a Fire Season, the Ministry at its expense shall respond to Incidents and suppress Fires within the Crown Protection Area. However, where on the request of the Ministry, the Municipality responds to an Incident or suppresses a Fire in the CPA, the Ministry shall pay the Municipality in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" attached to and forming part of this Agreement.
- b) In consideration of the applicable CPC to be paid by the Ministry under paragraph 10 a) for a Fire Season, the Municipality at its expense shall respond to Incidents and suppress Fires within the Municipal Protection Area. However, where on the request of the Municipality, the Ministry responds to an Incident or suppresses a Fire in the MPA, the Municipality shall pay the Ministry in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C".

At the request of the Municipality, the Ministry may assist in the investigation of any Fires which are of a contentious nature and undertake prosecutions for contravention of the FPPA.

- c) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, each party following receipt of an Incident within the limits of the Municipality shall immediately notify the other party of the Incident. The party with primary responsibility to do so shall investigate and determine if a Fire is occurring and if so, suppress the Fire and determine if an infraction of the FPPA or a municipal bylaw may be occurring.

- d) The Municipality shall ensure that its Fire resources when responding to an Incident or suppressing a Fire shall monitor the Fire Marshal High Band radio frequency of 154.070 in the event that Ministry aircraft arrive to support the Fire suppression operations.
- e) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, the party which first arrives on the scene of a Fire shall begin suppression of the Fire whether in the CPA or MPA. Compensation according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" associated with such action will not be paid to that party if the other party is responsible for suppressing Fires in the area in question unless and until the latter is notified of the Fire and approves continued action by that party.
- f) The Ministry shall exercise its powers under section 21.(1) of the FFPA and assume control of Fire suppression activities when it is determined in the opinion of an Officer that present suppression activities by the Municipality have the potential to result in one or more of the following conditions:
  - Loss of life;
  - Significant loss of private property; or
  - Significant loss of public property.
- g) Where the Ministry assumes control of Fire suppression activities under paragraph 6 f), the Municipality shall pay the Ministry in accordance with paragraph 11 b) for such activities according to the applicable rate(s) and fee(s) set out in Appendix "C".
- h) Where the Ministry and Municipality work together to suppress a Fire, both parties will follow the procedures set out in the Inter-Agency Fire Response Operating Guidelines, a copy of which is contained in Appendix "D" attached hereto and forming part hereof, as may be amended or replaced from time to time.

## **BORDER FIRES**

- 7. a) Where the Municipality and the Ministry, separately or together, suppress a Border Fire, each party shall pay its applicable percentage of the total suppression cost incurred by both parties calculated according to the applicable rate(s) and fee(s) set out in Appendix "C" in doing so as follows: for the Municipality, the percentage of area burned that is contained within the MPA and for the Ministry, the percentage of area burned that is contained within the CPA.
- b) Where the amount payable by a party under paragraph 7 a) exceeds the amount payable to that party for suppressing the Border Fire, that party shall pay the other party the excess amount in accordance with paragraph 11 b).

## **DISPUTES**

8. In the event a response to a Fire under the Agreement results in a dispute between the parties or where the Ministry assumes control of Fire suppression activities under paragraph 6 f), either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute, including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

## **CONCURRENT CALLS**

9. When a party is taking action to suppress a Fire and a higher priority emergency occurs that requires that party to leave the Fire, the parties agree that, unless the Fire is threatening human life, the new emergency takes precedence over the Fire.

Prior to leaving the Fire, the party which first took action to suppress the Fire shall notify and make arrangements for the other party to suppress the Fire and where possible, have one of its staff remain at the scene of the Fire to provide a briefing on the Fire to the other party taking over suppression of the Fire.

## **PAYMENTS**

10. a) The applicable CPC's payable by the parties are set out in Appendix "A" and the CPC rates are outlined in Appendix "C". The Ministry shall provide the Municipality at the time of renewal an updated copy of Appendix "A" indicating the applicable CPC fees for the Agreement term. Where discussions are ongoing to make modifications to the existing MPA or CPA fire management zones, the applicable changes to the CPC fee will be processed once the final MPA/CPA zone modifications are completed.
- b) The Ministry will provide notification to the municipality prior to February 28 each year of the agreement, changes to the CPC rate to be used in Appendix "A" for CPC calculations.
- c) Each party shall pay the other party within thirty (30) days of receipt of an invoice from the other party for the applicable CPC for each hectare of Patented Land within the CPA or each hectare of unalienated Crown land owned by the Crown in right of Ontario within the MPA, as applicable, for the forthcoming Fire Season.
- d) The Fire suppression rates and fees for ground and aerial Fire suppression services payable by the parties for the first year of the initial term of the Agreement are set out in Appendix "C". Such rates and fees payable for each subsequent year that the Agreement exists shall be such rates and fees payable in the previous year increased prior to the start of the Fire Season by the Ministry by the percentage change in the most current CPI (as compared to the previous year's CPI). The Ministry shall provide the Municipality an

updated version Appendix "C" to reflect any changes in such rates and fees by March 31 of each year.

Each party shall pay the other party any suppression rates and fees in accordance with paragraph 11 b).

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

## **INDEMNITY**

12. a) The municipality or Crown is responsible for its own insurance and shall carry all the necessary and appropriate insurance that a prudent person in the business of the municipality or crown would maintain, including but not limited to commercial general liability insurance.
- b) The municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any claim that may arise out of the Agreement.
- c) The Crown is not covered by the municipalities' insurance program and no protection will be afforded to the crown by the municipality for any claim that may arise out of the Agreement.
- d) Regardless of any other provisions of this Agreement to the contrary, neither party shall be liable for any consequential, indirect, incidental, special or punitive damages, including without limitation lost revenues, savings or profit, suffered by the other party or any third party with respect to any Claims arising out of or otherwise in connection with the Agreement even if the party in question has been advised of the possibility thereof.

- e) Fire fighters employed by or volunteering for a party are deemed to be employees of that party for the purposes of benefits under the Workplace Safety and Insurance Act whether working on Crown land or private land in the CPA, the MPA or the Unincorporated Territory.
- f) Each party shall be responsible for all damage to or loss of any Apparatus or other equipment which it supplies for use in suppressing Fires under this Agreement. The Fire suppression rates described in Appendix "C" include recovery of costs for normal wear and tear on Apparatus and such other equipment as well as the cost of repair of periodic breakage or accidental damage.

### **TERM AND TERMINATION; RENEWALS**

- 13. a) This Agreement shall commence April 1, 20\_\_\_\_ and must be reviewed every \_\_\_\_ year(s), unless terminated by either party in accordance with paragraph 13 b).
- b) Each party may terminate the Agreement:
  - (i) immediately upon written notice to the other party without liability if the other party commits or permits a breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the party not in breach demanding such breach be remedied; or
  - (ii) upon thirty (30) days prior written notice without liability for its convenience during the months of October to March prior to the next Fire Season.
- c) An Agreement review must be completed within sixty (60) days prior to April 1 of the review year, using the Agreement Review Checklist, Appendix "F", unless either party has provided written notice to the other party at least sixty (60) days prior to April 1 or earlier, of the scheduled review year under paragraph 13 a) that it wants to terminate the Agreement.
- d) If there are no changes made to the CPA or MPA areas (except for CPC's payable and suppression rates as described in section 10). Appendix "F" must be signed by the local Fire Management Supervisor and municipal official and attached to the Agreement document.
- e) At anytime when changes are made to the CPA or MPA areas that affect Fire response requirements and financial obligations to either party, a new Agreement document must be drafted and submitted to the Director of AFFES and Mayor/Reeve for signatures.

## GENERAL PROVISIONS

14. a) This Agreement represents the entire agreement between the parties regarding Fire prevention, control and extinguishment and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date this Agreement comes into effect.

This Agreement consists of the terms and conditions in the main body of this Agreement and its Appendices and any amendments executed in accordance with the terms of this Agreement.

In the event of any conflict or inconsistency between provisions of any of the documents which form part of this Agreement, the provision in the first mentioned document below shall govern:

- (i) any amendment to this Agreement;
  - (ii) terms and conditions in the main body of this Agreement; and
  - (iii) Appendices to this Agreement.
- b) Except as otherwise provided in paragraphs 10 a) and 10 d) with respect to changes to rates and fees, any change to this Agreement shall be by written amendment signed by the parties.
- c) Notwithstanding anything else in this Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, shall be void and of no legal effect.
- d) Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the first party of its right to require strict performance of any such terms or conditions and the obligations of the other party with respect to such performance shall continue in full force and effect.
- e) Neither party shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf. Neither party shall hold itself out as an agent, partner or employee of the other party.
- f) Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the parties or constitute an appointment under the *Public Service of Ontario Act*, 2006, S.O. 2006, c.35, as amended or replaced from time to time.

- g) In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.

**SURVIVING PROVISIONS**

15. Paragraphs 10 a), 10 d) (second paragraph only), 11 a), 11 b), 12 a), 12 b), 12 c), 12 d) 12 f), 14 and this paragraph of the Agreement shall survive its termination or expiry and continue to bind the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized representatives.

Her Majesty the Queen in right of Ontario as  
represented by the Minister of Natural  
Resources

By: \_\_\_\_\_

Director, Aviation, Forest Fire and  
Emergency Services Branch  
Provincial Services Division  
Name \_\_\_\_\_  
(pursuant to delegated authority)

The Corporation of

By: \_\_\_\_\_

Position \_\_\_\_\_  
Name \_\_\_\_\_

By: \_\_\_\_\_

Position \_\_\_\_\_  
Name \_\_\_\_\_

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

Fort Frances Agreement in effect from Year: 2012 To

Fort Frances

Municipality

\$0.95

Per Hectare CPC Rate

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total
Comprehensive		CROWN PAYS				MUNICIPALITY PAYS				Hectares
Protection Charge		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type
Unalienated Crown Land	Crown does not pay Municipal Taxes	0	\$0.95	100%	-	0	\$0.95		-	0
Provincial Parks	Crown pays grants to Municipalities	0	\$0.95	100%	-	0	\$0.95		-	0
Patented Land (Residential/farm, Farmlands, Multi- Residential, Commercial, Industrial) ----- Federal Lands	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	2,652	\$0.95		-	0	\$0.95	100%	-	2,652
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land	0	\$0.95		-	0	\$0.95	50%	-	0
Patent Mining Lands (Crown has Full Timber Rights ) <b>Patented after March 26, 1918</b>	Unit Class of M L (Mining lands) with a Tax Rate of C. ( Commercial) ----- Owner pays some taxes to municipality but has no interest above ground	0	\$0.95	100%	-	0	\$0.95		-	0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement	0	\$0.95	100%	-	0	\$0.95		-	0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R. gives Grant for significant conservation Lands)	0	\$0.95		-	0	\$0.95		-	0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province	0	\$0.95	100%	-	0	\$0.95		-	0
TOTALS		2,652			-	0			\$	2,652
		Crown Owes the Municipality				Municipality Owes the Crown				\$0.00

Agenda Item # 7.1...

**Appendix “B”**

**Municipality Map**

(illustrating the Crown Protection Area and Municipal Protection Area)

[NTD. client to insert]

Appendix C

Municipal Fire Agreement Rates to / from Municipalities  
Valid for 2011

	Assistance Under Agreement
<p><b>Comprehensive Protection Charges (CPC)</b></p> <p>CPC fees will be adjusted annually by the All Items CPI for Ontario from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<p>For 2011 CPC rates will remain unchanged.</p> <p>Starting April 1, 2012 a CPC rate increase will be phased in over the next 5 years until it reaches \$1.29/ha. Incremental rate increases are as follows; (0.95, 1.04, 1.12, 1.21, 1.29)</p> <p>In 2017 the CPC will be increased by averaging the 5 years prior CPI rates capped to a maximum increase of 4%</p> <p>In 2018 the CPC rate will increase annually by the CPI process.</p>
<p><b>Ground Suppression Services</b></p> <p>Manpower Units Apparatus Units</p> <p>Manpower and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> <li>• Flat Rate/False Alarm</li> <li>• \$690.00 per fire or</li> <li>• \$200.00 per half hour (30 min) for each;</li> <li>• Manpower Unit = 8 staff plus suppression gear</li> <li>• Apparatus Unit = Fire service vehicle with maximum 4 staff</li> </ul> <p>Personnel must be affixed to an Apparatus Unit prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver and pickup crews.</p> <p>Apparatus" means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumpers, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>
<p><b>Air tankers and Birddog</b></p> <p>CL215/415 and Twin Otters</p>	<p>2011 Rates</p> <p>CL415 Dispatch Fee = \$3350.00 Hourly rate = \$3010.00</p>

<p>Air tanker fees are set annually by the MNR and will be updated by April 30 each year.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>Twin Otter</p> <p>Dispatch Fee = \$1625.00 Hourly rate = \$1010.00</p> <p>Birddog Hourly rate = \$1160.00</p>								
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNR and will be updated by April 30 each year.</p> <p>No charge if used just to transport MNR crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>Contract Helicopters Rates 2011</p> <table border="0"> <tr> <td>Light</td><td>\$1210.00 per hour ,</td></tr> <tr> <td>Intermediate</td><td>\$1790.00 per hour,</td></tr> <tr> <td>Medium</td><td>\$3170.00 per hour ,</td></tr> <tr> <td>Heavy</td><td>(calculated at time of hire)</td></tr> </table> <p>(flying calculated as "time over fire" only )</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>	Light	\$1210.00 per hour ,	Intermediate	\$1790.00 per hour,	Medium	\$3170.00 per hour ,	Heavy	(calculated at time of hire)
Light	\$1210.00 per hour ,								
Intermediate	\$1790.00 per hour,								
Medium	\$3170.00 per hour ,								
Heavy	(calculated at time of hire)								
<p>Section C: Other Expenses Approved in the Suppression Plan</p> <p>All costs must be supported by actual invoices, or fire cost forms by either agency</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> <li>• Heavy equipment</li> <li>• Base camp operations and infrastructure support, accommodations</li> <li>• Incident Command Trailers</li> <li>• Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus</li> </ul>								

Appendix “D”

Inter-Agency Fire Response Operating Guidelines

[NTD. client to insert]



# ***INTER-AGENCY FIRE RESPONSE OPERATING GUIDELINES***

## FORWARD

This directive will be applied when Ontario Ministry of Natural Resources (OMNR) fire fighters or aircraft and municipal fire departments both respond to the same forest fire. The purpose of this directive is to ensure safe and effective cooperation between fire response agencies.

## DEFINITIONS

**Incident Commander:** the person in charge at the scene of the incident. This person is assigned by the agency responsible for the fire.

**Agency Representative:** the lead person for OMNR (i.e., FireRanger Crew Leader, Fire Management Technician, Fire Operations Supervisor) and the lead person for the municipality (usually the Fire Chief, Deputy Fire Chief or Fire Officer). One of the Agency Representatives is usually the Incident Commander responsible for the fire and the other is the lead representative for the agency supporting the fire response.

## RESPONSIBILITY FOR FIRES

Inside a fire region where no municipal agreement with the OMNR is in place, municipalities are responsible at their expense to extinguish grass, brush or forest fires within their municipal boundaries under Section 21 (1) of the Forest Fires Prevention Act (FFPA).

- Where a fire starts on Crown land within a municipal jurisdiction, the OMNR will reimburse the municipality for its suppression costs.

When a municipality has a municipal fire agreement with the OMNR, the response areas will be broken down into Municipal Protection Areas (MPA) and a Crown Protection Areas (CPA).

- Municipal Fire Departments are responsible for fires within the MPA
- OMNR is responsible for fires within the CPA

Municipalities, while still responsible for extinguishing fires within their municipality or MPA area, may turn over the suppression of a fire to the OMNR, or other suppression organization, under the following circumstances:

1. The fire department determines the fire has grown in size and/or complexity beyond their capabilities;
2. A structural fire situation or higher municipal emergency has developed that requires all the municipal resources;
3. Under rare circumstances where the OMNR determines that the actions taken by a municipality inside the fire region are inadequate, the OMNR may exercise its powers under Section 21 (1) of the FFPA, and assume suppression operations of the fire until such a time that fire suppression operations may be returned to the municipality.

When one agency supports the other in fire suppression efforts, the supporting agency will recover costs from the agency that has jurisdiction of the incident. For those areas that have a Municipal Agreement with the OMNR, the terms and conditions of that agreement will be followed. For all other areas, all invoices will be submitted according to each agency's policy.

## **AUTHORITY OVER RESOURCES**

- A municipality will direct its resources and retain all authority for the co-ordination of police, ambulance and other agency involvement;
- OMNR will retain authority for air attack and all OMNR personnel;
- Where heavy equipment is required, the municipality will use its authority to procure and direct it during a joint fire response.

## **INITIAL ARRIVAL AT A FIRE**

Irrespective of responsibility, the first organization arriving at a fire scene will commence fire suppression and is in charge of the fire until the appropriate lead agency arrives and assumes the command function. When an OMNR Agency Representative arrives at a fire that appears to be the responsibility of a municipality (inside an MPA or a municipality without an agreement):

1. The OMNR Agency Representative will immediately seek out the person in charge on behalf of the municipality (usually the Fire Chief or Deputy Fire Chief). If the OMNR is first to the fire site, the OMNR Agency Representative will focus on suppression operations until a municipal official arrives.
2. The OMNR official will identify himself/herself as the Agency Representative for the OMNR and will ask if the municipality requires continued assistance from the OMNR.
3. If the Municipal Agency Representative says they do not require OMNR assistance, the OMNR Agency Representative will document the conversation (including the name of the Municipal Agency Representative who has authorized this), and contact the Sector Response Officer (SRO). If the SRO and OMNR Agency Representative agree that the municipality can control the fire, OMNR resources can return to base. If the OMNR Agency Representative, through personal observation of the fire, fire behaviour, and values at risk, believes that the situation is beyond the capability of the municipal resources at the scene, he/she will discuss further support with the SRO.
4. If the Municipal Agency Representative says that they require OMNR assistance, the OMNR Agency Representative will document the conversation (including the name of the representative who has authorized this) and update the SRO.
5. The OMNR Agency Representative will update the local SRO with all information discussed in the field. The SRO will document this information in the SRO log book as a permanent record.
6. To avoid confusion, the OMNR Agency Representative will document the location of the fire using a GPS device. This is very important if the fire is located near a boundary with the CPA or another municipality.

All communication with the Municipal Agency Representative will be through the OMNR Agency Representative. The SRO will be contacted immediately if there is uncertainty about the responsibility for the fire, the status of the fire, or whether there are agreements in place.

## **INCIDENT COMMAND**

The representative of the agency responsible for the fire will be the Incident Commander unless the other Agency takes responsibility for the fire, as described above. Each agency will retain authority over its own resources, as described above.

Agency Representatives for both the OMNR and municipalities will wear a vest or other visible and clear identification indicating that they are in charge on behalf of their agency.

The style of joint operations will be at one of two levels, depending on fire conditions:

**Table 1: Factors used to determine Level of Operation**

	<b>Level 1 Operations</b>	<b>Level 2 Operations</b>
<b>Fire Behaviour Fire Complexity Risk to Values</b>	Fire Intensity Class 1 or 2 1 to 2 crews Low to Moderate	Fire Intensity Class 3 or higher 3 or more crews High to Extreme
<b>OMNR resource commitment</b>	1 or 2 crews Air Attack uncommon	3 or more crews Air Attack common
<b>Incident Commander</b>	OMNR Incident Commander level IV or V Municipal Captain or Lieutenant	OMNR Incident Commander level I, II or III Municipal Chief or Deputy Chief
<b>Operations</b>	Agency Reps meet, discuss situation, and agree on suppression plan. Both agencies' reps will work with their respective resources and can work apart from one another.	Set up a Command Post. Agency Reps remain together to ensure communication between Agencies and to coordinate suppression actions.
<b>Communication</b>	Contact between Agency Reps as required. OMNR Rep should provide OMNR radio to Municipal Rep. If no radio, Agency Reps will meet at regular times to discuss operations and adjust suppression operations.	Agency Reps remain together and communicate to fire fighters using respective communication systems. OMNR will provide OMNR radio to Municipal Rep to maintain communication link if Reps must be apart for a period of time.

***Every effort should be made to provide radio contact between Agency Representatives. All OMNR Radios will be retrieved when the OMNR operation leaves.***

## **AIR OPERATIONS**

Water bombing in conjunction with ground attack can present a hazard to ground crews. This hazard can be minimized with diligent air/ground co-ordination.

Where the municipality hires aircraft for fire suppression operations, and OMNR water bombers are working on the fire, the OMNR Air Attack Officer will control airspace and all aircraft activities. Only aircraft with direct radio communication with the Air Attack Officer can operate on the fire. Where the municipality has hired aircraft that are under the direction of a Municipal Incident Commander and no OMNR aircraft are involved in fire suppression, the OMNR Agency Representative should work closely with the Incident Commander to maximize the efficiency and safety of any aircraft operations on the fire.

## **AIR ATTACK**

If an OMNR Agency Representative is on the ground, air attack will communicate directly with the OMNR Agency Representative using the assigned OMNR radio frequency. This would include identifying any aircraft hired by the municipality.

If air attack arrives before OMNR personnel are on site, air attack will make contact with the Municipal Incident Commander prior to commencing bombing operations. All initial air-to-ground communications with the Municipal Incident Commander will be done on the VHF/FM frequency 154.070 MHZ (Provincial Office of the Fire Marshal frequency).

When the OMNR is not at a fire, requests for air attack may be made by a Municipal Incident Commander directly to the appropriate OMNR Sector Response Officer (SRO). This request is then relayed by the SRO to the OMNR Fire Duty Officer. If air attack is approved, the SRO will then notify the Municipal Incident Commander and advise them to immediately monitor 154.070 MHZ at the fire. The SRO will also advise the Municipal Incident Commander of the type, number of aircraft, the Bird Dog number and the Air Attack Officer's name, being dispatched to the incident along with an estimated time of arrival.

## **Lone Wolf Operations**

Because of the general complexity of interagency fire responses, every effort will be made to have an Air Attack Officer on-site. When this is not possible, lone wolf operations (where the bombing operation is not under the control of an Air Attack Officer) will be permitted when air/ground communications can be established between the pilot and the Incident Commander or OMNR Agency Representative. Bombing operations can only occur once the pilot is assured that it is safe to do so. As Municipal Incident Commanders may be unfamiliar with air attack and municipal fire fighters may be less visible than FireRangers, extreme caution must be used on lone wolf operations. Guidelines for these operations are included in the OMNR Air Attack Manual.

**Table 2: General direction for air attack operations on interagency fires**

The Air Attack Officer (AAO) and agency representatives share the responsibility for the safety of ground crews.

The AAO is responsible for determining the presence of ground crews before commencing air attack.

The AAO must be aware of each ground crew's exact location.

The drop zone includes a safety area of 120 by 350 meters around the target that must be clear of all personnel.

Air/ground communications must be maintained between the birddog aircraft or AAO and the ground crew(s). Unless otherwise directed, this communication link will be through the OMNR Agency Representative, if present, or the Municipal Incident Commander.

Birddog aircraft, CL-415's and Twin Otters are equipped with high band (VHF/FM) radios. High band radios are required for air/ground communications (154.070 MHZ) with the Municipal Incident Commander when OMNR ground personnel are not at the fire.

All Out of Province (OOP) water bombers are accompanied by a birddog aircraft. During their operational briefing, OOP birddogs are advised of the importance of Interagency Operating Procedures and the OFM radio frequency.

Air attack will be discontinued if the safety of ground crews might be jeopardized.

Any near miss, or direct hit of ground personnel by a drop, is an "incident" and must be reported immediately to the OMNR Agency Representative who will take prompt, corrective, action; as well as informing the local SRO. The local SRO will inform the Fire Duty Officer. An Incident Report must be completed.

## **TRAINING**

SP-103 "Municipal Fire Department Forest Fire Training" is recommended for municipal fire fighters that engage in fighting grass, brush, or forest fires.

SP-230 "Wildland Fire Strategies and Tactics Workshop for Municipalities" provides training suitable for Municipal Incident Commanders.

**Appendix “E”**

**Municipal Fire Information and Cost Report (Form 210)**

[NTD. client to insert]

## Municipal Agreement Fire Information and Cost Report

## Part I

Issued to \_\_\_\_\_ Date: \_\_\_\_\_

dd-mm-yyyy

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fire Number \_\_\_\_\_ Municipal # \_\_\_\_\_ M.N.R. # \_\_\_\_\_

Fire Reported to Municipality Date: \_\_\_\_\_ Time: \_\_\_\_\_  
dd-mm-yyyy

Fire Reported to M.N.R. Date: \_\_\_\_\_ Time: \_\_\_\_\_  
dd-mm-yyyy

Zone \_\_\_\_\_ Basemap \_\_\_\_\_ Block \_\_\_\_\_

Initial Response Group \_\_\_\_\_ Fire Cause \_\_\_\_\_

Fuel Type \_\_\_\_\_

Lot \_\_\_\_\_ Concession \_\_\_\_\_ Surveyed Township \_\_\_\_\_

Hectares Burned \_\_\_\_\_ Crown Protection Area  Municipal Protection Area

Hectares Burned \_\_\_\_\_ Crown land \_\_\_\_\_ Private land \_\_\_\_\_

Source of ignition \_\_\_\_\_ Responsible Group \_\_\_\_\_

Fire Start: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
dd-mm-yyyy

Initial Fire Size : \_\_\_\_\_ Final Fire Size \_\_\_\_\_

Fire Out: Date: \_\_\_\_\_ Time: \_\_\_\_\_  
dd-mm-yyyy

Name of Fire Boss \_\_\_\_\_ Phone Number \_\_\_\_\_

## Part II

Page 27 of 107  
Revised Jan. 27, 2012

**Comments:** Manager explanation is required when assuming costs or referring to court for cost collection

\_\_\_\_\_  
Signature of Authorized Management Representative  
Certified Accurate, Complete and True

\_\_\_\_\_  
Date

**BORDER FIRE ONLY**

**M.N.R. USE ONLY**

**Municipal Agreement Fire Information and Cost Report                      Part III**

**Calculation of Border Fire Costs**

Agency Responsible	Hectares Burned	% of Area Burned	Agency's Total Costs	Costs Agency Responsible For	Agency to be billed for
Ministry    C.P.A.	0.0	#DIV/0!	\$0.00	#DIV/0!	#DIV/0!
Municipality    M.P.A.	0.0	#DIV/0!		#DIV/0!	#DIV/0!
<b>TOTALS</b>	0.0	#DIV/0!	\$0.00	#DIV/0!	
Amount Re-imbursed to Municipality					#DIV/0!
Amount to be Invoiced to Municipality					#DIV/0!

Border Fire Calculations are only used for joint fire operations.

Appendix "F"

Agreement Review Checklist

[NTD. client to insert]

## Municipal Agreement Review Checklist

**Name of Community**

**Fire Management Area:**

**Date Reviewed:**

**Fire Management Supervisor:**

\_\_\_\_\_

**Community Representative:**

\_\_\_\_\_

### **1. Community Evaluation:**

**Infrastructure Development:**

Has any new infrastructure been developed that extends into a CPA zone?

Select

Has there been any new cottage subdivision areas developed?

Select

**Road Network Expansion:**

Have any new roads been constructed allowing access for community Resources into CPA area?

Select

**CPA/MPA/CPZ Zones:**

Have there been changes to the current Appendix B figures? If there is, provide an explanation for the changes.

Select

Has there been a general review of all CPA/MPA/CPZ zones to improve existing boundary lines and reduce the amount of land managed by the MNR.

Select

**2. Risk Analysis:**

**Forest Fuels:**

Has any storm or insect damage occurred within an MPA/CPZ area that should be reviewed to determine if a boundary change is required? Select

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPZ area? Select

Through the FireSmart program is there an area of CPA that can now be established as an MPA/CPZ area? Select

Has the community conducted a risk assessment for a capabilities analysis of their fire services for the MPA/CPZ zones? Select

**3. Fire Suppression Resources:**

**Staffing:**

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPZ/CPA zones Select

**Operations:**

During the peak burning period can the community fire agency provide a timely and adequate fire response Select

**Equipment:**

Has a fire department assessment been completed and attached to the agreement file Select

Has there been any wildland fire equipment upgrades since the assessment that will enable the community to modify existing MPA/CPZ zones Select

**Training Program:**

Has the fire department received the new SP103, Air attack module package and Copyright licence. What year did they received the package? Select

**Resource locations:**

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now? Select

**Municipal Assistance:**

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area? Select

**4. Fire Education/Prevention:****FireSmart:**

Does the community have an existing forest fire prevention plan? Select

Is the community looking to upgrade or develop a prevention plan using the FireSmart program concepts? Select

During this renewal review, has the community presented a new FireSmart plan with new mitigation targets established? Select

**Enforcement:**

Has the community implemented by-laws to regulate burning and provide control measures under the FPPA?

Select

Does the community have a by-law enforcement officer?

Select

**Media:**

Has the community developed a media program to promote fire prevention initiatives?

Select

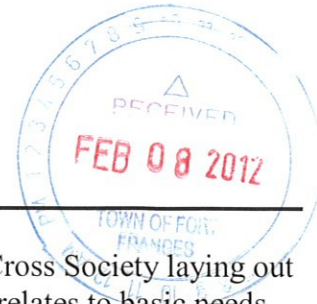
## Appendix G

Name of Municipality  
2011 Municipal Fire Summary[illegible]

February 8, 2012

Report to: Mayor and Council

Re: Memorandum of Agreement  
Canadian Red Cross Society



Attached is a memorandum of agreement with the Canadian Red Cross Society laying out the terms for the Red Cross to provide disaster relief services as it relates to basic needs of shelter, food and lodging.

The basic cost of the agreement is \$500 with additional training costs when completed. It is the recommendation of the Community Services Executive that the Mayor and Clerk be authorized to sign the agreement and the necessary by-law be prepared.

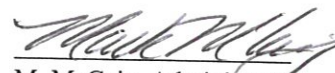
Respectfully submitted,

  
George A. Bell  
Manager of Community Services

**Council approval of this report will** authorize the Mayor and Clerk to sign the Memorandum of Agreement with the Canadian Red Cross for the provision of disaster relief services.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

  
M. McCaig, Administrator

## **MEMORANDUM OF AGREEMENT**

(The “Agreement”)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

**BETWEEN:**

### **THE MUNICIPALITY OF**

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART;

-And-

### **THE CANADIAN RED CROSS SOCIETY**

(Hereinafter referred to as the “CRC”)

OF THE SECOND PART.

**WHEREAS** the Municipality is responsible for safeguarding and protecting the health, safety and security of its citizens and for basic financial assistance for the purpose of providing basic needs, shelter and disaster relief to its citizens;

**AND WHEREAS** the Municipality wishes to put into place procedures and practices to deal with disasters within the Municipality;

**AND WHEREAS** the CRC is recognized officially as an auxiliary to the public authorities in providing protection and assistance to those affected by disasters, and has the resources and mandate to assist in the provision of disaster relief;

**AND WHEREAS** the Municipality wishes to enter into an agreement with the CRC for the provision of disaster relief services;

**NOW THEREFORE, IN CONSIDERATION** of the mutual terms and covenants herein contained, the parties covenant and agree as follows:

#### **1. TERM**

- (a) This Agreement comes into force and takes effect the day of \_\_\_\_\_ and shall be reviewed bi-annually by both parties. Upon mutual consent, the agreement will be signed within 30 days of the agreement date.
- (b) Notwithstanding paragraph 1(a), when an emergency as defined in *The Emergency Management & Civil Protection Act* arises prior to and continues beyond the term hereof, the parties shall continue to be bound by this Agreement until the state of emergency is terminated under the Act.

**2. INDEPENDENT CONTRACTOR**

- (a) The Society is an independent contractor and not the servant or agent of the Municipality.
- (b) Subject to the expenses which have been preauthorized wherever possible, given the conditions of the emergency, in writing by the Municipality, neither Party will, in any manner, whatsoever, neither commit nor purport to commit the other party to the payment of money to any person, firm or corporation.
- (c) The Municipality through its Emergency Operations Centre Control Group may, from time to time, give instruction to the Society as necessary in connection with the provision of the Services, but the Society will not be subject to the control of the Municipality in the manner in which such instructions are carried out, and is under no obligation to carry out instructions that exceed the scope of the Services.

**Definitions**

- 1. In this Agreement:
  - a) “Disaster” means a situation or an impending situation caused by the forces of nature, an accident, an intentional act or otherwise that constitutes a danger to life or property and includes:
    - (i) a situation necessitating action to arrange for temporary shelter for residents evacuated from their homes, prior to or without the official declaration of an emergency; and;
    - (ii) a situation necessitating the formal declaration of an emergency;
  - b) “Eligible Expenses” means the expenses incurred in the provision of Services of a type for which the CRC is entitled to be reimbursed by the Municipality;
  - c) “Evacuation Centre” means a centre identified by the Municipality for the temporary lodging of persons during a Disaster;
  - d) “Proper Officers” means those officers of the parties to this Agreement who have the signing authority to bind the party;
  - e) “Services” means the services to be provided by the CRC under this Agreement.

**Services**

- 1. The extent of the Services set out in Schedule “A” that can be provided by the CRC is conditional upon the finalization of the financial arrangements for this Agreement, under Schedule C - financial section.

2. The CRC will provide the Services set out in Schedule “A” upon receipt of the Municipality’s notification of a Disaster. However, nothing in this Agreement restricts the entitlement of the CRC to provide additional services at its own expense, in the absence of notification by the Municipality, and to raise funds independently for these additional services.

### **Designation of Evacuation Centre Sites**

The Municipality will designate sites as potential sites for an Evacuation Centre and will provide the CRC with a list of designated sites. All sites must meet Health Canada Guidelines. Upon receipt of the list of designated sites, the CRC and the Municipality will finalize the location of the Evacuation Centre sites in a timely manner. CRC can provide shelter assessments for potential sites designated by the City for a fee. The shelter assessments are founded on Health Canada Guidelines.

### **Licenses**

The Municipality is responsible for obtaining any licenses, approvals or permits required to operate the Evacuation Centre(s).

### **Notification**

In the event of a Disaster, the Municipality will contact the CRC within 2 hours of the decision to invoke CRC’s services. Upon contacting the CRC, the Municipality will provide the following information:

- a) the nature and extent of the Disaster;
- b) the anticipated number of evacuees;
- c) the expected duration of the evacuation operation;
- d) any identified threats or hazards to those affected or volunteer relief workers.

### **Staff and Volunteers**

The CRC will provide staff and volunteers necessary for the operation of Evacuation Centres. This does not eliminate the Municipality’s commitment to provide staff to Evacuation Centres for the provision of services designated by law.

**Records Management**

The CRC will establish, maintain, and retain records of all evacuees who stay at an Evacuation Centre during the Disaster. The records will include the following information:

- a) names of all family members;
- b) primary residence address;
- c) forwarding address and contact phone number for the evacuees when they leave the Evacuation Centre; and
- d) identify medical needs.

At the request of the Municipality, the CRC will deliver all records following the end of the disaster.

**Supply Management**

The CRC will be responsible for the operation of the Evacuation Centre and the management of all items necessary for preparing and maintaining the Evacuation Centre.

**Privacy and Confidentiality**

- a) The CRC will treat as confidential, and will not, without the prior permission of the Municipality, publish, release or disclose or permit to be published, released or disclosed, either before or after the expiration of this Agreement, private or confidential information supplied to, obtained by, or which comes to the knowledge of the CRC as a result of the Agreement except insofar as publication, release or disclosure is necessary, in the reasonable opinion of the CRC, to enable the CRC to fulfill its obligations under the Agreement, or is required or permitted by law.
- b) The CRC and the Municipality acknowledge that any personal information that is provided for the purpose of creating records is given to the CRC in confidence and is protected by the CRC privacy policy and applicable privacy legislation. The Municipality undertakes that personal information in records delivered to it by the CRC will be used for the limited purposes of Disaster relief. The Municipality further acknowledges that any personal information obtained from the CRC for Disaster relief purposes will be protected under the terms of the Municipality's privacy policy and applicable privacy legislation.

**Unaccompanied minors**

The CRC have in place a protocol for unaccompanied children under the age of 16, requiring that Social Services be contacted to assume responsibility of children until united with a family member.

**Alternative Accommodation**

With the approval of the Municipality, the CRC will direct an evacuee to alternative accommodation if, in the opinion of the CRC, the evacuee requires special care and is unable to be adequately housed in an Evacuation Centre.

**Financial Arrangements**

The CRC and the Municipality will negotiate and finalize the financial arrangements for this Agreement within one (1) month of the signing of this Agreement. The CRC will respond to a disaster situation pending the finalization of financial arrangements, but the extent of the services will be conditional upon the CRC's resources and at the CRC's sole discretion. The finalized financial arrangements shall be attached as Schedule "C".

**Indemnification**

Each party will, during the term and after the termination of this Agreement, indemnify and save harmless the other from any loss, damage, claim, cost, expense or liability whatsoever that the other may incur, suffer or be required to pay pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding that may be made or asserted against or affect the party indemnified by reason of a wrongful or negligent act or omission on the part of the indemnifying party, its employees, servants, agents, subcontractors or volunteers in the performance or rendering of Services.

**Insurance**

- a) The Municipality will, at its sole cost and expense, either self-insure for itself or take out and keep in force throughout the Term of this Agreement comprehensive general liability insurance (including, without limitation, coverage for personal injury including death, property damage or loss, property damage and public liability), fully protecting itself against any loss or damage arising out of the provision of Services to an aggregate limit of Ten Million Dollars (\$10,000,000.00) per incident. As the CRC is providing Services under this Agreement on behalf of the Municipality, the Municipality will add the CRC as an additional insured under all applicable policies. Copies of all policies or certificates of insurance, and any renewals thereof, will be delivered promptly to the CRC by the Municipality from time to time throughout the Term of this Agreement.

- b) If at any time the CRC is of the reasonable opinion that the insurance taken out by the Municipality is inadequate in any respect, it may so advise the Municipality and the Municipality will forthwith take out additional insurance satisfactory to the CRC.
- c) Every policy of insurance must provide for either no deductible amount or a deductible amount, which is reasonable considering the financial circumstances of the Municipality. The Municipality will be responsible to pay all deductible amounts.
- d) Each policy of insurance must also provide that neither the Municipality, nor the insurer, will cancel, or allow the policy to lapse without first giving the CRC thirty (30) days prior written notice.

### **Fundamental Principles**

The CRC will carry out the terms of this Agreement in accordance with the Fundamental Principles of the International Red Cross and Red Crescent Movement, which are attached as Schedule “B”.

### **Legal Relationship**

Nothing in this Agreement gives rise to a partnership or joint venture between the Municipality and the CRC or to an employment relationship between the Municipality and the employees or volunteers of the CRC in the provision of Services.

### **Amendment of Agreement**

None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either party, their respective agents, servants or employees unless done so in writing signed by both parties.

### **Termination**

Either party may terminate this Agreement by giving thirty days notice in writing to the other party.

Termination of this Agreement shall not relieve either party of any ongoing obligation incurred in accordance with this Agreement prior to its termination.

### **Withdrawal of Services**

The CRC may give immediate notice at any time during a disaster that it will withdraw or reduce its services in the event conditions are such that the CRC is unable to provide Services without compromising the health or safety of its staff and/or volunteers.

**Notice**

- a) Any notice, instrument or document to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

[add names and addresses] to include local branch and OZone address

- b) Any notice, instrument or document to be given by either party to the other shall, in the absence of proof to the contrary, be deemed conclusively to have been received by the addressee (i) if delivered personally on a business day, then on the day of delivery; (ii) if sent by prepaid registered post, then on the second day following the registration thereof; (iii) if sent by ordinary mail, then on the third business day following the date on which it was mailed; or (iv) if sent by facsimile, upon confirmation of successful transmission of the notice.

**Dispute Resolution**

A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the legislature of the province in which the Disaster has occurred, or, at the option of the CRC, in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by a single arbitrator appointed in accordance with the legislation or those Rules, as the case may be.

**Whole Agreement**

This Agreement comprises the whole of the understanding between the parties and is not subject to or in addition to any other arrangements, representations or warranties, whether written, oral or implied, that are not set out herein. However, the parties acknowledge that this Agreement does not affect any existing or future agreement that has been or may be put in place to deal with large scale emergencies which may occur within the Municipality.

**Execution**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties to this Agreement may rely on a facsimile copy of this Agreement, when executed, as conclusive evidence of a valid and binding agreement between them.

**IN THE PRESENCE OF WITNESSES**, the proper officers have signed this agreement on behalf of the parties

**THE CANADIAN RED CROSS SOCIETY**

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

Title: \_\_\_\_\_  
District Branch Manager

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

Title: \_\_\_\_\_  
Provincial Director,  
Disaster Management & International Response

**CORPORATION OF THE MUNICIPALITY OF**

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

## **SCHEDULE A – SERVICES**

### **1. Registration and Inquiry Services**

Registration of each evacuee at the designated site(s). This includes:

- Retaining the completed registration forms and assume responsibility for the privacy of the information on such forms;
- Responding to enquiries as to the whereabouts of evacuees and missing persons;
- Assist in reuniting families through the collection of information and answering of enquiries regarding the condition and whereabouts of missing persons.

### **2. Emergency Lodging**

- Manage the safe, immediate, temporary lodging for evacuated persons.
- Provide blankets;
- Set up cots according to Health Canada Guidelines,
- Assign cots to evacuees; and
- Set up schedules for feeding and showers.

### **3. Emergency Food**

- Feed evacuees, emergency workers and disaster response volunteers;
- The provision of grocery vouchers when necessary.

### **4. Personal Services and Health Care**

- Provide for the initial reception of disaster victims arriving at evacuation centres;
- Provide basic toiletries and infant supplies such as bottles, diapers and other essentials.
- Facilitate access to repairs to and/or replacement of prescription glasses, hearing aids, dentures and prosthetics where necessary;
- Notify proper authorities of medical needs as they arise.

### **5. Emergency Clothing**

- Provide clothing until regular source of supplies are available;
- This includes detergent and other cleaning agents;
- Provide footwear suitable to season and climate.

### **6. Preparedness and Training**

- Design and implement recruitment campaigns to attract volunteers; and
- Design and implement training programmes for volunteer disaster responders.

## SCHEDULE B – FUNDAMENTAL PRINCIPLES

<b>Humanity</b>	The international Red Cross and Red Crescent Movement, borne of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.
<b>Impartiality</b>	It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.
<b>Neutrality</b>	In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.
<b>Independence</b>	The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.
<b>Voluntary Service</b>	It is a volunteer relief movement not prompted in any manner by desire for gain.
<b>Unity</b>	There can be only one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.
<b>Universality</b>	The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

## **SCHEDULE C – FINANCIAL ARRANGEMENTS**

Schedule C to an Agreement between the Municipality and the Society dated the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, (year)

### **GRANTS AND EXPENSES**

The following expenses will be paid for by the Municipality to the Society provided they are incurred by the Society.

- (a) A grant in support of volunteer recruitment and training costs not to exceed \$150.00 per person or \$1,500.00 in any given year, to be paid within sixty (60) days of the training being provided. This recruitment and training is required in order to build capacity of trained volunteers in (municipality). The maintenance of volunteers will be the responsibility of the Society.
- (b) An annual fee in support of the infrastructure required to support the provision of the Services in the sum of \$500.00 for each year of the term hereof to be paid within sixty (60) days of the anniversary of the signing this Agreement by the Municipality.
- (c) Any special request by the Municipality beyond the agreement (such as consultation with the Municipality for extra services) may be negotiated separately between the Society and the Municipality.
- (d) Net expenses incurred during the provision of services in Schedule A which may include but not be limited to: staff wages and benefits, rental of space for the provision of services, appropriate materials, telephone installation and removal, telephone charges (including telephone, facsimile and computer communications), rental and leasing and installation of computer and ancillary equipment, mail/shipping, food and transportation for staff and volunteers.
- (e) Expenses incurred outside of Schedule "A" where the Society is specifically authorized in writing by the Municipality to incur the expenses (May include, but not limited to the replenishment of all capital supplies & equipment such as cots, cleaning of cots and hygiene kits.
- (f) The Municipality will pay the Society up to 10% for service coordination, delivery, and incremental expenses that are directly related in supporting the disaster operation.
- (g) All expenses referred to in paragraphs 1(a), 1(b) and 1(f) above shall be paid by the Municipality within sixty (60) days of receipt of an invoice which will be accompanied by supporting documentation, provided by the Society.

### **FINANCIAL DONATIONS**

- (h) Financial donations which have been made to the Canadian Red Cross Disaster Relief Fund will not be used for determining net expenses. These donor funds would be used for the provision of Red Cross Services that are not covered under Schedule "A".

February 8, 2012



Report to: Mayor and Council

Re: Vandalism and Wilful Damage Policy

At their regular meeting of January 23 council referred their request for me to develop a Vandalism and Wilful Damage policy as a result of repeated incidents at the Memorial Sports Centre

It is the recommendation of the Community Services Executive that this policy be approved.


Respectfully Submitted,

  
George A. Bell  
Manager of Community Services

**Council's approval of this report will** approve the Vandalism and Wilful Damage Policy.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

  
M. McCaig, Administrator

<i><b>The Town of Fort Frances</b></i>	<b>SECTION</b>
	COMMUNITY SERVICES
<b><u>VANDALISM AND WILFULL DAMAGE POLICY</u></b>	<b>REVISED</b> February 6
Resolution No.	Supercedes Resolution No.
Policy Number	<b>PAGE 1</b>

### **1.0 General Statement**

The Town of Fort Frances has made significant investments in facilities, general infrastructure and staff. The town has also experienced an increasing amount of costs due to repairs and replacement due to acts of vandalism, wilful damage, accidental damage and normal wear and tear.

### **2.0 Purpose**

This policy will provide a framework for management to take appropriate action to ensure individuals that are misusing, damaging and committing acts of vandalism against municipal property are dealt with in a timely manner that will minimize future unnecessary damage to municipal facilities.

### **3.0 Procedure**

#### **a. Zero tolerance for acts of vandalism and wilful damage**

The Police are to be called on any damage that has occurred at a municipal facility where in the staff's opinion the damage has been caused by an act of vandalism or committed wilfully. If the individual is known to the staff this information is to be communicated to the OPP and we are to co-operate with the Police and court system to ensure that the individuals be prosecuted to the fullest extent of the law.

#### **b. Accidental damage**

All individuals that have committed damage to municipal facilities that is deemed accidental but not an act of vandalism the individual or organization will be required to make full restitution for repair of the damage.

#### **c. Zero Tolerance for physical violence and threatening behaviour**

Physical violence, threatening behaviour and abusive language will not be tolerated and individuals displaying this kind of behaviour will be asked to stop immediately. If behaviour continues they will be asked to leave the facility. The Police are to be

called to escort the individuals from the facility/ premises if there is no improvement in deportment.

#### **4.0 Co- operation with community groups**

A variety of community groups that use and rent our facilities have adopted ZERO TOLERANCE POLICIES. Town administration will assist where necessary and co-operate with our community partners to ensure the safe, and intended use of our facilities by the public. This could include the restriction of access to municipal facilities or the pursuit of legal action at the request of a community group that has experienced repeated misuse of the facility its users, spectators or any other breaches of behaviour that is deemed inappropriate.

February 8, 2012

Report to: Mayor and Council

Re: Emergency Services Capital Purchases

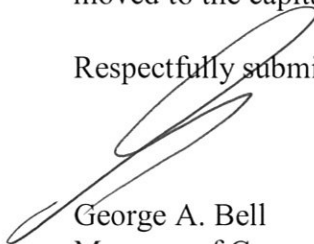


Attached is a report from the Fire Chief outlining two purchases of fire fighting supplies that are capital purchase that have been inadvertently been made from the revenue fund.

It is necessary for accounting purposes to move these purchases from the capital fund, the funding for these expenditures can be transferred from the revenue fund thus having no impact on reserves.

It is the recommendation of the Community Services Executive that the two purchases be moved to the capital fund with funding being transferred from the revenue fund.

Respectfully submitted,

  
George A. Bell  
Manager of Community Services

**Council's approval of this report will** approve and transfer two Emergency Services capital purchases from the revenue fund to the capital fund.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Date:

Feb. 9, 2012.   
M. McCaig, Administrator



## Fort Frances Fire and Rescue Service

### Administrative Report

**To:** Community Services Executive  
**From:** Frank Sheppard, Fire Chief  
**CC:** George Bell, Manager, Community Services  
**Date:** February 6<sup>th</sup>, 2012  
**Re:** Capitalization from Revenues

---

I would like to introduce a request related to the funding of two items that need to be funded out of our operating revenues. The purchase of these items has already been made, and I have erred in the manner in which the funding has been requested. With the capitalization occurring from the operating line for fire fighting equipment, the fire department line is approximately \$600.00 in the black for 2011.

The first item is an Oceanid RDC water rescue craft and is used as a primary response vessel, which is stored on our front line pumps. The second item is a Hurst electric extrication tool, which is also stored on the front line pump. Both of these pieces of equipment will allow us to respond to the majority of the calls for service within the town limits without calling back additional full time personnel. As a result a primary call for service, which used to cost us approximately \$1,200.00 per call. Can be reduced to approximately \$200.00 per call. With these savings in hand, our cost to service ratio can be maintained and these purchases will effectively be self-funding.

To summarize these purchases serve our interest, and have no negative impact on our operational budget, which came in under projection, even though we had several large incidents last year. I will ensure that I apply in advance to have projects such as these approved by council. Please advise if you need more information, or if you would like me to attend Council to any questions that may be posed at that time?

*F Sheppard, Fire Chief/CEMC  
Fort Frances Fire & Rescue Service*

# Invoice

Code 4 Fire & Rescue Inc.

26 Ontario St  
Hagersville, Ontario  
N0A 1H0

G-211-1400-1431

Date	Invoice #
30/12/2011	303908

Invoice To
FORT FRANCES FIRE DEPT 320 PORTAGE AVE FORT FRANCES, ONT P9A 3P9

Ship To
FORT FRANCES FIRE DEPT 320 PORTAGE AVE FORT FRANCES, ON P9A 3P9

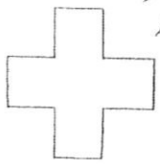
P.O. No.	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30	CPC	30/12/2011	Purolator		
Quantity	Item	Description			Price Each	Amount
1	273010000	SC350E COMBINATION TOOL DEMO C/W 2 BATTERIES, CHARGER & 110V ADAPTOR  ALL COMPONENTS ARE DEMO UNITS  PLEASE NOTE OUR NEW ADDRESS/FAX HST on sales			9,995.00   	

GST/HST No. 101040814

Emergency Services Capital Purchases.

G-211-1400-1431

Agenda Item # 7.4 ...



# Oceanid™

WATER RESCUE CRAFT

1801 Chuckanut Ridge Drive  
Bow WA 98232  
Tel 208.322.3600  
Fax 206.203.3022  
Email rde@oceanid.com  
Oceanid.com

## Invoice

DATE

INVOICE #

12/14/2011

11538

## BILL TO

Fort Frances Fire Department  
Frank Sheppard  
320 Portage Avenue  
Fort Frances ON P9A 3P9  
Canada

## SHIP TO

62385

218.283.2929  
International Falls Fire Department  
600 4th Street  
International Falls, MN 56649

P.O. NUMBER		TERMS	SHIP	VIA	F.O.B.
549		Due on receipt	12/14/2011	UPS	Bow WA
QUANTITY	ITEM CODE	DESCRIPTION		PRICE EACH	AMOUNT
1	RDC	RDC Hull # OCD62385F111 Inflatable Rescue Craft complete with carrying bag, two paddles, air fill manifold, tow strap assembly, floor top carpet, paddle bag and repair kit Produced in NZ - HTC 8907.10.10.00		3,900.00	3,900.00
Total					\$3,900.00

February 9, 2012



Report to: Mayor and Council

Re: Sunset Country Metis Financial Request

At their regular meeting of January 23 2012 council referred a financial request to forego fees from the Townshend Theatre to the Community Services Executive with input from the Administration and Finance Executive Committee.

Attached is a recommendation from the A&F executive committee and the Community Services Executive recommends that the request to forego fees be denied.

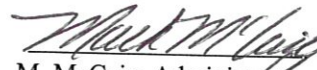
Respectfully submitted,

  
George A. Bell  
Manager of Community Services

**Council's approval of this report will** deny the Sunset Country Metis Association's request to forego fees for their February 16, 2012 Townshend Theatre Rental.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 9, 2012  
Date:

  
M. McCaig, Administrator



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/14**

**TO:** Community Services Executive Committee  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Sunset Country Métis Financial Request

---

**BACKGROUND**

At the January 23, 2012 Council meeting, the donation request from Clint Calder, President, Sunset Country Métis Council for their Heart of Arts Benefit Concert, Auction, Art Exhibition and Market event was referred to the Community Services Executive Committee for recommendation with input from Administration & Finance Executive Committee.

The Heart of the Arts' Benefit Concert, Auction, Art Exhibition and Market will take place on February 16, 2012 at the Townshend Theatre. The requests, as stated in the attached letter, is firstly to designate Mayor Avis to provide a brief opening and welcome from the Town of Fort Frances and secondly to give consideration to forgo the \$1.00 per seat fee, the rental costs/fees for the February 15<sup>th</sup> rehearsal and the rental costs/fees for the February 16<sup>th</sup> performance.

**RECOMMENDATION**

The Administration & Finance Executive Committee designates Deputy-Mayor Sharon Tibbs to provide the opening and welcome from the Town of Fort Frances and recommend that the request to forgo the \$1.00 per seat fee, the rental costs/fees for the February 15<sup>th</sup> rehearsal and the rental costs/fees for the February 16<sup>th</sup> performance be denied.

**SUNSET COUNTRY MÉTIS**

426 Victoria Avenue  
Fort Frances, Ontario  
P9A 2C3  
(807) 274-1386



January 13, 2012

Mayor Avis and Town Council  
320 Portage Ave.  
Fort Frances, ON, P9A 3P9

- ☒ OK refer to Community Services and
- ☐ Recommended Administration and
- ☐ Includes my input Finance Executive
- ☐ Recommended as amended with comment
- ☐ Not recommended committees for
- ☐ Will Speak to this Recommendation
- ☐ Other

Dear Mayor Avis and Councillors:

Date: Jan 13, 2012 *M. McCaughey*  
M. McCaughey, Administrator

**Re: Heart of the Arts Benefit Concert**

On Thursday, Feb. 16, 2012, there will be The 'Heart of the Arts' Benefit Concert, Auction, Art Exhibition and Market at the Townshend Theatre. The auction, art exhibition and market will begin at 6:00 p.m. and the entertainment will begin in the Townshend Theatre at 7:00 p.m.

The 'Heart of the Arts' will celebrate the talent of local musicians, artists, dancers, actors/actresses, and writers who thrive in the Rainy River District. The mandate of the event is to profile various artists; to foster the development of community arts in the Rainy River District; to raise funds to sustain the Métis Hall; and to provide some start-up money for the Rainy River Arts Collective. This event will reflect the unique creative qualities of our local area.

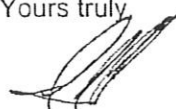
We are writing you today for two reasons. First of all, it would be appreciated if Mayor Avis, or his designate, could offer a very brief opening welcome from the Town of Fort Frances at 7:00 p.m.

Secondly, we request the donation of the Townshend Theatre for the purposes of this event. Given the mandate of the event, it would be greatly appreciated if the Town could see fit to forego the costs of the \$1.00 per seat fee, the rental costs for the Wednesday, Feb. 15<sup>th</sup> rehearsal, and the rental costs for the Thursday, Feb. 16<sup>th</sup> performance. In making this request, we would also ask that you kindly consider that the Toy Library's 'Kids Being Kids' program runs out of the Métis Hall on a weekly basis, with no rent being charged historically. This program also takes benefits from free space of one room at the Métis Hall for toy storage on an ongoing basis.

...

Any help towards the sustaining of the Métis Hall to continue offering services to our community, and assisting the Rainy River Arts Collective, is greatly appreciated.

Yours truly

A handwritten signature in black ink, appearing to read 'Clint Calder', written over a horizontal line.

Clint Calder  
President  
Sunset Country Métis Council

**Planning & Development Executive Committee**

# Report

**Date:** 2012 February 6th  
**To:** Mayor & Council  
**From:** Rick Hallam, CBCO, CRBO, Supt. Planning & Development Div.  
**Subject:** Accessibility for Taxi Cabs



Pursuant to accessibility legislation and regulations thereunder, owners/operators of taxicabs are now required to have vehicle registration and identification information displayed on the rear bumper of their taxi(s). The regulation imposes a responsibility on the municipalities that issues the taxi licenses to ensure that the prescribed information is displayed.

The responsibility on the municipality extends to ensuring that the taxicab owner/operator also makes this information available to persons with disabilities who are passengers in a manner that is at the discretion of the municipality. The municipality is also to ensure that the owner/operator of the licensed taxicab does not charge passengers with a disability a higher fare or an additional fee than they would for passengers without a disability and does not charge a fee for the storage of mobility aids or assistive devices, such as wheel chairs, canes or walkers. The municipality is required to inform the licensed owner/operator of the taxicabs of these obligations under the recent law.

Currently there is only one supplier of the vinyl bumper stickers that provide the information needed to meet the requirements of the law. The sticker has a life expectancy of 5 years. They can be purchased for \$25 plus HST each plus delivery. There are currently 12 taxis licensed to operate in town.

Administration recommends that the town purchase the stickers as required and recover the cost from the taxi owner. Additionally there would be a change needed to the licensing by-law and the schedule of fees to give effect to this.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

*Feb 9, 2012*

PDEC have met and discussed the matter with staff and concur with their recommendation.

Respectfully Submitted,  
Planning & Development Executive Committee,



R. Hallam, CBCO, CRBO  
Superintendent  
Planning & Development Division

RECOMMENDED  
PLANNING & DEVELOPMENT  
DATE: 2012 Dec 6  
DIV. MNG. R. Hallam  
EXECUTIVE COMM. \_\_\_\_\_

**Council approval of this report will:** direct that the necessary 12 bumper stickers be purchased by the Town with the costs being recovered from the taxi owner/s and further that the Licensing By-Law and Schedule of fees be amended to give effect to same.



**TOWN OF FORT FRANCES**  
**ADMINISTRATION & FINANCE DIVISION**  
**TREASURY REPORT 2012/15**

**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Fort Frances High School Advertising Request

---

**BACKGROUND**

On February 2, 2012 a letter was received from the Fort Frances High School requesting consideration of advertising in the 2011-12 yearbook.

Attached is the Fort Frances High School correspondence and Yearbook Advertising Agreement, which sets out the level of Platinum, Gold and Silver sponsorship. In 2002, 2003, 2007 and 2009 Council authorized half page ads in the FFHS Yearbook at a cost of \$100.00.

**RECOMMENDATION**

The Administration & Finance Executive Committee recommends that Council authorize a Platinum level sponsorship quarter page ad in the 2011-12 Fort Frances High School yearbook at the cost of \$100.00.

Council Approval of This Report Will Agree to the recommendation of the Administration & Finance Executive Committee to authorize a Platinum level sponsorship quarter page ad in the 2011-12 Fort Frances High School yearbook at the cost of \$100.00.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012

Date:

M. McCaig  
M. McCaig, Administrator

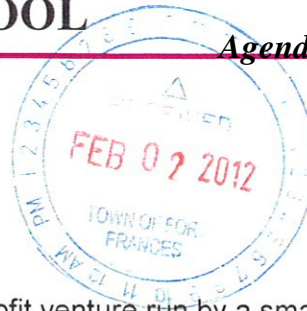


# FORT FRANCES HIGH SCHOOL

440 McIrvine Road  
Fort Frances, Ontario P9A 3T8  
Phone: 807-274-7747 Fax : 807-274-5171  
Website: <http://muskie.rdsb.com>

## Agenda Item # 7.7 ...

A.B. McManaman, Principal  
D.J. Bird, Vice-Principal  
P.H. Keffer, Vice-Principal  
C. Magisano, Vice-Principal



Dear Business Owner,

The Fort Frances High School yearbook is a non-profit venture run by a small group of dedicated, hardworking students. The yearbook is kept as a cherished memento of high school and is read by students, parents, and other citizens.

In the 2011-2012 year, we hope to increase our yearbook fundraising by expanding our advertising campaign so we may continue to improve our over-all look and feel of the yearbook. Approximately 1,000 copies of the yearbook are printed. In that respect, the yearbook can provide a valuable service to you; a means to publicly show your business' involvement in our school.

We can place advertisements throughout the book, and give you the opportunity to choose the page on which your advertisement will appear, or to choose which page you would like to sponsor. Our ads include the following categories: Platinum (\$100); Gold (\$50); Silver (\$30).

The Platinum level sponsorship will include a **quarter page ad** with business card, logo, message of choice, and a choice of page sponsorship which will appear at the bottom of the page as: THIS PAGE IS SPONSORED by *Business Name*. The Gold level sponsorship will include a business card from business which will be approximately **1/8 of a page**. The Silver level sponsorship will have a page sponsorship which will appear at the **bottom of the page** as: THIS PAGE IS SPONSORED by *Business Name*.

Please enclose a business card to make this information accessible along with an email sent to [tanner\\_bell@hotmail.com](mailto:tanner_bell@hotmail.com) that will have pdf or digital version of the business card for printing purposes. To request an ad, fill in the advertising agreement attached to this letter. If you choose to pay by cheque, it can be made payable to FFHS Yearbook.

I ask that you look at this agreement as soon as possible and seriously consider supporting the yearbook project. In order for your ad to appear in the 2011-12 yearbook, we need to receive your signed agreement by Wednesday, ~~January~~ <sup>Feb</sup> 18th, 2011. Please return the agreement with payment to the Fort Frances High School via return envelope.

Do not hesitate to contact me; Tanner Bell, if you have any question or comments. I am always happy to talk with you. Thank you for your time, and for supporting the Fort Frances High School Yearbook.

Sincerely,

Tanner Bell  
Director and Editor  
[tanner\\_bell@hotmail.com](mailto:tanner_bell@hotmail.com)  
(807) 274-3125  
(807) 276-6086

Owen Johnston  
Teacher Advisor (274-7747 ex.543)





# FORT FRANCES HIGH SCHOOL

440 McIrvine Road  
Fort Frances, Ontario P9A 3T8  
Phone: 807-274-7747 Fax : 807-274-5171  
Website: <http://muskie.rdds.com>

## Agenda Item # 7.7 ...

A.B. McManaman, Principal  
D.J. Bird, Vice-Principal  
P.H. Keffer, Vice-Principal  
C. Magisano, Vice-Principal

### Yearbook Advertising Agreement **Please Return by Wednesday, January 18<sup>th</sup>, 2012** (Please Print Clearly) *Feb.*

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_

As Will Appear On Ad;

Advertisement Name: \_\_\_\_\_

Additional Information/Location Request:

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

Method of Payment (please list amount)

☐ Cash: \_\_\_\_\_

☐ Cheque: \_\_\_\_\_

Check One:

- ☒ **Platinum Sponsor ~\$100** (quarter page with business card, logo, message, and choice of page sponsorship)  
☐ **Gold Sponsor ~\$50** (aprox. 1/8<sup>th</sup> page with business card)  
☐ **Silver Sponsor ~\$30** (page sponsorship- without choice of page)

Business Card Enclosed ( YES / NO )

Email With PDF Sent ( YES / NO )

Signature of Business Owner: \_\_\_\_\_

*Learning for All*





**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/13**



**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Outstanding Accounts Receivable

---

**BACKGROUND**

At the January 3, 2012 Administration & Finance Executive Committee meeting Treasury Report 2012/02 being a request to write-off of Accounts Receivable deemed to be uncollectible. The report contained the account history and collection attempts for each account including the Sioux Lookout Flyers (A/R Customer #4341) outstanding amount of \$108.37.

The direction of the Administration & Finance Executive was to remove the Sioux Lookout Flyers from the write-off accounts going forward to Council for their approval and to write a letter to the team and to copy the SIJHL President. On January 10, 2012 a letter was mailed to Mr. Brad Zangs, General Manager of the Sioux Lookout Flyers requesting payment. On January 15, 2012, I received both a phone message and an e-mail from Mitch Wills advising that the team who incurred the debt had folded in November of 2009, that they are a new organization and feel they are not responsible for the outstanding amount owing.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends the Accounts Receivable Account #4341 in the amount of \$108.37 be written-off as uncollectible.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the write-off the uncollectible Accounts Receivable account #4341 in the amount of \$108.37.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

M. McCaig  
M. McCaig, Administrator

Laurie Witherspoon/Frances  
01/16/2012 08:36 AM

To <hc-gm@siouxlookoutflyers.com>  
"Ron Whitehead" <ronwhitehead@shaw.ca>, "wayne strachan" <waynestrachan@sympatico.ca>, George Bell/Frances  
bcc  
Subject Re: Sioux flyers bill

Good Morning Mr. Wills & Mr. Zangs:

Thank you for your response to our accounts receivable letter. The letter written was directed by the Administration & Finance Executive Committee which is a committee of three Council Members and the Mayor as ex-officio. I will forward your response to the next Admin & Finance Executive Committee meeting which is scheduled for February 7/12 for further discussion and will advise you of their decision and or direction.

Laurie A. Witherspoon, CMO  
Treasurer  
Town of Fort Frances  
320 Portage Ave.  
Fort Frances, ON P9A 3P9  
Phone: (807) 274-5323 Ext. 248  
Fax: (807) 274-8479

"Brad Zangs, GM-HC Sioux Flyers" <hc-gm@siouxlookoutflyers.com>



"Brad Zangs, GM-HC Sioux Flyers"  
<hc-gm@siouxlookoutflyers.com>

01/15/2012 07:29 PM

Please respond to  
<hc-gm@siouxlookoutflyers.com>

To <lwitherspoon@fort-frances.com>  
cc "wayne strachan" <waynestrachan@sympatico.ca>, "Ron Whitehead" <ronwhitehead@shaw.ca>  
Subject Sioux flyers bill

Just a follow up from my phone call. Laurie the original owner of the Sioux Lookout Flyers was Ray Miller. His name appears on the original invoice. This team folded in November of 2009. A new group got on board and fired up the team again. The group I am with is now a new group yet again. We almost folded last week due to lack of funds. We are not responsible for this bill and will not pay it. You can explain to the league and your Lakers why we could not play in your arena when they are paying for there ice time. Please feel free to call me 807-737-0758

Regards Mitch Wills

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 10.0.1416 / Virus Database: 2109/4145 - Release Date: 01/15/12

Administration & Finance Division  
Civic Centre

Operations & Facilities Division  
Fifth Street & Wright Avenue  
Phone: 807-274-9893  
Fax: 807-274-7360

Civic Centre  
320 Portage Avenue  
Phone: 807-274-5323  
Fax: 807-274-8479  
email: town@fort-frances.com



Planning & Development Division  
Civic Centre

Community Services Division  
740 Scott Street P9A 1H8  
Phone: 807-274-4561

Mailing Address:  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

www.fort-frances.com

January 10, 2012

Mr. Brad Zangs  
General Manager  
Sioux Lookout Flyers  
Box 1052  
Sioux Lookout, ON  
P8T 1B7

**RE: Outstanding Invoice #0009160**

Dear Mr. Zangs:

The above noted invoice was issued to the Sioux Lookout Flyers November 6, 2008 for the replacement and installation of glass at the Fort Frances Memorial Arena for damage caused during a game (copy of original invoice is enclosed).

There were a number of reminder notices to pay the outstanding bill (December 2008, February 2009 and March 2009) including the advisement that if the outstanding amount owing was not paid, the account would be sent to a Collection Agency whereby your organization would incur the additional associated collection costs.

As a result of no further action on your part to pay the bill, the outstanding amount was sent to a Collection Agency in April 2009. The original invoice plus accumulated interest amount at the time of submission was \$330.76 plus the additional collection costs of \$98.17 the total amount due was then brought to \$428.93.

.../2

- 2 -


A payment was received on June 29, 2009 for \$315.00 whereby it was allocated as follows:

- \$98.17 to collection costs
- \$12.23 to accumulated interest
- \$204.60 to principle amount of \$330.76  
\$315.00

Therefore the account still has an outstanding principle amount of \$126.16 (\$330.76 - \$204.60) along with accumulated interest of 1.25% (accrued monthly on the principle) since the payment date of June 29, 2009. Thus the total owing as of today is \$174.07. Payment in full must be received prior to your next regular scheduled game on February 4, 2012; otherwise the team will not be granted ice privileges.

If there are any questions, please call me at (807) 274-5323 or via e-mail at [lwitherspoon@fort-frances.com](mailto:lwitherspoon@fort-frances.com).

Sincerely,

  
Laurie A. Witherspoon  
Treasurer, CMO

Cc: Mitch Wills, Sioux Lookout Flyers  
Ron Whitehead, President SIJHL  
Geo. Bell, Manager, Community Services (Town of Fort Frances)

# TOWN OF FORT FRANCES *Agenda Item # 7.8 ...*

320 Portage Avenue, Fort Frances, ON P9A 3P9

Tel. (807) 274-5323

SIOUX LOOKOUT FLYERS  
C/O RAY MILLER, HEAD COACH  
BOX 494  
SIOUX LOOKOUT ON PST 166

CUSTOMER NO.: 004341  
INVOICE DATE: NOV. 6, 2008  
INVOICE NO.: 0009160  
AMOUNT DUE : \$ 315.00

=====	
ITEM DESCRIPTION	MEMORIAL SPORTS CENTRE
=====	
REPLACEMENT GLASS	\$ 250.00
INSTALLATION CHARGES	50.00

GST 5% 15.00  
PST 8% 0.00  
TOTAL DUE \$ 315.00

TERMS: due 30 days  
Interest will be charged at 14% per month on all overdue accounts.  
Outstanding Accounts Receivable.

G.S.T. REGISTRATION #R106984586



## MEMORANDUM

Date: December 21, 2011

To: Laurie Witherspoon, Treasurer, CMO

From: Heather Hatch, Interim Tax Administrator

RE: **Doubtful Accounts**

---

Requesting approval to write off the following accounts:

1. Sioux Lookout Flyers (A/R Customer #4341) - \$108.37 outstanding:
  - a. Original Invoice #4341 (\$315.00) issued November 26, 2008 for glass replacement/installation for \$315.00
  - b. Nothing paid, therefore sent to Collection Agency April 2009
  - c. Received \$315.00 June 2009 payment through Collection Agency
  - d. \$108.37 owing represents accumulated interest charges from December 2008 to May 2009 plus collection costs
  - e. Collection Agency has suspended the account as their threshold for Small Claims court is \$400.00



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/12**

**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Mayor Roy Avis – Travel and Per Diem Claims



**BACKGROUND**

Attached is a copy of Schedule “B” Travel Expense Statement claim in the amount of \$377.25 and Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to a meeting with CEO of Resolute Forest Products on January 24, 2012 in Thunder Bay as submitted by Mayor Roy Avis.

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2. and By-Law 02/10 Schedule “A” 4.4.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the per diem claim to attend a meeting with CEO of Resolute Forest Products on January 24, 2012 in Thunder Bay in the total amount of \$527.25 as submitted by Mayor Roy Avis.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims as submitted by Mayor Roy Avis to attend a meeting with CEO of Resolute Forest Products on January 24, 2012 in Thunder Bay in the total amount of \$527.25 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

M. McCaig, Administrator

PLEASE KEEP THIS TICKET  
WITH YOU

TOWN OF FORT FRANCES - SCHEDULE "B"  
TRAVEL EXPENSE STATEMENT

Entered/Arrivee:  
2812/01/24 12:32

Ticket/Billet#:69141194  
Dur/Duree:2:58:50  
Paid On/Paye Le:  
2012/01/24 15:31

Paid/ Paye:\$	2.25
Original Fee:\$	2.25
GST:\$	0.00
PST:\$	0.00

change:\$ 2.75

SC:\$ 0.00

Merchant ID:


ROY ALN  
MEETING WITH CEO OF RESOLUTE FOREST PROD.  
THUNDER BAY ONT  
JANUARY 24 2012

Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
		16.00					16.00
		35.00					35.00
							22.50

4.	Prepaid Expenses	Registration	Air Travel	Other	Total
5.	Town Used Vehicle	Yes	<u>No</u>	Reason	Total
	Mileage Claimed	720	KM x \$0.45 =	Booked	324.00
6.	Approved			Total Expenses	367.25
				Advance Received	-
				Balance Claimed	377.25
				Balance Refunded	

In claiming the above amounts, I certify that the expenses have been incurred on behalf of the Town, that the means of transportation were the most economical, with due regard to convenience, and that the expenditures were made in the exercise of my duties. NB – a valid and detailed receipt must accompany hotel Visa slips.

Date January 27 2012

  
Employee Signature

Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_

Date \_\_\_\_\_

Division Manager Signature

Date	Treasurer	A/P	Cashier
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# Town of Fort Frances Travel Statement - Mayor/Council Honorarium

Attendee Roy Avis

Conference/Seminar Attended MEETING WITH CEO RESOLUTE FOREST PRODUCT

Location THUNDER BAY ONT.

Dates JANUARY 24 2012

## Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date		JANUARY 24 2012						
Amount		150-						150-

Submitted by: [Signature]

Date: JANUARY 27 2012

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

or Payroll


Pay period \_\_\_\_\_

**TOWN OF FORT FRANCES - SCHEDULE "E"  
TRAVEL WAIVER OF LIABILITY FORM**

The Town of Fort Frances carries "Non-Owned Automobile" coverage for liability only. This coverage is for the situation where a liability claim exceeds the vehicle owner's liability insurance and does not include coverage for damages to the individual's vehicle.

Therefore, the undersigned acknowledges that:

- They have read and understood the above particularly with regards to insurance.
- The Town and its insurers will not be responsible for any damages, claims, deductibles or expenses (other than mileage or fuel costs as provided for in the Travel Policy) resulting from the use of one's own vehicle other than that provided for by the Non-Owned Automobile coverage.
- The Town will not be responsible for any additional insurance cost resulting from any claim(s) submitted to an individual's insurers.

Name (Please Print) <i>Roy Avis</i>	Signature 
Approved	Date <i>January 24, 2012</i>



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/17**



**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Councillor John Albanese – Per Diem Claim

---

**BACKGROUND**

Attached is a copy of Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor John Albanese.

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2.


**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the per diem claim to attend the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor John Albanese.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims for Councillor John Albanese, in the amount of \$150.00 for attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

  
M. McCaig, Administrator

# Town of Fort Frances Travel Statement - Mayor/Council Honorarium

Attendee JOHN ALBANESE  
*Rainy River Dist. Mun. Ass.*  
 Conference/Seminar Attended ANNUAL General Meeting  
 Location Devlin, Ontario  
 Dates JANUARY 28/2002

## Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						JAN. 28		
Amount						\$ 150-		\$ 150-

Submitted by: John Albanese

Date: Feb. 6/2012

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

or Payroll

Pay period \_\_\_\_\_



**TOWN OF FORT FRANCES**  
**ADMINISTRATION & FINANCE DIVISION**  
**TREASURY REPORT 2012/09**

**To:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Councillor Ken Perry – Travel & Per Diem Claims

**BACKGROUND**

Attached are copies of Schedule “B” Travel Expense Statement claim in the amount of \$27.00 and Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$75.00 in regard to travel and attendance at the Regional Economic Development Committee meeting held in Emo on January 10, 2012 and Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Ken Perry.

1.	Mileage to Emo	27.00
2.	Per Diem (1/2 day) REDC Meeting	75.00
3.	Per Diem – RRDMA Annual Meeting	<u>150.00</u>
	Total Per Diem & Travel Claim	<u>\$252.00</u>

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2 and By-Law No. 02/10 Schedule “A” 4.4.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the travel and per diem claims in the total amount of \$252.00 for attendance at the Regional Economic Development Committee meeting held in Emo on January 10, 2012 and the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Ken Perry.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims as submitted by Councillor Ken Perry, in the amount of \$252.00 to attend the Regional Economic Development Committee meeting held in Emo on January 10, 2012 and the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Councillor Ken Perry - Travel and Per Diem Claims.

Feb 8, 2012  
 Date:

Page 75 of 107  
 M. McCaig, Administrator

TOWN OF FORT FRANCES - SCHEDULE "B"  
TRAVEL EXPENSE STATEMENT

1. Attendee	Ken Perry							
2. Conference/Seminar Attended	R E D C							
Location (Facility and City)	BMO INN BMO Ont							
Dates	Jan 10/12							
3.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
Accommodation								
Transportation								
Breakfast								
Lunch								
Dinner								
Per Diem								
Other								
4. Prepaid Expenses	Registration		Air Travel		Other		Total	
5. Town Used Vehicle	Yes	<input checked="" type="radio"/> No	Reason					Total
Mileage Claimed	KM x \$0.45 = 60							27.00
6. Approved	Total Expenses							27.00
	Advance Received							
	Balance Claimed							
	Balance Refunded							

In claiming the above amounts, I certify that the expenses have been incurred on behalf of the Town, that the means of transportation were the most economical, with due regard to convenience, and that the expenditures were made in the exercise of my duties. NB – a valid and detailed receipt must accompany hotel Visa slips.

Feb 1 / 12  
Date

Ken Perry  
Employee Signature

Date

Supervisor Signature

Date

Division Manager Signature

Date	Treasurer	A / P	Cashier

**TOWN OF FORT FRANCES - SCHEDULE "E"  
TRAVEL WAIVER OF LIABILITY FORM**

The Town of Fort Frances carries "Non-Owned Automobile" coverage for liability only. This coverage is for the situation where a liability claim exceeds the vehicle owner's liability insurance and does not include coverage for damages to the individual's vehicle.

Therefore, the undersigned acknowledges that:

- They have read and understood the above particularly with regards to insurance.
- The Town and its insurers will not be responsible for any damages, claims, deductibles or expenses (other than mileage or fuel costs as provided for in the Travel Policy) resulting from the use of one's own vehicle other than that provided for by the Non-Owned Automobile coverage.
- The Town will not be responsible for any additional insurance cost resulting from any claim(s) submitted to an individual's insurers.

Name (Please Print) <i>Ken Perry</i>	Signature <i>Ken Perry</i>
Approved	Date

Town of Fort Frances  
Travel Statement - Mayor/Council Honorarium

Attendee Ken Perry  
 Conference/Seminar Attended REDC  
 Location BMO INN BMO  
 Dates Jan 10/12

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date		75.00						\$ 75.00
Amount								

Submitted by: Ken Perry

Date: Feb 1/12

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

or Payroll  
 Pay period \_\_\_\_\_

Town of Fort Frances  
Travel Statement - Mayor/Council Honorarium

Attendee Ken Perry  
Conference/Seminar Attended RRDMA Annual Meeting  
Location Devlin Hall Devlin  
Dates Jan 28 / 12

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						\$150.00		\$150.00
Amount								

Submitted by: Ken Perry

Date: Feb 1 / 12

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

or Payroll

Pay period \_\_\_\_\_



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/11**



**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Councillor Paul Ryan – Per Diem Claim

---

**BACKGROUND**

Attached is a copy of Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Paul Ryan.

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the per diem claim to attend the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Paul Ryan.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims for Councillor Paul Ryan, in the amount of \$150.00 for attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

M. McCaig, Administrator

# **Town of Fort Frances Travel Statement - Mayor/Council Honorarium**

Attendee Paul Ryan  
 Conference/Seminar Attended Rainy River District Municipal Association  
21<sup>st</sup> Annual General Meeting And Conference  
 Location Devlin Hall, Devlin Ont.  
 Dates January 28<sup>th</sup> / 2012

**Details of Per Diem**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						Jan 28/12		
Amount						150. <sup>00</sup>		150. <sup>00</sup>

Submitted by: Paul Ryan  
 Approved by: \_\_\_\_\_

Date: Jan 30 / 2012  
 Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

For Payroll

Pay period \_\_\_\_\_



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/16**



**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Councillor Sharon Tibbs – Per Diem Claim

---

**BACKGROUND**

Attached is a copy of Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Sharon Tibbs.

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the per diem claim to attend the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Sharon Tibbs.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims for Councillor Sharon Tibbs, in the amount of \$150.00 for attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb 8, 2012  
Date:

M. McCaig  
M. McCaig, Administrator

**Town of Fort Frances  
Travel Statement - Mayor/Council Honorarium**

Attendee SHARON TIBBS

Conference/Seminar Attended RRDMA ANNUAL MEETING

Location DEVILIN COMMUNITY HALL

Dates JANUARY 28, 2012

**Details of Per Diem**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						JAN 28/12		
Amount						150.00 xx		\$150.00

Submitted by: Sharon Tibbs

Date: Feb 6, 2012

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

For Payroll

Pay period \_\_\_\_\_



**TOWN OF FORT FRANCES  
ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2012/10**



**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 8, 2012  
**SUBJECT:** Councillor Rick Wiedenhoeft – Per Diem Claims

---

**BACKGROUND**

Attached is a copy of Travel Statement – Mayor /Council Honorarium per diem claim in the amount of \$150.00 in regard to attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Rick Wiedenhoeft.

The travel and per diem claims are in compliance with the Town of Fort Frances Travel Policy No. 3.11 Schedule “A” 1. and 2.

**RECOMMENDATION**

The Administration and Finance Executive Committee recommends approval of the per diem claim to attend the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as submitted by Councillor Rick Wiedenhoeft.

**Council Approval of this Report Will Agree** to the Administration & Finance Executive Committee recommendation to approve the per diem and travel claims for Councillor Rick Wiedenhoeft in the amount of \$150.00 for attendance at the Rainy River District Municipal Association Annual meeting held in Devlin on January 28, 2012 as outlined in this report.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb. 8, 2012  
Date:

M. McCaig  
M. McCaig, Administrator

Town of Fort Frances  
Travel Statement - Mayor/Council Honorarium

Attendee Rick Wiedenhoef  
Conference/Seminar Attended RRDMA  
Location Devlin  
Dates Saturday Jan. 28, 2012.

Details of Per Diem

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Date						Jan 28		
Amount						150.00		\$150.00

Submitted by: R. Wiedenhoef  
Approved by: \_\_\_\_\_

Date: Wed Feb. 1/2012  
Date: \_\_\_\_\_

*To be submitted to Payroll for processing when approved by Council*

or Payroll

Pay period \_\_\_\_\_



**TOWN OF FORT FRANCES**  
**ADMINISTRATION & FINANCE DIVISION**  
**TREASURY REPORT 2012/08**

**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** February 2, 2012  
**SUBJECT:** Officers & Signing Authority

---

**BACKGROUND**

On September 20, 2011, the Corporation of the Town of Fort Frances received notification from Computershare Trust Company of AbitibiBowater Inc – Direct Registration (DRS) Advise for 828.00 shares Common Stock as payment for the claim submitted to Ernst & Young Inc monitor of Abitibi-Consolidated Inc.

On October 18, 2011, a duly signed Direct Registration Transaction Request to sell all 828.00 shares/units was sent via Registered mail to Computershare in Providence, Rhode Island, USA. On February 1, 2012, we received notification that in order to process the requested transaction they require a certified corporate resolution naming the officers authorized to conduct financial transactions on behalf of the Corporation. The certified copy of the consent resolution naming the Officers of the Corporation and naming the signing officers approved April 14, 2008 was not accepted. Therefore, I am requesting a separate resolution for this purpose.

Council Approval of This Report Will Authorize the following:

1. That the Officers of the Corporation of the Town of Fort Frances are:

- |     |             |                  |
|-----|-------------|------------------|
| i)  | Mayor       | Roy Avis         |
| ii) | Councillors | Sharon Tibbs     |
|     |             | John Albanese    |
|     |             | Andrew Hallikas  |
|     |             | Ken Perry        |
|     |             | Paul Ryan        |
|     |             | Rick Wiedenhoeft |

2. And that the Signing Officers authorized to conduct financial transactions on behalf of the Corporation of the Town of Fort Frances are any two of the following listed:

- |      |           |                    |
|------|-----------|--------------------|
| i)   | Mayor     | Roy Avis           |
| ii)  | CAO       | Mark McCaig        |
| iii) | Treasurer | Laurie Witherspoon |
| iv)  | Clerk     | Glenn Treftlin     |



Computershare Investor Services  
250 Royall Street  
Canton Massachusetts 02021  
www.computershare.com



CORPORATION OF THE TOWN OF FORT  
FRANCES  
320 PORTAGE AVE  
FORT FRANCES ON  
CANADA P9A 3P9

January 26, 2012

Company: ABITIBIBOWATER INC  
Registration: CORPORATION OF THE TOWN OF FORT  
FRANCES  
Holder Account Number: C0000029467  
Document I.D.: 12017WF00044341  
Our Reference: ABH/0002824767/14/

Dear Shareholder:

We need your help in order to process your requested transaction. The submitted documents were either incomplete or did not comply with our legal requirements for the following reason(s).

- Sales requests from accounts registered in the name of a corporation must bear a Medallion Signature Guarantee from an eligible institution on the letter of instruction.

**OR**

- We require a certified corporate resolution naming the officers authorized to conduct financial transactions on behalf of the company. Note that the certifying signature on the corporate resolution may NOT be the same officer requesting the transaction. There are three acceptable types of certified resolutions as follows:
  1. An original certification dated within 180 days of the transaction and includes a raised corporate seal of the corporation (if one exists) and signature of the certifying officer.
  2. An original certification dated within 180 days of the transaction and, if there is no corporate seal, the resolution must state "NO SEAL" and be signed by the certifying officer, in their capacity, with a Medallion Signature Guarantee by a brokerage firm or financial institution that is a member of a Stock Transfer Association approved Medallion program, such as STAMP, SEMP or MSP.
  3. A copy of the original certification dated within 180 days of the transaction certified by a Medallion Guarantee.

Should you have other account related questions, please call us at 1-800-252-1800 during regular business hours. Please note that any available representative can assist you.

Administration & Finance Division  
Civic Centre

Operations & Facilities Division  
Fifth Street & Wright Avenue  
Phone: 807-274-9893  
Fax: 807-274-7360

Civic Centre  
320 Portage Avenue  
Phone: 807-274-5323  
Fax: 807-274-8479  
email: town@fort-frances.com



Planning & Development Division  
Civic Centre

Community Services Division  
740 Scott Street P9A 1H8  
Phone: 807-274-4561

Mailing Address:  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

www.fort-frances.com

January 13, 2012

Computershare Investor Services  
250 Royall Street  
Canton Massachusetts  
USA 02021

Dear Sir/Madam:

Re: Company: Abitibowater Inc.  
Registration: Corporation of the Town of Fort Frances  
Holder Acct. No. C0000029467  
Document ID: 11299WF00503680  
Your Reference: ABH/0002808138/4/

Please find attached a certified copy of the report dated April 10, 2008 from Laurie Witherspoon, Treasurer re: Officers and Signing Authority. This report was approved by Consent agenda at the Council meeting of April 14, 2008. This report approves naming of the Officers of the Corporation and naming of the Signing Officers for the Corporation, as well as signing direction requirements.

In addition, a copy of the minutes as passed by Council are attached for your reference. I trust this information will allow for the original request by L. Witherspoon, Treasurer with respect to the sale of all shares/units which were issued to the Town of Fort Frances.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION



Kathryn M. Lawson, Deputy Clerk

/kl  
(att'd)

c.c. L. Witherspoon, Treasurer

H:\OFFICE\LETTERS AND CORRESPONDENCE\Administration and Finance\2012 Matters and Reports\Computershare Investor Services request for additional information - Reference ABH-002808138-4.doc



CORPORATION OF THE TOWN OF FORT FRANCES  
320 PORTAGE AVE  
FORT FRANCES ON P9A 3P9  
CANADA

## Agenda Item # 8.7... Computershare

Computershare Trust Company, N.A.  
PO Box 43078  
Providence, RI 02940-3078  
Within USA, US territories & Canada 866 820 6919  
Outside USA, US territories & Canada 781 575 3100  
[www.computershare.com/investor](http://www.computershare.com/investor)

AbitibiBowater Inc. is incorporated under the laws of  
the State of DE.

### Claim Number

1845

### Holder Account Number

C0000029467



Uncertified accounts are subject to withholding taxes  
on dividend payments and sales proceeds.

Company ID  
SSN/TIN Certified

ABH  
No

## AbitibiBowater Inc. - Direct Registration (DRS) Advice

### Transaction(s)

Date	Transaction Description	Total Shares/Units	CUSIP	Class Description
16 Aug 2011	Abitibi-Consolidated Co of Cda	828.000000	003687209	Common Stock

### Account Information: Date: 16 Aug 2011 (Excludes transactions pending settlement)

Current Direct Registration Balance	Total Shares/ Units	Price Per Share	Value (\$)	CUSIP	Class Description
828.000000	828.000000	16.750000	13,869.00	003687209	Common Stock

### IMPORTANT INFORMATION — RETAIN FOR YOUR RECORDS.

This advice is your record of the share transaction in your account on the books of the Company as part of the Direct Registration System. This advice is neither a negotiable instrument nor a security, and delivery of it does not of itself confer any rights to the recipient. It should be kept with your important documents as a record of your ownership of these shares. No action on your part is required.

The IRS requires that we report the cost basis of certain shares acquired after January 1, 2011. If your shares were covered by the legislation and you have sold or transferred the shares and requested a specific cost basis calculation method, we have processed as requested. If you did not specify a cost basis calculation method, we have defaulted to the first in, first out (FIFO) method. Please visit our website or consult your tax advisor if you need additional information about cost basis.

Upon request, the Company will furnish to any shareholder, without charge, a full statement of the designations, rights (including rights under any Company's Rights Agreement, if any), preferences and limitations of the shares of each class and series authorized to be issued, and the authority of the Board of Directors to divide the shares into series and to determine and change rights, preferences and limitations of any class or series.

Assets are not deposits of Computershare and are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any other federal or state agency.

If you do not keep in contact with us or do not have any activity in your account for the time periods specified by state law, your property could become subject to state unclaimed property laws and transferred to the appropriate state.

Officers and Signing Authority. 4 0 U D R

A BPH Page 89 of 107



February 7, 2012

Report To: Mayor & Council

From: Doug Brown, Manager Operations & Facilities

**SUBJECT: Report No. 4 Establishing 2012 Water & Sewer Rates**

Further to the Committee of the Whole meeting on February 6, 2012, Administration was to prepare several rate scenarios for the O & F Executive Committee to consider at the next O & F Executive Committee Meeting on February 8, 2012.

The rate adjustment scenarios were developed with the following criteria;

- Continue to make rate adjustments between the ICI and residential rate classes in 2012 to address the built-in inequities.
- One revenue target - \$ 217,000
- 3% rate increase to the Industrial & Commercial Class
- **New Institutional Class separated out of the ICI Class where the rate increase would be higher than the IC Class of 3% and will be enough to achieve the additional revenue target of approximately \$ 217,000.00**
- Reduction in the amount of water included in the Institutional & IC Classes minimum flat rate to 180 cu metres.
- Residential & Non-Residential at 1% increase
- Fire Hydrants and Sprinklers at 3%

Several spreadsheets are attached outlining the scenarios listed above and will be reviewed in detail at the O& F Executive Committee Meeting on February 8, 2012.

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Date: Feb 8, 2012

  
M. McCaig, Administrator

**Spreadsheet No.1-** Summarizes the revenue increases under the following scenarios;

- 3% rate increase to the Industrial & Commercial Class
- **New Institutional Class separated out of the ICI Class where the rate increase would be an additional 7% on the volumetric rate or a total of 10%.**
- Reduction in the amount of water included in the Institutional & IC Classes minimum flat rate to 180 cu metres.
- Residential & Non-Residential at 1% increase
- Fire Hydrants and Sprinklers at 3%
- The additional revenue under this scenario is **\$ 221,197.65** – made up of additional revenue from
  - Residential \$31,739.36
  - Non-Residential \$ 11,768.72
  - IC & Institutional Classes at 3% \$ 152,984.02
  - Institutional Class at 7% \$ 24,705.23

**Spreadsheet No.2-** Summarizes the revenue increases under the following scenarios:

- 3% rate increase to the Industrial & Commercial class
- **New Institutional Class separated out of the ICI Class where the rate increase would be an additional 5% on the volumetric rate or a total of 8%.**
- Reduction in the amount of water included in the Institutional & IC Classes minimum flat rate to 180 cu meters.
- Residential & Non – residential at 1% increase
- Fire Hydrants and Sprinklers at 3%
- The additional revenue under this scenario is **\$ 213,476.67** – made up of additional revenue from
  - Residential \$31,739.36
  - Non-Residential \$ 11,768.72
  - IC & Institutional Classes at 3% \$ 152,984.02
  - Institutional Class at 5% \$ **16,984.25**

**Spreadsheet No.3-** Summarizes the revenue increases under the following scenarios:

- 3% rate increase to the Industrial & Commercial class
- **New Institutional Class separated out of the ICI Class where the rate increase would be an additional 6% on the volumetric rate or a total of 9%.**
- Reduction in the amount of water included in the Institutional & IC Classes minimum flat rate to 180 cu meters.
- Residential & Non – residential at 1% increase
- Fire Hydrants and Sprinklers at 3%
- The additional revenue under this scenario is **\$ 216,556.41** – made up of additional revenue from
  - Residential \$31,739.36
  - Non-Residential \$ 11,768.72
  - IC & Institutional Classes at 3% \$ 152,984.02
  - Institutional Class at 6% **\$ 20,063.99**
- **Spreadsheet No. 4** – Shows the impact to each individual Institutional & IC customer under the scenarios outlined on Spreadsheets No. 1, 2 & 3 and a total impact using the 9% scenario as this scenario achieves the additional revenue target of \$ 217,000.
- **Spreadsheet No. 5** – Summarizes the shows the 2011 budgeted & actuals amount of water used by each class of water customers and the associated budgeted and actual revenues in 2011. Also the 2012 forecasted water used by each class of water customers and forecasted revenues.

The Operations & Facilities Executive Committee recommends that the following:

1) The scenario outlined under Spreadsheet No. 3 be accepted and the following 2012 Water and Sewer Rates be approved.

**5.0 Water & Sewer User Rates - Effective January 1, 2012**

**5.1 Water User Rates – Monthly**

5.1.1	Flat Residential including churches & places of worship (un-metered)	35.82	
5.1.2	Metered Non-Residential (4 accounts)	2.42	cu meter
5.1.3	Metered - Couchiching First Nations	2.42	cu meter
5.1.4	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	45.00	
	15 cu. meters included in the minimum monthly bill		
5.1.4.1	for ICI		
5.1.5	Metered – Industry/Commercial	1.18	cu meter
5.1.6	Metered - Institutional	1.25	cu meter
5.1.7	Private (Re: Dedicated) Hydrants	47.10	per unit
5.1.8	Private Sprinkler System	14.77	per system
5.1.9	Sale of Water from Fire Hydrant	23.10	cu meter

**5.2 Sewer User Rates - Monthly**

5.2.1	Flat Residential including churches & places of worship (un-metered)	31.61	
5.2.2	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	39.60	
	15 cu. meters included in the minimum monthly bill		
5.2.2.1	for ICI		
5.2.3	Metered Non-Resident (4 accounts)	2.14	cu meter
5.2.4	Metered - Couchiching First Nations	2.14	cu meter
5.2.5	Metered - Industry/Commercial	1.04	cu meter
5.2.6	Metered - Institutional	1.10	cu meter

- 2) That the monthly meter replacement charge be deferred until 2013 as most ICI customers will be paying for their new water meter or upgrades in 2012.
- 3) That the Operations & Facilities Executive committee start to review 2013 water and sewer rates and increases in October 2012 in order that the 2013 water and sewer rates are approved in December of 2012 when all other 2013 Town user fees and charges are being reviewed and approved by Council.

Respectfully submitted,  
Operations & Facilities Division

*Doug Brown*

Doug Brown, P. Eng.  
Operations & Facilities Manager

**Council approval of this report will authorize** the following:

1) The scenario outlined under Spreadsheet No. 3 be accepted and the following 2012 Water and Sewer Rates be approved.

**5.0 Water & Sewer User Rates - Effective January 1, 2012**

**5.1 Water User Rates – Monthly**

5.1.1	Flat Residential including churches & places of worship (un-metered)	35.82	
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3) That the Operations & Facilities Executive committee start to review 2013 water and sewer rates and increases in October 2012 in order that the 2013 water and sewer rates are approved in December of 2012 when all other 2013 Town user fees and charges are being reviewed and approved by Council.

2012Febreport4waterandsewerratesfor2012.doc

RECOMMENDED

FEB 08 2012

DIV. MNG.

EXECUTIVE COMM.

MEMORANDUM

TO: Mayor and Council

FROM: Christine Ruppenstein, Human Resources Manager

DATE: February 1, 2012

SUBJECT: Accessibility Plan



Please see attached accessibility plan. Included are the following recent barrier removal initiatives:

- 2010 the curb in front of the Public Works building was removed and replaced with a ramp allowing access to the front entrance of the building.
- In 2011, Council adopted the Official Plan, which endorses and promotes accessibility in all aspects and functions of planning and development in order to achieve a 'Safe, Healthy, and Accessible Community'. This document can be found on our website under the Accessibility link
- In 2011 our website was updated to include more accessible features. The update and the maintenance of the website will be ongoing in order to meet or exceed the accessibility standards as outlined in the AODA.
- 7 curb drops were installed in 2011. This is an ongoing initiative and will continue on an annual basis.

Initiatives that will be undertaken in 2012 include the following:

- The Human Resources Manager will work towards compliance criteria in conjunction with the integrated accessibility standards and criteria in order to meet timelines established for January 1, 2013.
- Installation of curb drops are ongoing
- Renovation of the East End Hall will take place conditional upon grant application approval

The committee has committed to meet twice a year with the next meeting scheduled for September. Prior to that meeting, people with disabilities will be consulted in order to review and update the plan.

Also as a reminder, the following technology is available at the library technology centre for use by the general public. This includes the following:

- Kurzweil 1000 V. 12 Software (scanning, reading & writing Software for the blind or visually impaired)
- ZoomText V. 9.1 Magnifier/Reader
- Dolphin Guide V. 5 (Simple Menu, making computer easier for seniors or visually impaired)

- JAWS Professional V. 11 (Screen Reader)
- Epson Perfection 4490 Photo Scanner
- Freedom Scientific Ruby (Hand held magnifier)
- Freedom Scientific SARA/Scanning & Reading Appliance
- Freedom Scientific Topaz (CCTV) with 22" LCD Monitor (Magnifier)
- Zoomtext Keyboards (Black on Yellow)
- Visikey Large Print Keyboard (White on Black)
- Height Adjustable Table

**COUNCIL APPROVAL OF THIS REPORT WILL** authorize the approval and the posting of the Town of Fort Frances Accessibility Plan for 2012

*McCaig*

- ☒ OK
- ☐ Recommended
- ☐ Includes my input
- ☐ Recommended as amended/with comment
- ☐ Not recommended
- ☐ Will Speak to this
- ☐ Other

Feb. 8, 2012  
Date:

M. McCaig  
M. McCaig, Administrator



**ANNUAL ACCESSIBILITY PLAN  
for the  
TOWN OF FORT FRANCES  
2012**

This publication is available on the Town of Fort Frances Website at  
[www.fort-frances.com](http://www.fort-frances.com)  
and in accessible formats upon request by calling  
807-274-5323 ext. 279

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## **EXECUTIVE SUMMARY**

The purpose of the Ontarians with Disabilities Act, 2001 (ODA) is to improve opportunities for people with disabilities and to provide for their involvement in the identification, removal, and prevention of barriers to their full participation in the life of the province. To this end, the ODA requires each municipality to prepare an annual accessibility plan.

A 'barrier' means anything that prevents a person with a disability from fully participating in all aspects of society because of that disability, including a physical barrier, architectural barrier, an informational or communications barrier, an attitudinal barrier, a technological barrier or a policy or a practice.

The plan describes measures that the Town of Fort Frances has taken in the past and the measures that the Town will take in the future to identify, remove, and prevent barriers for people with disabilities who use the facilities and services of the Town, including staff and members of the community at large.

The Town of Fort Frances is committed to continual improvement of access to Town facilities, policies, programs, practices, and services for staff, customers, members of the community with disabilities, the general public, and will work to reduce other barriers over the next five years. To that end, Council has also adopted the Official Plan which speaks to a 'Safe, Healthy, and Accessible Community' for the long term.

The Town will also work towards compliance with the Accessibility for Ontarians with Disabilities Act (AODA) and implementing accessible standards including accessible customer service, information and communication, employment, transportation, and the built environment.

**1. AIM**

This report describes the measures that the Town of Fort Frances has taken in the past and will take in the future to identify, remove, and prevent barriers to people with disabilities, including staff and the community at large.

**2. OBJECTIVES**

This plan:

- a. Describes the process by which the Town will identify, remove, and prevent barriers for people with disabilities
- b. Review earlier efforts to remove and prevent barriers to people with disabilities
- c. List the facilities, policies, programs, practices, or services that the Town will review in the coming year to identify barriers for people with disabilities
- d. Describe the measures the Town will take in the coming year to remove barriers to people with disabilities.
- e. Describe how the Town will make this disability plan available to the public

**3. COMMITMENT TO ACCESSIBILITY PLANNING**

The Town of Fort Frances is committed to:

- a. Establishing an Accessibility Working Group
- b. Consulting with people with disabilities in the development and review of its annual accessibility plan
- c. Ensuring Town policies and procedures are consistent with principals of accessibility
- d. Improve access to facilities, policies, programs, practices, and services for staff, customers, members of the community with disabilities, and the general public

Mayor and Council have authorized the Accessibility Working Group to prepare an accessibility plan that will enable the Town of Fort Frances to meet the commitment of continual improvement of access to all municipally owned facilities, premises, and services for all those with disabilities.

**4. DESCRIPTION OF THE TOWN OF FORT FRANCES**

The Town of Fort Frances is located in Northwestern Ontario, lying approximately 350 kilometres west of Thunder Bay. The Town is bordered on the north by the unorganized Township of Miscampbell, on the west by the Township of Alberton, on the south by the United States separated by the Rainy River, and on the east by the Couchiching First Nation Territory. The Town has a population of approximately 8103 persons (based upon the 2006 census information). Located within the municipality are a number of associations

and groups that provide support and assistance to people with disabilities and the elderly. The Town of Fort Frances has a community theatre for the performing arts, a public library, public works department, a museum, daycare and early childhood centre, a memorial sports centre, a municipal airport and a marina. Located in the civic centre is the Ontario Provincial Police as well as the Fire Department. A Community Centre, which is used by many service groups, is also located in the municipality as well as a public local senior citizens recreation centre (Sister Kennedy Centre) that offers many activities for seniors.

**5. ACCESSIBILITY WORKING GROUP MEMBERS**

The accessibility working group was formally approved by Council in June 2009 and consists of the following members:

Two Division Managers (Operations and Facilities and Community Services), the Human Resources Manager, the Chief Building Official, the Clerk, and the Chief Administrative Officer (will act as ex officio).

**6. RECENT BARRIER – REMOVAL INITIATIVES**

In 2003 the Public Works Department of the Operations & Facilities Division installed approximately forty-nine curb drops on sidewalks throughout the Town. Curb drops are also installed as routine where sidewalks are reconstructed.

A functional review of the Public Library was initiated in 2002 to address accessibility and other concerns relative to the effectiveness of the building. The feasibility of replacement of this building was investigated.

The need for a new and accessible sports centre was identified, and in 2000, a new facility was constructed. The building is fully accessible and provides the opportunity for persons to participate in community functions and fitness.

The municipal airport, as reconstructed in 2000, facilitates persons with disabilities as well as functions more appropriately for those without.

Of great pride to the Town of Fort Frances is the Townshend Theatre, a community auditorium that provides seating for 430 for a multitude of cultural and entertainment activities. This building was constructed in September of 1999 to be fully accessible based on the standards of the *Ontario Building Code*.

In 2007 extensive renovations of the Museum were completed. Barrier free initiatives within this building include elevator, parking, lighting, and washroom facilities.

In 2009 Council approved the construction of the new Library and Technology Centre, which is located adjacent to the Memorial Sports Centre. This fully accessible building also has enhanced technology available. This includes the following:

- Kurzweil 1000 V. 12 Software (scanning, reading & writing Software for the blind or visually impaired)
- ZoomText V. 9.1 Magnifier/Reader
- Dolphin Guide V. 5 (Simple Menu, making computer easier for seniors or visually impaired)
- JAWS Professional V. 11 (Screen Reader)
- Epson Perfection 4490 Photo Scanner
- Freedom Scientific Ruby (Hand held magnifier)
- Freedom Scientific SARA/Scanning & Reading Appliance
- Freedom Scientific Topaz (CCTV) with 22" LCD Monitor (Magnifier)
- Zoomtext Keyboards (Black on Yellow)
- Visikey Large Print Keyboard (White on Black)
- Height Adjustable Table

In 2005 renovations were completed to the OPP station where a power entrance door as well as a drop counter have been installed.

In partnership with the Chamber of Commerce, the Town of Fort Frances sponsors an annual recognition award for businesses that have been proactive in addressing accessibility concerns.

In 2010 training was conducted for all employees in accordance with the Accessibility for Ontarians with Disabilities Act and the Customer Service Standard.

2009 an accessible reception / document review area was installed through a dropped counter at the Civic Centre

2010 the curb in front of the Public Works building was removed and replaced with a ramp allowing access to the front entrance of the building.

In 2011, Council adopted the Official Plan, which endorses and promotes accessibility in all aspects and functions of planning and development in order to achieve a 'Safe, Healthy, and Accessible Community'. This document can be found on our website under the Accessibility link.

A conference microphone and sound amplifier is available for use through the Clerk at the Civic Centre to enable individuals with hearing impairment to attend meetings (including regular council meetings).

Bottom steps have been installed in the men's and woman's saunas at the Memorial Sports Centre.

In 2011 our website was updated to include more accessible features. The update and the maintenance of the website will be ongoing in order to meet or exceed the accessibility standards as outlined in the AODA.

An expanded ramp was installed at the southwest corner of Keeting Avenue and Hwy 11/71.

7 curb drops were installed in 2011. This is an ongoing initiative and will continue on an annual basis.

## **7. STATUS REPORT ON IMPLEMENTATION OF IDENTIFIED RECOMMENDATIONS**

<b>Location</b>	<b>Barrier</b>	<b>Year Completed Unless Otherwise Stated</b>
<b>Public Library</b>	Construction of new facility	2010
<b>Children's Complex</b>	Public Washroom in lobby does not meet OBC	Outstanding
<b>Museum</b>	Accessible parking signage on exterior building door	2007
	Elevator door colour changed as well as warning and tactile instructions, bell alert system installed	2007
	Elevators and washroom accessible	2007
	Exhibits: replace lighting guidelines to be reviewed	2007
<b>Zoning By-Law</b>	No requirement for off-street handicap parking stalls. Official plan and zoning by-law has been adopted by Council which addresses all aspects of accessibility in the planning process	2011
	No local requirements for accessibility planning in new development. Official plan and zoning by-law has been adopted by Council which addresses all aspects of accessibility in the planning process	2011
<b>Civic Centre</b>	Wheelchair accessible reception / document review area constructed	2010
<b>Curbs</b>	Curb drops installed on an ongoing basis based on priority areas	Ongoing
<b>By-Laws, Policies, Procedures</b>	Not accessible to visually impaired. Text / font reader is available at the Technology centre and documents are available in accessible formats upon request	2010
<b>OPP Offices</b>	Power door and lower counter have been installed	2005
	Accessible washroom is available at the Civic Centre – on the lower level by use of the elevator	Complete

<b>Council Meetings</b>	Sound receiver and amplifier available to persons with hearing impairment. 3 devices are available	Complete
<b>Handi-Van</b>	Not available on evenings and week-ends.	Will review in conjunction with integrated standards (transportation)
	Dial a Ride also has time limitation on evening and weekends	Will review in conjunction with integrated standards (transportation)
<b>Enlarged Street Signs</b>	Enlarged street signs for Downtown area	Ongoing
<b>East End Hall</b>	Lack of accessible entrance and washroom facilities	In 2010 have applied for a federal grant to upgrade building.

## **8. PREVENTING NEW BARRIERS**

From this point forward, all Town programs, policies, practices, and services will work towards the guiding principals of inclusionary practice. We will strive to create an environment that is accessible to all people, regardless of age or ability. Through the annual accessibility planning process, the Town programming, policies, and practices will be reviewed to ensure continuous improvement in accessibility.

## **9. BARRIER IDENTIFICATION METHODOLOGIES**

- a. A review by Division managers of their specific areas will be conducted on an annual basis and brought forward to the working group and through budget process
- b. A Public Survey was conducted in 2009
- c. Review of issues brought forward by the public through the Barrier Identification Form that is on our website under the accessibility link.

## **10. BARRIERS IDENTIFIED IN COMMUNITY SURVEY**

<b>Location</b>	<b>Identified Barrier</b>
Memorial Sports Centre	Architectural Barrier: 'family change rooms so single parents or same sex parents can change with their children in a room that has a washroom and shower facilities. There should also be a room available also near the pool for people with different disabilities who might need support by a different gender worker.'
East End Hall	'Lack of bathroom facilities, no ramp or entrance door allowing access to persons with mobility issues. Applied for a Federal Grant for renovations. Waiting the hear back.'

Public Works	'Architectural Barriers: We should have a ramp coming from the street into 960 First Street East, south entrance (wheel chair and scooter ramp) Shevlin Towers.'
Public Works	'The town should change policies to ensure that sidewalks are included in all directions in new developments and should go back and add them into the areas of Fort Frances that do not have them.'
Public Works	'Physical Barriers: there are no wheelchair accessible washroom facilities at the Point Park.'

**11. BARRIERS TO BE ADDRESSED IN 2012**

- a. The Human Resources Manager will work towards compliance criteria in conjunction with the integrated accessibility standards and criteria to meet timelines established for January 1, 2013.
- b. Installation of curb drops are ongoing
- c. Renovation of the East End Hall will take place conditional upon grant application approval

**12. REVIEW AND MONITORING PROCESS**

The accessibility working group will continue to work in partnership with Mayor and Council and the community to review, revise, and implement this Accessibility Plan. Concerns related to accessibility will be received and monitored by the Human Resources Manager and Manager of Community Services, and the Manager of Operations and Facilities

The working group will meet twice a year to review progress.

**13. COMMUNICATION OF THE PLAN**

The Town of Fort Frances Accessibility Plan will be posted on the Town website at [www.fort-frances.com](http://www.fort-frances.com) and hard copies will be available from the Civic Centre upon request. The plan can be made available in accessible format. Please contact the Human Resources Manager at 807-274-5323 ext 279 for hard copies or for copies in an accessible format.

# Statistics Canada Report - TOWN OF FORT FRANCES

Statistics Canada Report - TOWN OF FORT FRANCES Reporting Period:01-01-2012 - 01-31-2012

Municipality Fort Frances

Permit	Owner	Contractors	Property Address	Work Description	Units / Area	Value
2011-108	1578289 ONTARIO LTD 260 FIRST ST E FORT FRANCES ON P9A 1K5	1578289 ONTARIO LTD 260 FIRST ST E FORT FRANCES ON	260 FIRST ST E	CONVERT EXISTING VACANT SCHOOL SHOPS AREA TO EQUIPMENT MAINTENANCE SHOP AND ANCILLARY OFFICES		\$200,000.00
59-12-020-008-00600-0000		(807) 275 8375	P9A 1K5	Stat's Canada Codes Building: 450 Work: 03	1	
Legal Description: PLAN SM61 LOT 19 TO 42 PLAN:M68 BLK 2 LOTS 5 6 E30FT 4 & 7 PLAN SM77 BLKS A & B PCL:20033						
2012-001	ALLAN SANDRA LORI 1032 THIRD ST E FORT FRANCES ON P9A 1S4	ALLAN SANDRA LORI 1032 THIRD ST E FORT FRANCES ON	1032 THIRD ST E	install three piece bathroom on second storey		\$2,000.00
59-12-030-005-10200-0000		(807) 274 6115	P9A 1S4	Stat's Canada Codes Building: 110 Work: 03	1	
Legal Description: PLAN SM50 LOT 119 PCL 119-1						
Sum	Summary (2 detail records)					2 \$202,000.00
Grand Total	Summary (2 detail records)					2 \$202,000.00

Agenda Item # 11.1 ...