

TOWN OF FORT FRANCES

AGENDA - June 24, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 018) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations: (7:00 p.m.)

2.1 Presentation by Mayor J. Caul re: Moffat Family Fund - Outside of Winnipeg Grant Program Approved Grant Recipients.

2.2 Presentation of 2018 Financial Statements by J. Evans and R. Gustafson, BDO Canada LLP

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3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated May 22, 2019 from KJ Bliss, Treasurer, Rainy River Vet Services Committee re: Vet Assistance Trust Fund

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- will be referred to the Administration & Finance Executive Committee for recommendation.

4. Approval of Council Minutes: *

4.1 Session No.017 dated June 10, 2019.

5. Approval of Committee of the Whole Minutes: *

5.1 Session No. 018 and 019 dated June 10 and June 12, 2019.

6. Resolutions from tonight's Committee meeting

7. By-Laws:

7.1 By-law 20/19 being a by-law to authorize the entering into of a land use agreement with Goodday Wholesales (Crozier Ltd) o/a The Sleepy Owl.

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7.2 By-law 21/19 being a by-law to approve an agreement with Heikki

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Lampi Sand & Gravel Ltd. awarded through a Request for Quotation.	
7.3 By-law 22/19 being a by-law to authorize the signing of an agreement with the Canadian Union of Public Employees Local No. 65.	56 - 107
7.4 By-law 23/19 being a by-law to authorize the entering into of an agreement with Rainy Lake Gymnastics Academy.	108 - 111
7.5 By-law 24/19 being a by-law to approve a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for a feasibility study.	112 - 140
8. <u>Information Correspondence:</u>	
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8.2 Fort Frances Museum and Cultural Centre News Letter dated June 2019.	143 - 146
8.3 Resolution as passed June 5th, 2019 from the Town of Georgina re: Reducing Litter and Waste in our Communities.	147 - 148
8.4 Resolution as passed June 10, 2019 from the City of St. Catharines re: Free Menstrual Products at City Facilities.	149 - 150
8.5 Resolution as passed June 11, 2019 from the Township of Armour re: Opposition to Bill 115.	151 - 152
8.6 Invitation from the Ministry of Natural Resources and Forestry re: Inspection of Approved Aerial Herbicide Spraying - Crossroute Forest.	153 - 154
8.7 Letter penned by Mayor of Hamilton re: Health Care Changes	155 - 156
9. <u>Minutes:</u>	
9.1 Downtown Business Improvement Area Board of Management Meeting Minutes dated May 8, 2019.	157 - 159
9.2 Community Services Executive Committee dated June 3, 2019.	160 - 161
9.3 Planning and Development Executive Committee dated June 3, 2019.	162 - 163
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9.5 Operations and Facilities Executive Committee dated June 5, 2019.	165 - 166
10. <u>Non-agenda Items</u>	

11. **ADJOURNMENT**
12. *** Previously distributed to Council**
13. **** Items can be viewed by contacting the Clerk**

The Corporation of the
Town of Fort Frances
Consolidated Financial Statements
For the year ended December 31, 2018

DRAFT

The Corporation of the
Town of Fort Frances
Consolidated Financial Statements
For the year ended December 31, 2018

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The Corporation of the Town of Fort Frances Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of the Corporation of the Town of Fort Frances and all the information in this annual report are the responsibility of management and have been approved by the Mayor and Treasurer on behalf of Council.

The consolidated financial statements have been prepared by management in accordance with Public Sector Accounting Principles. The consolidated financial statements are not precise since they include certain amounts based on estimates and judgments. When alternative accounting methods exist, management has chosen those it deems most appropriate in the circumstances, in order to ensure that the consolidated financial statements are presented fairly, in all material respects.

The Town maintains systems of internal accounting and administrative controls of high quality consistent with reasonable cost. Such systems are designed to provide reasonable assurance that the financial information is relevant, reliable and accurate and the Town's assets are appropriately accounted for and adequately safeguarded.

The Town Council is responsible for ensuring that management fulfills its responsibilities for financial reporting and is ultimately responsible for reviewing and approving the consolidated financial statements.

The Council reviews the Town's consolidated financial statements and meets periodically with management, as well as the external auditors, to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, to satisfy themselves that each party is properly discharging their responsibilities, and to review the annual report, the consolidated financial statements and the external auditor's report.

The consolidated financial statements have been audited by BDO Canada LLP in accordance with Canadian generally accepted auditing standards on behalf of the members. BDO Canada LLP have full and free access to Council.

_____ Mayor

_____ Treasurer

Independent Auditor's Report

To the Mayor and Councilors of
The Corporation of the Town of Fort Frances

Opinion

We have audited the consolidated financial statements of the Corporation of the Town of Fort Frances (the Municipality), which comprise the consolidated statement of financial position as at December 31, 2018, and the consolidated statement of operations, the consolidated statement of change in net financial assets and the consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Municipality as at December 31, 2018, and its results of operations, its change in net financial assets, and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

Fort Frances, Ontario
June 24, 2019

The Corporation of the Town of Fort Frances Consolidated Statement of Financial Position

December 31	2018	2017
Financial assets		
Cash and cash equivalents (Note 1)	\$ 1,543,515	\$ 1,242,982
Taxes receivable	205,022	331,719
Accounts receivable	4,632,525	3,943,647
Investments (Note 2)	13,488,603	11,452,328
Investment in government business enterprises (Note 3)	6,141,617	6,062,050
Loans receivable (Note 4)	244,444	311,111
	<u>26,255,726</u>	<u>23,343,837</u>
Liabilities		
Accounts payable and accrued liabilities	4,285,356	3,436,122
Deferred revenue (Note 6)	85,311	199,071
Net long-term debt (Note 7)	1,261,641	1,670,537
Solid waste closure and post-closure liabilities (Note 8)	897,858	874,498
Post-employment benefits liabilities (Note 9)	208,740	222,454
	<u>6,738,906</u>	<u>6,402,682</u>
Net financial assets	<u>19,516,820</u>	<u>16,941,155</u>
Non-financial assets		
Tangible capital assets (Note 10)	101,319,443	98,789,228
Tangible capital assets under construction	83,584	153,139
Land held for sale	-	50,475
Inventory of supplies	445,975	393,856
Prepaid expenses	228,693	228,157
	<u>102,077,695</u>	<u>99,614,855</u>
Accumulated surplus (Note 11)	<u>\$121,594,515</u>	<u>\$116,556,010</u>

Contingent liabilities (Note 16)

_____ Mayor

_____ Treasurer

The Corporation of the Town of Fort Frances Consolidated Statement of Operations

For the year ended December 31	Budget 2018	2018	2017
Revenue			
Taxation	\$11,232,727	\$11,236,077	\$ 11,215,874
Government transfers - Federal (Note 12)	1,267,069	709,130	1,712,089
Government transfers - Provincial (Note 13)	7,711,918	7,702,785	6,074,930
User fees and service charges	8,434,291	8,705,226	8,518,141
Permits, licenses and fines	66,927	59,655	74,934
Investment income (loss)	59,500	(69,271)	263,688
Income from government business enterprises (Note 3)	-	79,567	10,803
Other income (Note 14)	843,865	2,370,818	1,014,444
	<u>29,616,297</u>	<u>30,793,987</u>	<u>28,884,903</u>
Expenses			
General government	2,756,640	2,982,650	2,828,832
Protection services	3,856,736	3,871,763	3,785,998
Transportation services	4,952,489	5,080,065	4,929,681
Environmental services	5,369,758	4,965,077	4,798,917
Health services	2,720,180	1,688,774	1,812,112
Social and family services	1,907,874	2,049,833	1,902,044
Social housing	-	706,743	644,964
Recreation and cultural services	3,850,984	4,148,578	3,835,737
Planning and development	346,400	261,999	290,274
	<u>25,761,061</u>	<u>25,755,482</u>	<u>24,828,559</u>
Annual surplus	<u>3,855,236</u>	<u>5,038,505</u>	<u>4,056,344</u>
Accumulated surplus, beginning of year	116,556,010	116,556,010	112,499,666
Accumulated surplus, end of year	<u>\$120,411,246</u>	<u>\$121,594,515</u>	<u>\$ 116,556,010</u>

The Corporation of the Town of Fort Frances Consolidated Statement of Change in Net Financial Assets

For the year ended December 31	Budget 2018	2018	2017
Annual surplus	\$ 3,855,236	\$ 5,038,505	\$ 4,056,344
Acquisition of tangible capital assets	(8,187,424)	(6,986,194)	(6,363,907)
Amortization of tangible capital assets	4,473,900	4,440,790	4,325,875
Loss (gain) on sale of tangible capital assets	-	(190,741)	(37,225)
Proceeds on sale of tangible capital assets	-	205,929	59,386
Disposals of land held for sale	-	50,476	255,318
Capitalization of tangible capital assets under construction	-	69,555	239,347
	141,712	2,628,320	2,535,138
Acquisition of prepaid expenses and inventory of supplies	-	(52,655)	42,639
Net change in net financial assets	141,712	2,575,665	2,577,777
Net financial assets, beginning of year	16,941,155	16,941,155	14,363,378
Net financial assets, end of year	\$17,082,867	\$19,516,820	\$ 16,941,155

The Corporation of the Town of Fort Frances Consolidated Statement of Cash Flows

For the year ended December 31	2018	2017
Operating transactions		
Annual surplus	\$ 5,038,505	\$ 4,056,344
Items not involving cash		
Loss (income) from government business enterprises	(79,567)	(10,803)
Amortization	4,440,790	4,325,875
Loss (gain) on disposal of tangible capital assets	(190,741)	(37,225)
Loss (gain) on disposal of land held for sale	10,576	54,218
Changes in non-cash operating balances		
Taxes receivable	126,697	251,810
Accounts receivable	(688,878)	233,129
Loans receivable	66,667	66,667
Inventory of supplies	(52,119)	42,854
Prepaid expenses	(536)	(216)
Accounts payable and accrued liabilities	849,234	(970,564)
Deferred revenue	(113,760)	(206,680)
Solid waste closure and post-closure liabilities	23,360	23,360
Post-employment benefits	(13,714)	(12,389)
	<u>9,416,514</u>	<u>7,816,380</u>
Capital transactions		
Acquisition of tangible capital assets	(6,986,194)	(6,363,907)
Proceeds on sale of tangible capital assets	205,929	59,386
Acquisition of tangible capital assets under construction	69,555	239,347
	<u>(6,710,710)</u>	<u>(6,065,174)</u>
Investing transactions		
Decrease (increase) in investments	(2,036,275)	(710,213)
Proceeds on disposition of land held for sale	39,900	201,100
	<u>(1,996,375)</u>	<u>(509,113)</u>
Financing transactions		
Repayment of long-term debt	(408,896)	(611,294)
Net change in cash and cash equivalents	300,533	630,799
Cash and cash equivalents, beginning of year	<u>1,242,982</u>	<u>612,183</u>
Cash and cash equivalents, end of year	<u>\$ 1,543,515</u>	<u>\$ 1,242,982</u>

The Corporation of the Town of Fort Frances Summary of Significant Accounting Policies

December 31, 2018

Management's

Responsibility for the Consolidated Financial Statements

The consolidated financial statements of the Corporation of the Town of Fort Frances are the representations of management. They have been prepared in accordance with Canadian accounting principles established by the Public Sector Accounting Board of CPA Canada.

Basis of Accounting

The consolidated financial statements of the Corporation of the Town of Fort Frances are the representations of management. They have been prepared in accordance with Canadian public sector accounting standards established by the Public Sector Accounting Board of CPA Canada.

Revenues and expenditures are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

The consolidated statement of financial position reflects all of the financial assets and liabilities of the Municipality. Financial assets are those assets which could provide resources to discharge existing liabilities or finance future operations. Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the change in net financial assets for the year. Accumulated surplus represents the financial position of the Municipality, and is the difference between its' assets and liabilities. This provides information about the Municipality's overall future revenue requirements and its' ability to finance activities and meet its' obligations.

Basis of Consolidation

The consolidated financial statements reflect the assets, liabilities, revenue and expenses of all municipal Organizations, committees and boards which are owned or controlled by the Municipality. All interfund assets and liabilities and revenues and expenditures have been eliminated on consolidation.

The following boards and municipal enterprises owned or controlled by Council have been consolidated:

Library Board
Waterworks
Business Improvement Area

The Corporation of the Town of Fort Frances Summary of Significant Accounting Policies

December 31, 2018

Basis of Consolidation (continued)

A government partnership exists where the Municipality has shared control over the board or entity. The Municipality's pro-rata share of the assets, liabilities, revenues and expenditures are reflected in the consolidated financial statements using the proportionate consolidation method. No proportionate interest or government partnerships are reflected in the consolidated financial statements.

The following boards are not consolidated:

Northwestern Health Unit
Rainy River District Social Services Administration Board

Government business enterprises are separate legal entities which do not rely on the Municipality for funding. The Municipality's government business enterprises consist of investments in Fort Frances Power Corporation and Fort Frances Network Services Corporation. These investments are accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow Canadian generally accepted accounting principles for publicly accountable enterprises, are not adjusted to conform with Public Sector Accounting Standards and inter-entity transactions and balances are not eliminated.

Cash and Cash Equivalents

Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.

Inventory

Inventory of supplies is recorded at the lower of cost or net replacement value.

Investments

The Municipality accounts for its investments at cost. The carrying value of an investment is written down to its net recoverable amount if a decline in value is judged to be other than temporary.

Loans Receivable

Loans receivable are reported on the Municipality's consolidated statement of financial position at the lower of cost and net recoverable value.

The Corporation of the Town of Fort Frances Summary of Significant Accounting Policies

December 31, 2018

Tangible Capital Assets

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is available for productive use as follows:

Land improvements	40 years
Buildings	40 years
Machinery and equipment	10 to 15 years
Roads and bridges	15 to 80 years
Water infrastructure	40 to 80 years
Sewer infrastructure	40 to 80 years
Vehicles	7 to 12 years
Computer hardware and software	5 years

Revenue Recognition

Taxes are recorded at estimated amounts when they meet the definition of an asset, have been authorized and the taxable event occurs. For property taxes, the taxable event is the period for which the tax is levied. As taxes recorded are initially based on management's best estimate of the taxes that will be received, it is possible that changes in future conditions, such as reassessments due to audits, appeals and court decisions, could result in a change in the amount of tax revenue recognized. Taxes receivable are recognized net of an allowance for anticipated uncollectable amounts. Taxation revenue is initially recognized based on management's best estimate of the taxes that will be received. However, the total amount of tax revenue recognized may change due to future reassessments such as audits, appeals and court decisions.

User fees and other revenues are recognized when the services are performed or goods are delivered and there is reasonable assurance of collection.

Government Transfers

Government transfers, which include legislative grants, are recognized as revenue in the consolidated financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. When transfer stipulations give rise to a liability, government transfers are recognized as deferred revenue and recognized as revenue when the stipulations are settled.

The Corporation of the Town of Fort Frances Summary of Significant Accounting Policies

December 31, 2018

Solid Waste Landfills	The estimated costs to close and maintain solid waste landfill sites are based on estimated future expenses in current dollars, discounted, adjusted for estimated inflation, and are charged to expense as the landfill site's capacity is used.
Retirement Benefits and Other Employee Benefit Plans	The Municipality is an employer member of the Ontario Municipal Employees Retirement System (OMERS), which is a multi-employer, defined benefit pension plan. The Board of Trustees, representing plan members and employers, is responsible for overseeing the management of the pension plan, including investment of the assets and administration of the benefits. The Municipality has adopted defined contribution plan accounting principles for this Plan because insufficient information is available to apply defined benefit plan accounting principles. The Municipality records as pension expense the current service cost, amortization of past service costs and interest costs related to the future employer contributions to the Plan for past employee service.
School Boards	The Municipality collects taxation revenue on behalf of the school boards. The taxation, other revenues, expenditures, assets and liabilities with respect to the operations of the school boards are not reflected in these consolidated financial statements.
Use of Estimates	<p>The preparation of consolidated financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from management's best estimates as additional information becomes available in the future.</p> <p>The estimates used in preparation of these consolidated financial statements are the useful lives of the property, plant and equipment, the capacity of the landfill site, the useful life of the landfill site, the closure and post-closure costs of the landfill, the present value of the Municipality's employee post-retirement benefits, and taxation revenue.</p>
Trust Funds	Trust Funds held in trust by the Municipality, and their related operations, are not included in these consolidated financial statements. The financial activity and position of the Trust Funds are reported separately on the Trust Funds statement of continuity and balance sheet.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

1. Cash and Cash Equivalents

The balance of cash and cash equivalents reported on the consolidated statement of financial position is made up of the following:

	2018	2017
Unrestricted	\$ 1,379,170	\$ 31,388
Restricted by Council resolution	164,345	1,211,594
	<u>\$ 1,543,515</u>	<u>\$ 1,242,982</u>

Certain surplus funds are set aside by by-laws or Council resolution for specific purposes and referred to as reserve funds. Cash and cash equivalents restricted by Council resolution represent assets that are maintained in respect of those reserve funds (Note 11).

2. Investments

	2018	2017
Investments restricted by Council resolution		
Bond funds	\$ -	\$ 8,026,213
Money market funds	-	2,515
GIC's, 1.50% annual interest rate	-	51,044
GIC's, 1.80% annual interest rate	51,951	-
GIC's, 2.25% annual interest rate	318,411	321,114
GIC's, 2.50% annual interest rate	4,755,856	2,045,679
Interest bearing savings account, prime -1.54%	8,352,384	-
Non interest bearing savings account	10,001	-
	<u>13,488,603</u>	<u>10,446,565</u>
Unrestricted investments		
GIC's, 1.15% annual interest rate	-	1,004,127
Money market funds	-	1,636
	<u>-</u>	<u>1,005,763</u>
	<u>\$13,488,603</u>	<u>\$ 11,452,328</u>

The income from investments for the year was \$217,300 (2017 - \$214,984).

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

2. Investments (continued)

The effective interest rate of the Municipality's restricted bond funds was 1.30% (2017 - 2.35%). The Municipality's restricted bond funds have a market value of \$NIL (2017 - \$7,699,842).

The effective interest rate of the Municipality's restricted money market funds was 0.74% (2017 - 0.63%). The Municipality's restricted money market funds have a market value of \$NIL (2017 - \$2,436).

The effective interest rate of the Municipality's unrestricted money market funds was 0% (2017 - 0.61%). The Municipality's unrestricted money market funds have a market value of \$NIL (2017 - \$1,636).

Certain surplus funds are set aside by by-laws or Council resolution for specific purposes and referred to as reserve funds. Investments restricted by Council resolution represent assets that are maintained in respect of those reserve funds (Note 11).

3. Investment in Government Business Enterprises

	2018	2017
Fort Frances Power Corporation	\$ 6,088,461	\$ 6,008,912
Fort Frances Network Services Corporation	53,156	53,138
	<u>\$ 6,141,617</u>	<u>\$ 6,062,050</u>

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

3. Investment in Government Business Enterprises (continued)

Fort Frances Power Corporation

Fort Frances Power Corporation is a Corporation that was created for the purpose of distributing electrical power to the Town of Fort Frances. The Municipality holds 100% of the common shares of Fort Frances Power Corporation. The condensed supplementary financial information is as follows:

	2018	2017
Financial position		
Current assets	\$ 4,704,759	\$ 5,289,693
Property, plant and equipment	4,107,947	3,967,414
Regulatory assets	289,127	145,136
Future income tax assets	122,056	158,852
Total assets	9,223,889	9,561,095
Current liabilities	2,905,046	3,250,498
Regulatory liabilities	230,382	301,685
Total liabilities	3,135,428	3,552,183
Net assets		
Equity	\$ 6,088,461	\$ 6,008,912
Results of operations		
Revenue	\$10,184,741	\$ 10,737,551
Expenses	(10,105,192)	(10,726,331)
Net income for the year	\$ 79,549	\$ 11,220

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

3. Investment in Government Business Enterprises (continued)

Fort Frances Network Services Corporation

Fort Frances Network Services Corporation is a Corporation that was created for the purpose of providing utility maintenance services to the Town of Fort Frances. The Municipality holds 100% of the common shares of Fort Frances Network Services Corporation. The condensed supplementary financial information is as follows:

	2018	2017
Financial position		
Cash and bank	\$ 53,962	\$ 54,012
Accounts receivable	200	114
Total assets	54,162	54,126
Total liabilities	1,006	988
Net assets		
Equity	\$ 53,156	\$ 53,138
Results of operations		
Revenue	\$ 909	\$ 457
Expenses	(891)	(874)
Net income (loss) for the year	\$ 18	\$ (417)

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

4. Loans Receivable

Loans receivable reported on the consolidated statement of financial position are comprised of the following:

	2018	2017
Fort Frances Community Clinic loan, repayable at \$5,556 monthly, non-interest bearing. Secured by a general security agreement in first priority position on and over any and all assets of the borrower. Matures August 1, 2022.	\$ 244,444	\$ 311,111

Loans receivable are restricted by Council resolution and represent assets that are maintained in respect of reserve funds (Note 11).

5. Bank Indebtedness

Bank indebtedness is secured by general security agreements covering certain assets of the Municipality. The maximum authorized amount is \$4,000,000 and bears interest at the prime rate. As at December 31, 2018, \$NIL (2017 - \$187,022) was drawn under this facility.

6. Deferred Revenue

	Opening balance	Contributions received	Externally restricted investment income	Revenue recognized	Ending balance
Federal and provincial gas tax	\$ 86,358	\$ 578,179	\$ 3,673	\$ (623,202)	\$ 45,008
Other	112,713	40,303	-	(112,713)	40,303
	\$ 199,071	\$ 618,482	\$ 3,673	\$ (735,915)	\$ 85,311

Federal and Provincial Gas Tax

The Federal and Provincial Governments advance the Municipality funding related to gasoline tax. This funding must be spent on approved infrastructure projects. The funding can be deferred for a maximum of 5 years.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

7. Net Long-term Debt

Net long-term debt reported on the consolidated statement of financial position is comprised of the following:

	2018	2017
Demand bank loan, payable at \$26,284 monthly, plus interest at 4.397%. Unsecured, matures December 31, 2022.	\$ 1,261,641	\$ 1,577,051
Demand bank loan, payable at \$7,791 monthly, plus interest at 4.19%. Unsecured, matured December 30, 2018.	-	93,486
	<u>\$ 1,261,641</u>	<u>\$ 1,670,537</u>

Principal and interest repayments relating to net long-term debt of \$1,261,641 outstanding are due as follows:

	Principal Repayments	Interest	Total
2019	\$ 315,410	\$ 49,211	\$ 364,621
2020	315,410	35,418	350,828
2021	315,410	21,404	336,814
2022	315,411	7,501	322,912
	<u>\$ 1,261,641</u>	<u>\$ 113,534</u>	<u>\$ 1,375,175</u>

The gross interest paid relating to the above long-term debt was \$65,422 (2017 - \$76,879).

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

8. Solid Waste Closure and Post-Closure Liabilities

Solid waste closure and post-closure care requirements have been defined in accordance with industry standards and include final covering and landscaping of the landfill, removal of ground water and leachates, and ongoing environmental monitoring, site inspection and maintenance. The present value of the Municipality's estimated future liability for this expense is recognized as the landfill site's capacity is used. The liability and annual expense is calculated based on the ratio of utilization to total capacity of the landfill site and the discounted estimated cash flows associated with closure and post-closure activities.

The liability for the landfill site is recorded at \$897,858 (2017 - \$874,498) and represents the present value of closure and post-closure costs for 81% of the current site's opened cells, using the average long-term borrowing rate of 3.0%. The liability is recorded based on the capacity of the landfill used to date. The estimated remaining capacity of the site's opened cells are approximately 90,000 cubic meters, which is estimated to be filled in 9 years based on study. Post-closure care is estimated to continue for a period of 25 years.

The liability is expected to be funded through budget allocations to a landfill reserve over the remaining life of the landfill. The Municipality has \$746,147 (2017 - \$641,959) in an investment which relates to the solid waste closure and post-closure liability. The landfill liability is therefore underfunded by \$151,711 (2017 - \$232,539) at year end.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

9. Post-Employment Benefits Liabilities

Post-employment benefits liabilities reported on the consolidated statement of financial position are comprised of the following:

	2018	2017
Post-retirement benefits liability	\$ 196,240	\$ 209,954
Life insurance coverage	12,500	12,500
	<u>\$ 208,740</u>	<u>\$ 222,454</u>

On February 4, 2011, the Municipality became responsible for providing the following post-retirement benefits on behalf of its eligible full-time employees who are members of the Fort Frances Professional Fire Fighters Association:

- Extended health care
- Dental benefits

The latest actuarial valuation was performed on December 31, 2018.

Post-Retirement Benefits Liabilities	2018	2017
Accrued post-retirement benefits obligation	\$ 177,109	\$ 190,711
Unamortized actuarial gains	19,131	19,243
Post-retirement benefits liabilities	<u>\$ 196,240</u>	<u>\$ 209,954</u>

Post-Retirement Benefits Expenditures	2018	2017
Current year service costs	\$ 3,705	\$ 3,608
Interest on accrued benefit obligation	4,990	5,251
Amortization of net estimation adjustments	(3,215)	(3,215)
Post-retirement benefits expenditures	<u>\$ 5,480</u>	<u>\$ 5,644</u>
Benefit payments during the year	<u>\$ 19,194</u>	<u>\$ 18,033</u>

The significant actuarial assumptions adopted and estimated for the calculation of the accrued benefit obligations are as follows:

	2018	2017
Discount on accrued benefit obligations	3.0%	2.70%
Dental cost trend rates	3.0%	3.0%
Extended health care trend rates	6.25%	6.0%

For December 31, 2018, extended health care trend rates are assumed to be 6.25%, decreasing by 0.25% per annum to an ultimate rate of 4.5% thereafter.

As at December 31, 2018, the Municipality's post-retirement benefits were 100% unfunded.

The Corporation of the Town of Fort Frances
Notes to Consolidated Financial Statements

December 31, 2018

10. Tangible Capital Assets

									2018
	Land and land improvements	Buildings	Machinery and equipment	Roads and bridges	Water infrastructure	Sewer infrastructure	Vehicles	Computer hardware and software	Total
Cost, beginning of year	\$ 5,866,986	\$ 53,642,473	\$ 10,999,620	\$ 60,133,379	\$ 21,537,583	\$ 24,151,963	\$ 3,412,803	\$ 495,671	\$ 180,240,478
Additions	95,370	710,460	359,147	3,009,737	857,824	1,746,907	69,356	137,393	6,986,194
Disposals	-	-	(12,210)	-	-	-	(511,870)	-	(524,080)
Cost, end of year	5,962,356	54,352,933	11,346,557	63,143,116	22,395,407	25,898,870	2,970,289	633,064	186,702,592
Accumulated amortization, beginning of year	617,299	24,505,403	4,569,335	32,418,266	7,114,237	9,539,031	2,394,803	292,876	81,451,250
Amortization	167,827	1,068,657	671,024	1,613,754	324,656	351,196	168,482	75,194	4,440,790
Disposals	-	-	(3,256)	-	-	-	(505,635)	-	(508,891)
Accumulated amortization, end of year	785,126	25,574,060	5,237,103	34,032,020	7,438,893	9,890,227	2,057,650	368,070	85,383,149
Net carrying amount, end of year	\$ 5,177,230	\$ 28,778,873	\$ 6,109,454	\$ 29,111,096	\$ 14,956,514	\$ 16,008,643	\$ 912,639	\$ 264,994	\$ 101,319,443

The Corporation of the Town of Fort Frances
Notes to Consolidated Financial Statements

December 31, 2018

10. Tangible Capital Assets (continued)

									2017
	Land and land improvements	Buildings	Machinery and equipment	Roads and bridges	Water infrastructur e	Sewer infrastructur e	Vehicles	Computer hardware and software	Total
Cost, beginning of year	\$ 3,575,851	\$ 53,511,699	\$ 10,667,022	\$ 58,564,879	\$ 21,059,318	\$ 23,228,960	\$ 3,320,214	\$ 564,280	\$ 74,492,223
Additions	2,291,135	130,774	652,411	1,568,500	478,265	923,003	236,152	83,667	6,363,907
Disposals	-	-	(319,813)	-	-	-	(143,563)	(152,276)	(615,652)
Cost, end of year	5,866,986	53,642,473	10,999,620	60,133,379	21,537,583	24,151,963	3,412,803	495,671	180,240,478
Accumulated amortization, beginning of year	509,017	23,445,931	4,236,923	30,818,912	6,798,922	9,202,902	2,338,940	367,318	77,718,865
Amortization	108,282	1,059,472	636,597	1,599,354	315,315	336,129	199,426	71,300	4,325,875
Disposals	-	-	(304,185)	-	-	-	(143,563)	(145,742)	(593,490)
Accumulated amortization, end of year	617,299	24,505,403	4,569,335	32,418,266	7,114,237	9,539,031	2,394,803	292,876	81,451,250
Net carrying amount, end of year	\$ 5,249,687	\$ 29,137,070	\$ 6,430,285	\$ 27,715,113	\$ 14,423,346	\$ 14,612,932	\$ 1,018,000	\$ 202,795	\$ 98,789,228

The net book value of tangible capital assets not being amortized because they are under construction is \$83,584 (2017 - \$153,139). These items are recognized separately as tangible capital assets under construction in the consolidated statement of financial position.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

11. Accumulated Surplus

The Municipality segregates its accumulated surplus in the following categories:

	2018	2017
Investment in tangible capital assets		
Tangible capital assets	\$101,403,027	\$ 98,942,367
Long-term debt	(1,261,640)	(1,670,537)
Land held for sale	-	50,476
Total investment in tangible capital assets	100,141,387	97,322,306
General operating	1,951,220	378,269
Business improvement area	55,296	46,447
Total operating surplus	2,006,516	424,716
Other allocated deficits		
Landfill closure	(897,858)	(874,498)
Employee future benefits	(208,740)	(222,454)
Total other allocated deficits	(1,106,598)	(1,096,952)
Reserve funds		
Waterworks projects	5,667,424	4,899,978
Replacement of vehicles and equipment	1,207,735	819,668
Library building	605,690	634,896
Landfill closure	746,147	641,959
Parks and cemeteries	47,327	50,402
Social and family assistance	90,802	89,634
Corporate projects and contingencies	4,896,566	5,533,332
Cultural projects	34,767	60,757
Townsend theatre	115,135	113,264
Total reserve funds	13,411,593	12,843,890
Working capital reserve	1,000,000	1,000,000
Investment in government business enterprises	6,141,617	6,062,050
	<u>\$121,594,515</u>	<u>\$116,556,010</u>

The investment in tangible capital assets represents amounts already spent and invested in infrastructure and other non-financial assets.

Reserve funds represent funds set aside by by-law or Council resolution for specific purposes.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

12. Government Transfers - Federal

	2018	2017
Operating		
Other	\$ 32,039	\$ 16,311
Tangible Capital Assets		
Association of Municipalities of Ontario		
Federal Gas Tax Fund	582,198	601,805
Industry Canada - FedNor	-	451,976
New Building Canada Fund	-	-
Clean Water and Wastewater Fund	51,647	583,669
Other	43,246	58,328
Total tangible capital asset transfers	677,091	1,695,778
Total federal transfers	\$ 709,130	\$ 1,712,089

13. Government Transfers - Provincial

	2018	2017
Operating		
Province of Ontario		
Ontario Municipal Partnership Fund	\$ 3,342,100	\$ 3,106,500
Ministry of Transportation	41,004	58,395
Ontario Seniors' Secretariat	49,862	41,733
Rainy River District Social Services		
Administration Board	1,158,071	1,103,181
Ontario Financial Services	-	-
Other	453,211	340,329
Total operating transfers	5,044,248	4,650,138
Tangible Capital Assets		
Province of Ontario		
Clean Water and Wastewater Fund	-	291,834
Ministry of Transportation	2,550,583	246,179
Northern Ontario Heritage Fund	-	703,856
Rainy River District Social Services		
Administration Board	33,438	-
Other	74,516	182,923
Total tangible capital asset transfers	2,658,537	1,424,792
Total provincial transfers	\$ 7,702,785	\$ 6,074,930

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

14. Other Income

	2018	2017
Penalties and interest on taxes	\$ 98,964	\$ 116,938
Rents, concessions and franchises	92,181	89,983
Donations	145,793	364,050
Gain (loss) on sale of tangible capital assets	190,741	37,225
Loss on sale of land held for sale	(10,576)	(54,218)
Provincial offences	397,532	419,173
Insurance proceeds and other recoveries	1,456,183	41,293
	<u>\$ 2,370,818</u>	<u>\$ 1,014,444</u>

15. Expenses by Object

	2018	2017
Salaries, wages and employee benefits	\$ 9,132,407	\$ 8,634,352
Long-term debt charges - interest	65,421	76,879
Materials	3,958,399	3,537,837
Contracted services	4,600,728	4,548,434
Rents and financial expenses	1,022,652	1,122,855
Contributions to other organizations	2,535,085	2,582,327
Amortization	4,440,790	4,325,875
	<u>\$25,755,482</u>	<u>\$ 24,828,559</u>

16. Contingent Liabilities

Various lawsuits and appeals have been filed against the Municipality for incidents which arose in the ordinary course of business as well as land claims. These lawsuits and appeals include the following specific claims:

A claim in the amount of \$2,000,000 has been filed against the Municipality that is in relation to disputed costs between the Municipality and a contractor involved in the rehabilitation of Municipal infrastructure. In the opinion of management and legal counsel, the outcome of the lawsuit, now pending, is not determinable. Should any loss result from the resolution of these claims, such loss will be charged to operations in the year of resolution.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

17. Related Party Transactions

The Municipality owns 100% of the common shares of Fort Frances Power Corporation. Fort Frances Power Corporation provides electricity and services to the Municipality. Fort Frances Power Corporation also contracts the Municipality for the provision of accounting and administrative services. The following is a summary of the significant related party transactions for the year:

	2018	2017
Revenue from services provided to Fort Frances Power Corporation	\$ 166,118	\$ 170,276
Expenses for electricity purchased from Fort Frances Power Corporation	\$ 825,995	\$ 896,609
Other purchased services provided by Fort Frances Power Corporation	64,049	82,821
	<u>\$ 890,044</u>	<u>\$ 979,430</u>

18. Operations of School Boards

	2018	2017
During the year, the following taxation revenue was raised and remitted to the school boards	\$ 1,540,460	\$ 1,523,085

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

19. Pension Agreements

The employees of the Municipality participate in the Ontario Municipal Retirement System ("OMERS"). The Municipality also makes contributions to the OMERS plan on behalf of its employees. The plan has a defined benefit option at retirement available to some employees, which specifies the amount of the retirement benefit plan to be received by the employees based on length of service and rates of pay. However, the plan is accounted for as a defined contributions plan as insufficient information is available to account for the plan as a defined benefit plan. The contribution payable in exchange for services rendered during a period is recognized as an expense during that period.

OMERS provides pension services to more than 482,000 active and retired members and approximately 985 employers. Each year an independent actuary determines the funding status of OMERS Primary Pension Plan (the Plan) by comparing the actuarial value of invested assets to the estimated present value of all pension benefits that members have earned to date. The most recent actuarial valuation of the Plan was conducted at December 31, 2018. The results of this valuation disclosed total actuarial liabilities of \$100,081 million in respect of benefits accrued for service with actuarial assets at that date of \$95,890 million indicating an actuarial deficit of \$4,191 million. Because OMERS is a multi-employer plan, any pension plan surpluses or deficits are a joint responsibility of Ontario municipal organizations and their employees. As a result, the Corporation does not recognize any share of the OMERS pension surplus or deficit. Contributions made by the Municipality to OMERS for 2018 were \$555,148 (2017 - \$530,062) for current services.

20. Trust Funds

The Trust Funds administered by the Municipality amounting to \$1,118,418 (2017 - \$1,098,197) have not been included in the consolidated statement of financial position nor have their operations been included in the consolidated statement of operations.

21. Contributions to Unconsolidated Boards

The following contributions were made by the Municipality to these boards:

	2018	2017
Northwestern Health Unit	\$ 368,813	\$ 368,813
Rainy River District Social Services Administration Board		
Ambulance service	990,229	1,061,363
General assistance	73,867	89,076
Child care	91,891	125,249
Social housing	706,743	644,964
	<u>\$ 2,231,543</u>	<u>\$ 2,289,465</u>

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

22. Segmented Information

The Corporation of the Town of Fort Frances is a diversified municipal government institution that provides a wide range of services to its citizens. The management of the Municipality considers decisions based on separate service areas. These service areas are: general government, protection services, transportation services, environmental services, health services, social and family services, social housing, recreation and cultural services and planning and development.

Descriptions of the services and funds that management bases their decisions on, are as follows:

General Government

General government consists of governance, Corporate management and program support. These categories relate to operations of all of the various programs and services that the Municipality offers to its citizens.

Protection Services

Protection is comprised of police service and fire protection. Police service is contracted out to the Ontario Provincial Police. The fire department is responsible to provide fire suppression service, fire prevention programs, training and education related to prevention, detection or extinguishment of fires.

Transportation Services

The transportation services area provides construction and maintenance of the roadways throughout the Municipality as well as the municipal airport.

Environmental Services

Environmental services consists of the management and maintenance of the sanitary sewer system, waterworks system and waste disposal facility located within the municipal borders.

Health Services

Health services are comprised of public health services and ambulance service. The Municipality contributes to local boards which provide these services to the citizens of the Municipality.

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

22. Segmented Information (continued)

Social and Family Services

Social and family services are comprised of general assistance, child care and assistance to the aged. The Municipality contributes to local boards which provide these services to the citizens of the Municipality.

Social Housing

The Municipality contributes to a local board, which provides social housing if the citizens of the Corporation of the Town of Fort Frances require the service.

Recreation and Cultural Services

This service area consists of the operation and maintenance of local parks, recreation facilities, cultural facilities and the town library.

Planning and Development

These services relate to zoning issues as well as planning of various municipal maintenance projects.

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The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

22. Segmented Information (continued)

For the year ended December 31	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Social Housing	Recreation and Cultural Services	Planning and Development	2018 Total
Revenue										
Taxation	\$ 2,038,461	\$ 1,618,299	\$ 808,369	\$ 2,094,720	\$ 1,473,996	\$ 346,584	\$ 1,045,575	\$ 1,704,062	\$ 106,011	\$ 11,236,077
Fees and user charges	240,262	50,772	709,238	6,037,435	55,575	537,399	-	912,382	162,163	8,705,226
Conditional grants	-	162,276	3,227,112	163,533	-	1,255,388	-	242,506	19,000	5,069,815
Unconditional grants	606,328	481,353	240,444	623,061	438,431	103,089	311,000	506,862	31,532	3,342,100
Other	442,807	351,537	175,599	455,028	320,190	75,287	227,126	370,167	23,028	2,440,769
	<u>3,327,858</u>	<u>2,664,237</u>	<u>5,160,762</u>	<u>9,373,777</u>	<u>2,288,192</u>	<u>2,317,747</u>	<u>1,583,701</u>	<u>3,735,979</u>	<u>341,734</u>	<u>30,793,987</u>
Expenses										
Wages and benefits	1,511,910	1,222,812	1,690,500	984,825	203,844	1,429,712	-	2,049,301	39,503	9,132,407
Long-term debt charges (interest)	63,317	-	1,868	-	-	-	-	236	-	65,421
Materials	444,797	231,673	957,610	801,412	39,082	304,684	-	1,071,165	107,976	3,958,399
Contracted services	232,674	2,238,993	437,031	1,368,407	6,005	67,786	-	171,944	77,888	4,600,728
Rents and financial	505,816	19,850	78,902	250,442	-	8,405	-	125,438	33,799	1,022,652
External transfers	100,777	105,941	-	25,991	1,427,042	165,758	706,743	-	2,833	2,535,085
Amortization	123,359	52,494	1,914,154	1,534,000	12,801	73,488	-	730,494	-	4,440,790
	<u>2,982,650</u>	<u>3,871,763</u>	<u>5,080,065</u>	<u>4,965,077</u>	<u>1,688,774</u>	<u>2,049,833</u>	<u>706,743</u>	<u>4,148,578</u>	<u>261,999</u>	<u>25,755,482</u>
Net surplus (deficit)	\$ 345,208	\$ (1,207,526)	\$ 80,697	\$ 4,408,700	\$ 599,418	\$ 267,914	\$ 876,958	\$ (412,599)	\$ 79,735	\$ 5,038,505

The Corporation of the Town of Fort Frances Notes to Consolidated Financial Statements

December 31, 2018

22. Segmented Information (continued)

For the year ended December 31	General Government	Protection Services	Transportation Services	Environmental Services	Health Services	Social and Family Services	Social Housing	Recreation and Cultural Services	Planning and Development	2017 Total
Revenue										
Taxation	\$ 755,751	\$ 1,654,219	\$ 1,556,846	\$ 1,909,100	\$ 1,875,762	\$ 338,474	\$ 1,348,523	\$ 1,655,107	\$ 122,092	\$ 11,215,874
Fees and user charges	239,512	55,045	677,261	6,004,061	43,104	437,299	-	954,415	107,444	8,518,141
Conditional grants	1,155,833	124,055	1,483,294	572,745	-	1,152,764	-	171,829	20,000	4,680,520
Unconditional grants	209,322	458,175	431,205	528,770	519,537	93,748	373,505	458,421	33,816	3,106,499
Other	91,899	201,156	189,315	232,150	228,096	41,159	163,983	201,264	14,847	1,363,869
	<u>2,452,317</u>	<u>2,492,650</u>	<u>4,337,921</u>	<u>9,246,826</u>	<u>2,666,499</u>	<u>2,063,444</u>	<u>1,886,011</u>	<u>3,441,036</u>	<u>298,199</u>	<u>28,884,903</u>
Expenses										
Wages and benefits	1,425,652	1,155,968	1,592,161	900,755	268,886	1,307,040	-	1,942,597	41,293	8,634,352
Long-term debt charges (interest)	55,176	-	5,344	3,564	-	-	-	12,795	-	76,879
Materials	396,393	220,525	812,546	714,690	31,298	255,226	-	960,392	146,767	3,537,837
Contracted services	199,215	2,196,988	533,264	1,358,481	5,307	48,959	-	150,157	56,063	4,548,434
Rents and financial	537,402	22,041	89,760	308,539	-	7,341	-	114,454	43,318	1,122,855
External transfers	90,328	110,340	-	21,361	1,498,176	214,325	644,964	-	2,833	2,582,327
Amortization	124,666	80,136	1,896,606	1,491,527	8,445	69,153	-	655,342	-	4,325,875
	<u>2,828,832</u>	<u>3,785,998</u>	<u>4,929,681</u>	<u>4,798,917</u>	<u>1,812,112</u>	<u>1,902,044</u>	<u>644,964</u>	<u>3,835,737</u>	<u>290,274</u>	<u>24,828,559</u>
Net surplus (deficit)	\$ (376,515)	\$ (1,293,348)	\$ (591,760)	\$ 4,447,909	\$ 854,387	\$ 161,400	\$ 1,241,047	\$ (394,701)	\$ 7,925	\$ 4,056,344

For each reported segment, revenues and expenditures represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. Taxation, payments-in-lieu of taxes, certain government grants and other revenue have been apportioned based on a percentage of budgeted expenditures.

Independent Auditor's Report

To the Mayor and Councilors of
The Corporation of the Town of Fort Frances

Opinion

We have audited the financial statements of the Corporation of the Town of Fort Frances Trust Funds (the Entity), which comprise the balance sheet as at December 31, 2018, and the statement of continuity for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Entity as at December 31, 2018, and the continuity thereof, in accordance with the basis of accounting as described in Note 1.

Basis of Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Basis of Accounting and Restrictions on Use

Without modifying our opinion, we draw attention to Note 1 to the financial statements which describes the basis of accounting. The financial statements are prepared to assist the Corporation of the Town of Fort Frances to comply with the reporting requirements of the Bereavement Authority of Ontario. As a result, the financial statements may not be suitable for another purpose. Our report is intended solely for the management of the Corporation of the Town of Fort Frances and the Bereavement Authority of Ontario and should not be used by parties other than the management of the Corporation of the Town of Fort Frances and the Bereavement Authority of Ontario.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the basis of accounting as described in Note 1, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants
Fort Frances, Ontario
June 24, 2019

The Corporation of the Town of Fort Frances Trust Funds Balance Sheet

December 31, 2018	Multi Use Tennis Court	Cemetery Care and Maintenance	Cemetery Special Care	Community Chest	2018 Total	2017 Total
Assets						
Cash	\$ 149	\$ -	\$ 285	\$ 82,403	\$ 82,837	\$ 151,505
Accounts receivable						
Own municipality	-	11,363	-	9	11,372	2,277
Investments	-	297,013	727,196	-	1,024,209	1,010,261
	\$ 149	\$ 308,376	\$ 727,481	\$ 82,412	\$ 1,118,418	\$ 1,164,043
Liabilities						
Own Municipality	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,846
Balance capital	149	308,376	727,481	82,412	1,118,418	1,098,197
	\$ 149	\$ 308,376	\$ 727,481	\$ 82,412	\$ 1,118,418	\$ 1,164,043

Statement of Continuity

December 31, 2018	Multi Use Tennis Court	Cemetery Care and Maintenance	Cemetery Special Care	Community Chest	2018 Total	2017 Total
Balance, beginning of year	\$ (145)	\$ 302,165	\$ 711,164	\$ 85,013	\$ 1,098,197	\$ 1,170,151
Revenue and receipts						
Grants	-	-	-	16,686	16,686	-
Care receipts and contributions	-	6,211	25,663	-	31,874	34,604
Investment income (loss)	294	-	(55,295)	1,259	(53,742)	1,332
Donations	-	-	-	20,481	20,481	31,673
	294	6,211	(29,632)	38,426	15,299	67,609
Expenditures						
Operations	-	-	-	-	-	201
Administration	-	-	-	87	87	-
Paid to school board	-	-	-	-	-	45,124
Transfers to Municipality	-	-	(45,949)	-	(45,949)	63,449
Grants	-	-	-	40,940	40,940	30,789
	-	-	(45,949)	41,027	(4,922)	139,563
Balance, end of year	\$ 149	\$ 308,376	\$ 727,481	\$ 82,412	\$ 1,118,418	\$ 1,098,197

The Corporation of the Town of Fort Frances Trust Funds Notes to Financial Statements

December 31, 2018

1. Summary of Significant Accounting Policies

Management's Responsibility The financial information of the Corporation of the Town of Fort Frances Trust Funds is the representation of management and has been prepared in accordance with accrual based accounting principles. Precise determination of some assets and liabilities may be dependent upon future events and estimates and approximations. These estimates and approximations have been based upon the available information, using careful judgment and review.

Accrual Basis of Accounting Sources of financing and expenditures are reported on the accrual basis of accounting.

The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

2. Multi Use Tennis Court Trust

The Multi Use Tennis Court Trust Fund was established to support fundraising efforts towards the construction of tennis courts.

3. Cemetery Care and Maintenance Trust

The Cemetery Care and Maintenance Trust Fund was established in accordance with the Cemeteries Act for the care and maintenance of certain cemetery grounds.

4. Community Chest Trust

The Community Chest Trust Fund was established to provide grants to individuals to support them with the costs of travel for medical purposes.

The Corporation of the Town of Fort Frances
Trust Funds
Notes to Financial Statements

December 31, 2018

5. Statement of Changes in Cash Flows

A statement of changes in cash flows has not been provided since the sources and uses of cash are readily apparent from the financial information included in the financial statements.

DRAFT



Rainy River Vet Services Committee
C/O Ms. Kim Jo Bliss
R.R. # 2 Emo, ON
POW 1E0
kimjobliss@gmail.com

(807)-482-2863 Home #

May 22, 2019

Clerk - Treasurer
Town of Fort Frances
Box 38, 320 Portage Avenue
Fort Frances, ON
P9A 3M5
town@fort-frances.com

Dear Town of Fort Frances Council;

Hello! Yes, it is that time of the year again. This is your bill for the Vet Assistance Trust Fund. The fees are the same as in the past. This would mean that your portion of the fee is a flat fee of \$650.00.

Thanks in advance for your contribution to this fund. Veterinarian service is important to all producers in the Rainy River District, and you're a part of this. Currently we are splitting the contract between Nor-West Animal Clinic and Kingsford Veterinary Services.

If you would like to attend a meeting, feel free to contact myself and I will let you know the next meeting date. Our Chairman is Tom Morrish. If you would like more information about the program, please visit <http://northernproduceranimalhealthnetwork.ca/>.

Yours truly,

Kim Jo Bliss
Treasurer - Rainy River Vet Services Committee
*Cheques can be made payable to the Rainy River Vet Service Committee

TOWN OF FORT FRANCES

BY-LAW NO. xx~19

(Being a by-law to authorize the entering into of a land use agreement with Goodday Wholesales (Crozier) Ltd o/a The Sleepy Owl)

WHEREAS on May 13, 2019, Council authorized the entering into of a land use agreement to install a billboard sign on town property located at 1003 Frog Creek Road.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the following land use agreement in the form attached hereto as Schedule 'A' to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:
 - a) Goodday Wholesales (Crozier) Ltd., for the 5-year term

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 24th day of June 2019.

J. Caul, Mayor

E. Slomke, Clerk

THIS AGREEMENT made this _____ day of _____, 2019.

B E T W E E N:

Goofday Wholesales (Crozier) Ltd. o/a 'The Sleepy Owl'

("The Sleepy Owl")

- a n d -

The Corporation of the Town of Fort Frances

(collectively, the "The Town")

WHEREAS Section 11 (3) 7. Of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws respecting matters regarding Structures, including fences and signs;

AND WHEREAS Section 391 (1) (c) of the Municipal Act, 2001, S.O. 2001 as amended, grants authority to the Municipality to pass by-laws imposing fees for the use of its property including property under its control;

AND WHEREAS The Corporation of the Town of Fort Frances is the registered owner of the lands and premises municipally known as 1003 Frog Creek Road, Fort Frances, Ontario ("1003 Frog Creek Road").

NOW THEREFORE in consideration of the mutual covenants contained herein, The Sleepy Owl and The Town (collectively, the "parties") agree as follows:

1. The Town agrees to permit an 8' x 16' sign owned by The Sleepy Owl to be installed at 1003 Frog Creek Road (Lat. 48 38.931'N and Long. -93 26.145'W) as depicted on Schedule 1.
2. The sign structure shall be securely built, constructed and erected to conform to the standards set forth in the Town of Fort Frances 'Sign By-law'.
3. The Owner of the sign shall at all times maintain the sign in a proper and safe state of repair and shall not allow or permit the sign to become dilapidated or unsightly. Where the Town finds the sign to be abandoned or in a state of disrepair, the Town, by notice in writing, order the Owner of the sign, to:
 - a. Remove the sign and all related structural components within a specified time period, as outlined in the written notice, or
 - b. Take such measures as are specified in the written notice to alter or refurbish the sign.
4. In the event that an existing sign is causing a public safety problem, is abandoned, in a state of disrepair and the Owner of the sign has not responded to the written notice, the Town has the authority to remedy the situation and will invoice accordingly and the debt shall be collectible and recoverable as per the Town's Collection Policy.
5. The land and the sites in and about where the billboard sign is located shall at all times be maintained in a neat and clean manner, free from all loose papers and rubbish and surrounding grass and brush must be kept trimmed.
6. The Owner of the sign shall pay to the Town an annual fee in accordance with the 'User Fee By-law'.
7. The Owner of the sign will indemnify and save harmless the Town of Fort Frances, its employees, agents and councilors from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Town arising out of or from anything done or omitted to be done by the Owner of the sign or any employee, officer, director or sub-contractor of the Owner of the sign.

8. The Owner of the sign shall ensure that all sign installation and maintenance work is carried out in accordance with the Ontario Occupational Health & Safety Act and all applicable regulations and legislation. Further, prior to commencement of any work on the Town property, the Owner of the sign will provide the Town (By-law department) with a copy of WSIB Clearance Certificate.
9. The Owner of the sign agrees to provide the necessary insurance to the satisfaction of the Town of Fort Frances prior to commencement of any site works which shall include:
- a. Comprehensive General Liability insurance for a limit of no less than \$2,000,000 and naming the Town of Fort Frances as additional insured.
10. This agreement may be registered on/against title to 1003 Frog Creek Road and shall serve as perpetual notice to successors in title and otherwise.
11. This agreement shall be effective for a period of five years from the date first above written. A written request from the Owner of the sign for renewal for an additional 5 years must be received by the Town 30 days prior to expiration of this agreement. Failing receipt of request for renewal, this agreement will be deemed to terminate at the 5-year anniversary date. If the agreement terminates, the Owner of the sign will remove the sign immediately from the Town's property.
12. This Agreement shall ensure to the benefit of, and be binding upon, the parties and their respective heirs, executors, administrators, successors, and assigns.
13. This agreement may be terminated by either party upon 60 days written notice to the other party as follows:

The Town of Fort Frances
Town Clerk
320 Portage Avenue
Fort Frances, ON P9A 3P9

Goodday Wholesales (Crozier) Ltd
o/a The Sleepy Owl

Fort Frances, ON P9A ____

IN WITNESS WHEREOF the parties have executed this Agreement.

SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
)	
_____)	_____ (seal)
Witness)	The Sleepy Owl
)	Goodday Wholesales (Crozier) Ltd.
)	
SIGNED, SEALED & DELIVERED)	
In the presence of:)	
)	
_____)	_____ (seal)
Witness)	Mayor, Town of Fort Frances
)	
_____)	_____ (seal)
Witness)	Clerk, Town of Fort Frances
)	

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an agreement with Heikki Lampi Sand & Gravel Ltd. awarded through a Request for Quotation)

WHEREAS on June 10, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Request for Quotation to Heikki Lampi Sand & Gravel Ltd. for installation of new septic system at Fort Frances Airport;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

- 1. That pursuant to the award of the Request for Quotation, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 24th day of June 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

Heikki Lampi Sand & Gravel Ltd.
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Request for Quotations for the respective Total Prices, quoted by the Contractor in the Quotation.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Contractor shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Request for Quotation Documents;
 - (b) for the respective Total Prices quoted by the Contractor in the Quotation received April 26, 2019 except as may be increased or decreased by increase or decrease in taxes (such as HST).
2. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Request for Quotation Documents. The Town shall pay on account thereof upon the approval of the Manager of Operations and Facilities. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.

3. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
4. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Contractor or the Contractor's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Contractor;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Request for Quotations (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Request for Quotation Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:
 - (a) delivered personally;
 - (b) sent by prepaid courier service or mail; or
 - (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,
 - (i) in case of notice to the Town, as follows:

320 Portage Avenue
 FORT FRANCES, Ontario
 P9A 3P9
 Attention: Administrator

(ii) in case of the Contractor, as follows:

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Laverne Lampi
 Witness to signature of Tenderer

Heikki Lampi
 If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Laverne Lampi

PRINT NAME AND TITLE OF PERSON SIGNING:

Heikki Lampi

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Heikki Lampi Sand & Gravel LTD.

Address of Witness:

1244 First St. E.
 Fort Frances, ON
 P9A 1M3

Address of Contractor:

1244 First St. East
 Fort Frances, ON P9A 1M3
 Page 48 of 166

Phone Number of Witness:

Phone Number of Contractor:

807-274-9647

807-274-9647

Fax

807-274-3227

Number:

Cell

807-275-9852

Number:

The Corporation of the Town of Fort Frances

per:

per:

I/we have authority to bind the Town

**The Dominion of Canada General Insurance Company - the Insurer**165 University Avenue, Toronto, ON M5H 3B9 travelerscanada.ca

The Dominion of Canada General Insurance Company, St. Paul Fire and Marine Insurance Company and Travelers Insurance Company of Canada are the Canadian licensed insurers known as Travelers Canada.

CERTIFICATE OF INSURANCE*This is to certify to:*

*The Corporation of the Town of Fort Frances
320 Portage Ave., Fort Frances ON P9A3P9*

*that policies of insurance herein described have been issued to the
Insured named below and are in force at this date.*

Named Insured: Heikki Lampi Sand & Gravel Ltd. and 539233 Ontario Ltd.

Address: 1244 First Street East, Fort Frances, ON P9A 1M3

Location and Operations to which this Certificate applies: Gravel Pit Operations, Sand and Gravel Sales, Delivery, Excavating, Building

Kind of Policy	Policy Number	Expiry Date			Limits of Insurance	
		D	M	Y		
Commercial General Liability <i>Products - Completed Operations Hazard</i> Included <input checked="" type="checkbox"/> Excluded <input type="checkbox"/> Cross Liability Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CCP8492542	10	3	2020	Bodily Injury And Property Damage Liability	
					Each Occurrence Limit	\$1,000,000
					Personal And Advertising Injury Limit	\$1,000,000 Any one person or organization
					Medical Expense Limit	\$2,500 Any one person
					General Aggregate Limit	\$5,000,000
					Tenants' Legal Liability Limit	\$250,000 Any one premises
					Products/Completed Operations Aggregate Limit	\$1,000,000
Automobile Liability All owned vehicles <input type="checkbox"/> *Specified vehicles only <input type="checkbox"/> Standard Non-Owned <input checked="" type="checkbox"/> Hired Vehicles <input type="checkbox"/> Leased Vehicles <input type="checkbox"/>	CCP8492542	10	3	2020	\$1,000,000 Inclusive Limit	Bodily Injury and Property Damage Combined
					* Describe Specific Vehicles	
Other (describe) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CCP8492542	10	3	2020	Umbrella Liability \$4,000,000	

Note: The Corporation of the Town of Fort Frances is added as an additional insured to the Commercial General Liability Rider of this policy but only with respect to liability caused, in whole or in part, by the Named Insured in the performance of the insured's ongoing operations. Policy limits are not increased by such addition. The insurer waives any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town and any other corporation owned, operated, or controlled by or affiliated with the Town, together with a severability of interest clause and a cross liability clause.

The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of the Certificate 60 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Authorized Representative: E-SIGNED by Carrie Shouldice on 2019-05-03 13:28:25 GMT

Company: Gillons' Insurance Brokers Ltd.

Print name including position held: Carrie Shouldice, Account Manager

Date: 3-May-19

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Contractor, HEIKKI LAMPI SAND & GRAVEL LTD. shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Contractor or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Bidder and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Bidder shall be solely responsible for, and the Bidder shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF BIDDER:


Witness to signature of Tenderer

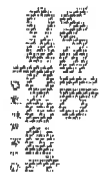

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

Laverne Lampi

PRINT NAME AND TITLE OF PERSON SIGNING:

HEIKKI LAMPI SAND & GRAVEL LTD.
1244 FIRST ST. EAST
FORT FRANCES, ON P8A 1M3
807-274-9547 PH. 807-274-0327 FAX
CELL 807-276-8832



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mm-yy) / Période de validité (jj/mm/aaaa)
HEIKI LAMPI SAND & GRAVEL LTD	1244 FIRST ST EAST, FORT FRANCES, ON, P9A1M3, CA	4564-000: Dry Bulk Materials Trucking 4121-001: Highways, Streets, and Small Bridges 0821-000: Sand and Gravel Pit Operations	THE CORPORATION OF THE TOWN OF FORT FRANCES / TOWN OF FORT FRANCES	320 PORTAGE AVE, PAYROLL DEPARTMENT, FORT FRANCES, ON, P9A3P9, CA	W200000FJ8ZA	02-May-2019 to 19- May-2019

**The Dominion of Canada General Insurance Company - the Insurer**165 University Avenue, Toronto, ON M5H 3B9 travelerscanada.ca

The Dominion of Canada General Insurance Company, St. Paul Fire and Marine Insurance Company and Travelers Insurance Company of Canada are the Canadian licensed insurers known as Travelers Canada.

CERTIFICATE OF INSURANCE*This is to certify to:*

*The Corporation of the Town of Fort Frances
320 Portage Ave., Fort Frances ON P9A3P9*

*that policies of insurance herein described have been issued to the
Insured named below and are in force at this date.*

Named Insured: Heikki Lampi Sand & Gravel Ltd. and 539233 Ontario Ltd.

Address: 1244 First Street East, Fort Frances, ON P9A 1M3

Location and Operations to which this Certificate applies: Gravel Pit Operations, Sand and Gravel Sales, Delivery, Excavating Building

Kind of Policy	Policy Number	Expiry Date			Limits of Insurance
		D	M	Y	
Commercial General Liability <i>Products - Completed Operations Hazard</i> Included <input checked="" type="checkbox"/> Excluded <input type="checkbox"/> Cross Liability Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	CCP8492542	10	3	2020	Bodily Injury And Property Damage Liability <i>Each Occurrence Limit</i> \$1,000,000 Personal And Advertising Injury Limit \$1,000,000 <i>Any one person or organization</i> Medical Expense Limit \$2,500 <i>Any one person</i> General Aggregate Limit \$5,000,000 Tenants' Legal Liability Limit \$250,000 <i>Any one premises</i> Products/Completed Operations Aggregate Limit \$1,000,000
					Automobile Liability <i>All owned vehicles</i> <input type="checkbox"/> <i>*Specified vehicles only</i> <input type="checkbox"/> <i>Standard Non-Owned</i> <input checked="" type="checkbox"/> <i>Hired Vehicles</i> <input type="checkbox"/> <i>Leased Vehicles</i> <input type="checkbox"/>
					\$1,000,000 Inclusive Bodily Injury and Property Damage Combined * Describe Specific Vehicles
Other (describe) <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	CCP8492542	10	3	2020	Umbrella Liability \$4,000,000

Note: The Corporation of the Town of Fort Frances is added as an additional insured to the Commercial General Liability Rider of this policy but only with respect to liability caused, in whole or in part, by the Named Insured in the performance of the insured's ongoing operations. Policy limits are not increased by such addition. The insurer waives any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town and any other corporation owned, operated, or controlled by or affiliated with the Town, together with a severability of interest clause and a cross liability clause.

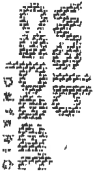
The insurance afforded is subject to the terms, conditions, and exclusions of the applicable policy. This Certificate is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer. The Insurer will endeavour to mail to the holder of the Certificate 60 days written notice of any material change in or cancellation of these policies, but assumes no responsibility for failure to do so.

Authorized Representative: E-SIGNED by Carrie Shouldice on 2019-05-03 13:28:25 GMT

Company: Gillons' Insurance Brokers Ltd.

Print name including position held: Carrie Shouldice, Account Manager

Date: 3-May-19



Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mm-yy) / Période de validité (jj/mm/aaaa)
HEIKI LAMPI SAND & GRAVEL LTD	1244 FIRST ST EAST, FORT FRANCES, ON, P9A1W3, CA	4564-000: Dry Bulk Materials Trucking 4121-001: Highways, Streets, and Small Bridges 0821-000: Sand and Gravel Pit Operations	THE CORPORATION OF THE TOWN OF FORT FRANCES / TOWN OF FORT FRANCES	320 PORTAGE AVE, PAYROLL DEPARTMENT, FORT FRANCES, ON, P9A3P9, CA	W200000FJ8ZA	02-May-2019 to 19- May-2019

HEALTH & SAFETY POLICY

ANNA L AMP considers preventing accidents and providing a safe workplace to be vitally important. As owner I will take every reasonable precaution to ensure a safe working environment. A safe workplace is beneficial to employees, customers and guests.

Employee health and safety is important to me personally and to EMPLOYEES. No task is vital enough to justify performance in an unsafe manner. The most important part of safety is the well-being of employees.

All workers and management must play a role in making our workplace safe.

Identify situations that may be hazardous or present danger to employees and report to the management immediately.

Obtain information from ownership to identify potential or existing hazards of materials, processes or equipment.

It is vitally important to be aware of safety considerations at all times. It is also important to report any injury to ownership quickly. Any dangerous conditions should also be reported to the management immediately.

Date: MAY 22/2019

Owners Signature: _____



TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to authorize the signing of an agreement with the Canadian Union of Public Employees Local No. 65 - the *Municipal Act, 2001*, R.S.O. 2001, c.25, Section 8.)

WHEREAS on May 13, 2019, Council approved a report from J. Forbes, Human Resources Manager thereby ratifying terms of a new collective agreement with CUPE and its Local No. 65 - for a four-year term ending December 31, 2022;

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the agreement between the Corporation of the Town of Fort Frances and the Canadian Union of Public Employees Local No. 65 for the term January 1, 2019 to December 31, 2022, in the form of Schedule “A” attached hereto and forming part of this by-law, be and the same is hereby approved by Council.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 24th day of June 2019.

J. Caul, Mayor

E. Slomke, Clerk

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES



And

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65

(PARKS / PUBLIC WORKS / CIVIC CENTRE / MEMORIAL SPORTS CENTRE / CHILDREN'S
COMPLEX)



TERM: JANUARY 1, 2019 – DECEMBER 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES

(Hereinafter called the "Corporation")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 65

(PARKS / PUBLIC WORKS / CIVIC CENTRE / MEMORIAL SPORTS CENTRE / CHILDREN'S COMPLEX)

(Hereinafter called the "Union")

ARTICLE 1 - PREAMBLE

1.01 Preamble

WHEREAS it is the duty of every employee individually and collectively to promote and co-operate to the fullest extent in all matters with respect to the provision of the services for the safety, health, comfort and general welfare of the citizens having regard to the interests of efficiency, productivity and economy of operations;

AND WHEREAS in the interests of the efficient conduct and administration of the Town's affairs, it is the desire of both parties to maintain harmonious relations by negotiating fair and reasonable remuneration for services rendered and hours of work and to encourage efficiency in operation and to provide an amicable method of settling any differences or grievances which might possibly arise;

NOW THEREFORE, TO EFFECTUATE THE FOREGOING, THE Corporation and the Union hereby covenant and agree as follows:

ARTICLE 2 - INTERPRETATION

The following terms wherever used herein shall, unless the context otherwise requires, have the following meanings:

2.01 "Council" - shall mean the Council of the Corporation of the Town of Fort Frances;

2.02 "Council Committee" - shall mean the Committee of the Council being held responsible for a particular department;

- 2.03** "Corporation" - shall mean the Corporation of the Town of Fort Frances;
- 2.04** "Regular Full-Time Employee" - shall mean an employee who is continuously employed in a full-time position and who has completed his/her probationary period;
- 2.05** "Regular Part-Time Employee" - shall mean an employee who is continuously employed in a regular part-time position and who has completed his/her probationary period. In the event that an employee carries two (2) or more regular part-time positions with a total Full-Time Equivalent (FTE) of 1.0, the employee will receive the benefits of a full-time employee as outlined in the Collective Agreement.
- 2.06** "Interim Replacement Employee" - Shall mean an employee of the Corporation who is hired on a temporary basis or an 'as required' basis. Interim replacement employees may be hired to replace regular full-time or regular part-time employees who are absent on maternity leave, vacation, illness, or any other approved leave of absence. The employment of Interim replacement Employees shall not cause the layoff or termination of regular full-time or regular part-time employees. Interim Replacement Employees shall accrue seniority by hours worked for the purpose of call-in shifts (if qualified for the position) and for bidding on job postings, and shall not receive any benefits of the Collective Agreement unless otherwise specified.

If he / she is subsequently hired as a regular full-time or regular part-time employee, he / she must successfully complete the requisite probationary period following which seniority shall date from the first day of continuous employment in one position.

In addition, the employer agrees to provide the union with the name of the Interim Replacement Employee, their start date, and their anticipated end date where an Interim Replacement Employee has been working continuously in one position for a period of sixty (60) consecutive days. This notice will only be provided once.

- 2.07** "Seasonal Employee" - shall mean an employee (other than a student) who is employed on a short term basis as required. Seasonal employees shall accrue seniority; their previous service as a seasonal employee will be considered for re-call purposes subject to having the necessary qualifications.

In the event an employee carries two (2) seasonal positions, the employee will receive the benefits of a full-time employee as outlined in the Collective Agreement.

- 2.08** "Co-op Student" - Co-op students (e.g. Con College, high school) will be allowed to work with union members positions. Purpose is not to perform the work of the bargaining unit, but would provide a student with knowledge of the operations by on the job participation. The Co-op experience is designed to be a learning situation. The union member would share their expertise knowledge and skills with student. No union position or member would be displaced, no overtime would be affected. No employee on layoff/recall will be adversely affected by the utilization of this clause.
- 2.09** "Student" - shall mean an employee who is a student at a college, university or other educational institution and who is employed on an "as required" basis for a maximum of five (5) years or until that student graduates, whichever comes first. Students shall not accrue seniority and shall not receive any benefits of the Collective Agreement unless otherwise specified.

Such employees shall not in any way displace a bargaining unit employee nor will they be retained or granted work in preference to bargaining unit employees who normally perform the work.

- 2.10** “Special Program Employee” - shall mean an employee engaged under a “Special Program” of the Ministry or Corporation. These programs usually have special purposes, predetermined start and finish dates and specific budget allowances. No benefits apply to the Special Program Employee unless funded by the program details. Such employee shall not in any way displace a bargaining unit employee nor will they be retained in or granted work in preference to bargaining unit employees who normally perform the work or delay the seasonal recall or shorten the work period of seasonal employees.
- 2.11** “Common Law” – The definition of **common law** shall be in accordance with the Canada Revenue Agency definition under Marital Status.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes and acknowledges that the management of the operation and direction of the working forces are fixed exclusively in the Corporation and shall be exercised in a manner consistent with this agreement. The union acknowledges that it is the exclusive right of the Corporation to:

- a) maintain and enhance order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has completed his probationary period that he has been discharged or disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this agreement.

Any allegation by the Union that the Corporation's exercise of these rights has violated an express provision of the collective agreement may be the subject of a grievance and dealt with under Articles 10 and 11.

ARTICLE 4 - RECOGNITION AND NEGOTIATIONS

4.01 Bargaining Unit

The Corporation or anyone authorized to act on its behalf approves and recognizes the Canadian Union of Public Employees and its Local 65 as the sole collective bargaining agency for all of its employees save and except:

1. Chief Administrative Officer
2. Clerk
3. Treasurer
4. Deputy Treasurer
5. By-law Enforcement Officers
6. Chief Building Official
7. Municipal Planner
8. Administrative Assistants
9. Qualified Engineer/Assistant to Engineer
10. Operations and Facilities Division Manager
11. Operations and Facilities Superintendents
12. OPP
13. Fire Chief
14. Deputy Fire Chief
15. International Brotherhood of Electrical Workers
16. Fort Frances Professional Fire Fighters Association
17. Division Managers
18. Treasury Assistant
19. POA Coordinator
20. POA Court Reporter
21. POA Prosecutor
22. Human Resources Manager
23. Community Services Division Manager
24. Aquatics Director
25. Aquatics Staff
26. Physical Education Director
27. Memorial Sports Centre Clerical and Administrative Support
28. Recreation Facilities Superintendent
29. Memorial Sports Centre Students
30. Children's Complex Superintendent
31. Assistant Children's Complex Superintendent
32. Private Home Day Care / Best Start Hub Coordinator
33. Children's Complex Administrative Support

and hereby consents and agrees to negotiate with the Union or any authorized Committee thereof in any and all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

4.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this contract.

4.03 Work of Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency and training of a member of the bargaining unit in a new position.

The Children's Complex Superintendent, Assistant Children's Complex Superintendent, and Children's Complex Administrative Support Staff may work on jobs performed by members of the bargaining unit to maintain legislative ratios as long as no Children's Complex bargaining unit employee is on lay-off and no employees are reasonably available.

4.04 Interruption of Work

There shall be no lockout by the Corporation and no strike by the employees during the term of this Agreement. The Union shall not cause, direct, or consent to any strike by its members during the term of this Agreement. The Corporation shall not cause or direct any lockout of its employees during the term of this Agreement.

4.05 Notification of Union Representatives

The Union shall notify the Corporation in writing the names and positions held in the bargaining unit of all elected Union officials and members of Union Committees. The Union will update the list as necessary or upon request of the Employer.

ARTICLE 5 - UNION SECURITY**5.01 Union Membership Requirement**

All employees of the Corporation covered by the Certification issued to the Union by the Ontario Ministry of Labour, shall, as a condition of employment, remain members in good standing of the Union in accordance with the Union's Constitution and By-laws.

All new employees of the Corporation shall, as a condition of continued employment become members in good standing of the Union not later than three (3) months after starting with the Corporation.

5.02 Deduction of Dues

The Corporation agrees to deduct each month from the salary of each employee covered by this agreement the amount of Union dues as provided by the Constitution and By-Laws of the Union and remit same to the Secretary-Treasurer of CUPE Local No. 65 not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

5.03 Recording of Dues on T-4 Slips

At the same time that Income Tax (T-4 Slips) are made available, the Corporation shall type in the T-4 slip the amount of union dues paid by each employee in the previous year.

5.04 New Employees

The Employer shall acquaint new bargaining unit employees with the fact that a collective agreement is in effect by providing said employees with one (1) hardcopy, or a digital copy of the current collective agreement upon hire. If a digital copy is provided to an employee, one (1) hardcopy shall be made available upon request.

The new employee shall be permitted to meet with the departmental union steward during his first month of employment, within regular working hours and without loss of pay, for a maximum of thirty (30) minutes, for the purpose of orienting the new employee with their departmental union steward.

ARTICLE 6 - DISCRIMINATION**6.01 No Discrimination**

The Council, its servants and agents, agree that there will be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of his or her membership or non-membership in a trade union, or by reason of any of the protected grounds of discrimination found in the Ontario Human Rights Code namely race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability.

6.02 Harassment

The Employer and the Union agree to abide by the Corporation's Workplace Harassment Policy, the Occupational Health and Safety Act as well as any other applicable legislation..

ARTICLE 7 - CONDITIONS OF EMPLOYMENT**7.01 Conditions of Employment**

New employees, prior to becoming employed by the Corporation and at the option of the Corporation, shall be required to undergo a medical examination.

Children's Complex Employees

Full-time employees who are required to have ongoing medical examinations as a requirement for continued employment will be allowed 1 hour paid leave of absence to obtain the same. Employees receiving inoculation for Hepatitis B or flu (relating to their employment) shall be reimbursed for any billing which the employee receives from their physician for such inoculation.

ARTICLE 8 - LABOUR-MANAGEMENT COMMITTEE**8.01 Representation**

No individual employee or group of employees shall undertake to represent the Union at

meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Union will supply the Corporation with the name of its officers, Stewards, and all members of committees that will deal directly with the Corporation. The list must be supplied in writing to the Human Resources Manager or designate. If the Union elects, appoints, or selects a new Unit Chair, Steward, or new committee members, they shall notify the Corporation within five (5) working days.

Similarly, the Corporation will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Employer agrees to provide any changes to the list within five (5) working days of those changes.

8.02 Labour-Management Committee

A Labour Management Cooperation Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall meet on request by either party at a mutually agreeable time and place and shall enjoy the full support of both parties to this Agreement in the interest in providing the best possible service to the public. The party requesting the meeting will present the other party with an agenda outlining the matters to be discussed at the meeting at least one week, if possible prior to the meeting.

8.03 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

8.04 Time off for Meetings

Any representative of the Union serving as a member of the Bargaining Committee or the Labour Management Committee, who is in the employ of the Corporation, shall have the privilege of attending Committee meetings held within working hours without loss of remuneration providing that such meeting is a joint meeting between said Committees.

- 8.05** When management personnel intend to interview an employee for disciplinary purposes, the Employer will notify the employee of their right to Union representation in advance of the meeting and email the Union notification of the meeting.

ARTICLE 9 - RESOLUTIONS

9.01 Notice of Resolutions

All resolutions of the Corporation which affect the employees covered by this Agreement shall be forwarded to the Recording Secretary of the Union by the Corporation, within seven (7) days of the passing thereof.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Settling of Grievances

A grievance is defined as any difference between the Corporation and an employee regarding the interpretation, application, administration or alleged violation of the Agreement; including any question as to whether a matter may be subject to the arbitration process, as agreed to herein.

Every effort shall be made to settle grievances fairly and promptly by both the Corporation and the Union.

A grievance shall specify the clause(s) in the Collective Agreement that are alleged to have been violated.

It is understood that an employee has no formal grievance until he has first given his supervisor a reasonable opportunity to both review his complaint and attempt to resolve it.

In the interest of facilitating this procedure, the Human Resources Manager (or designate) shall be permitted to engage in verbal communications with the Union at each Step of the grievance procedure.

Step 1

The grievance must be provided in writing to the aggrieved employee's supervisor within ten (10) working days after the circumstances giving rise to it have occurred, or within ten (10) working days from the time when the aggrieved employee would have reasonably been aware of the occurrence of the event upon which the grievance is based.

Within three (3) working days of receiving a grievance, the aggrieved employee, and a union representative(s), will meet with the supervisor, and up to one additional management representative. The parties will hold a verbal discussion and attempt to resolve the grievance. Upon conclusion of the meeting the supervisor shall provide the aggrieved employee, the Union and the Human Resources Manager with a written response to the grievance within three (3) working days.

Step 2

Failing settlement at Step 1, the Union may advance a written grievance to the Human Resources Manager on behalf of the aggrieved employee within five (5) working days of the supervisor having rendered a decision at Step 1.

The Human Resources Manager shall coordinate a meeting that is mutually agreeable to the Corporation and the Union, where both parties would be provided an opportunity to present their argument.

The Human Resources Manager shall provide a written response within five (5) working days of receiving a grievance at Step 2.

Step 3

Failing settlement at Step 2, the Union may advance the grievance to the Corporation's Chief Administrative Officer (CAO) by providing to the Human Resources Manager written notice of its intention to do so, within five (5) working days of the Human Resources Manager having rendered a written response at Step 2.

The Human Resources Manager shall coordinate a meeting that is mutually agreeable to the Corporation and the Union, where both parties would be provided an opportunity to present their argument to the CAO.

The CAO shall provide a written response to the Union within twenty (20) working days of hearing a grievance at Step 3.

Step 4

Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided.

No matter may be submitted to arbitration if any steps of the grievance procedure have been omitted or improperly discharged.

If no written notification for arbitration is received by the Human Resources Manager within 30 days after the CAO has provided a written reply at Step 3, the grievance shall be deemed to have been abandoned.

10.02 Replies in Writing

Replies to grievances shall be in writing at all stages except Stage 1.

The Union and the Human Resources Manager (or designate) shall be copied on all written correspondence between the parties arising from Article 10 or incidental thereto.

10.03 Time Limits

All time limits as referred to herein shall be mandatory with the result of any failure to meet the time limits in filing, processing the grievance, or its referral to arbitration will cause the grievance to expire and be deemed to have been finally abandoned. Time limits shown in Articles 10 and 11 may be extended upon written agreement of the parties.

In regards to "working days", for the purposes of Article 10, time limits shall be computed by excluding Saturday, Sunday, and paid holidays.

Failure of the Employer to meet its time limits in responding to the grievance shall permit the aggrieved employee to take the grievance to the next succeeding step, provided that he presents the grievance at the next step within five (5) working days after the expiration of the said time limit.

Failure of the aggrieved employee or the Union to meet time limits in processing the grievance shall cause the grievance to expire.

10.04 Decisions Between Corporation and Grievance Committee

The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee comprised of up to three (3) Union members who shall be regular employees of the Corporation. The personnel of such Committee shall be communicated to the Human Resources Manager within one (1) calendar week of their date of appointment.

The Union shall have the right to have a CUPE National Representative at all steps of the grievance procedure.

The Corporation acknowledges the right of the Union's Unit Chair, or designate, to lead or assist in the investigation of any grievance.

All decisions arrived at by agreement between the Corporation and the Grievance Committee with respect to any grievance shall be in writing and shall be final and binding on the Corporation and on the Union.

10.05 Omission of Foreman Involved in a Grievance From the Grievance Committee

Any foreman directly involved in a grievance shall not act as a member of the Grievance Committee for that particular grievance.

10.06 Meetings between Grievance Committee and Corporation

Once a grievance has been filed by the Grievance Committee at Step 3, there shall be no direct communication between any union officer, including but not limited to any individual member of the Grievance Committee or any employee with a Superintendent, Division Manager, Official of the Corporation. Meetings between the Grievance Committee and the Corporation shall take place only at mutually agreed times and places. However, the Human Resources Manager may correspond with the Union Unit Chair or designate, for the purposes of gathering information and arranging meetings.

10.07 Policy Grievance

Policy grievances commence directly at Step 3 of the grievance procedure thus by-passing Steps 1 and 2. Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, the above grievance procedure shall apply. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

10.08 Grievance Forms

All grievance forms shall contain one (1) grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance; the employee(s) involved; the date on which the alleged grievance occurred; the clause(s) alleged to have been violated; and the relief sought.

10.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, representatives of the Employer shall not

enter into discussion or negotiation with respect to the grievance with the aggrieved employee, either directly or indirectly, without the consent of the Union. Violation of this article shall permit the grievance to be forwarded to the next step, subject to the time limits.

10.10 Employer Grievance

It is acknowledged that the Employer may bring forward at a meeting held with the Union any dispute with respect to the application of this Agreement which may affect the Employer, within ten (10) working days after the occurrence of the event giving rise to the complaint. If such complaint is not settled to the mutual satisfaction of the conferring parties, it may be treated as an employer grievance and reduced to writing, and the written grievance shall be sent to the Union, with a copy to the National Servicing Representative.

If such complaint is not settled to the satisfaction of the Employer, the Union shall reply in writing to the Employer within ten (10) working days after receipt of the employer grievance.

If the written reply has not settled the grievance to the satisfaction of the Employer, or if no written reply is received by the Employer within ten (10) working days after the receipt of the written grievance to Union, the Employer may, within ten (10) working days, refer the grievance to arbitration in accordance with Article 11 of this Agreement. Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE 11 - ARBITRATION

11.01 Go to Single Arbitration

In the event the parties are unable to reach a settlement of a grievance involving interpretation or application of any provision of the Collective Agreement under the provisions of the Grievance Procedure, the aggrieved party may within thirty (30) calendar days after receiving the CAO's written decision at Step 3, notify the other party of a desire to have the dispute arbitrated by a third party. Failure to provide such notification within such thirty (30) day period shall constitute a waiver by the aggrieved party to further consideration of the case and cause the grievance to expire and be deemed to have been finally abandoned.

11.02 Sole Arbitrator

Within fifteen (15) calendar days after referral to Arbitration the parties will attempt to select a sole Arbitrator to hear the matter and for that purpose will exchange nominations.

11.03 Board of Arbitration

Failing agreement between the parties on a sole arbitrator as per 11.02 above either party may refer the matter within seven (7) calendar days thereafter to a three person Board of Arbitration and shall at the same time inform the other party of the name of its nominee to the Board of Arbitration and the other side shall appoint its nominee to the Board within seven (7) calendar days of receiving the other party's nominee. The two nominees so selected shall within fifteen (15) calendar days of appointment of the second nominee appoint a third person who shall be the Chairperson. If the parties fail to appoint a Chairperson within the time

designated, either or both parties may request the Minister of Labour of Ontario to make the necessary appointment.

11.04 Role of Arbitrator or Arbitration Board

The Arbitrator or Arbitration Board, as the case may be, may only consider the issue(s) raised in the grievance form itself. The grievance form must give particulars of the circumstances and facts which it is alleged constitute a violation of the Collective Agreement. Any grievance which does not conform with the foregoing requirements may be returned to the grieving party who will have five (5) calendar days to amend the Grievance and resubmit it.

The Arbitrator or Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement nor shall he/she alter, add or amend any of its provisions. He/she shall, however, have the right to make a just and equitable award. The decision of the Arbitrator or of the Board of Arbitration, as the case may be, will be binding on the parties to this Agreement.

11.05 Arbitration Expenses

Each of the parties will bear the expenses of their respective nominees and one-half (1/2) of the expenses of the sole Arbitrator, or the Chair of the Board of Arbitration, as the case may be.

ARTICLE 12 - DISCHARGE CASES AND SUSPENSION

12.01 Discharge Procedure

An employee who has completed his/her probationary period, may be dismissed for just cause and upon the authority of the Corporation. The Manager or Superintendent may suspend an employee. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such dismissal. Just cause shall not include the refusal of an employee to cross the picket line of a legal strike.

12.02 May Omit Grievance Steps

An employee who has completed his/her probationary period, considered by the Union to be unjustly discharged or suspended, shall be entitled to a hearing under Article 10 - Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

12.03 Unjust Suspension or Discharge

Should it be found upon investigation or as a result of grievance procedure, that an employee who has completed his/her probationary period has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the decision of the parties or in the decision of the Board of Arbitration if the matter is referred to such a Board.

12.04 Access to Personnel Records

An employee, semi-annually, shall have the right to have access to his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to copies of any material contained in his/her personnel record on a semi-annual basis.

12.05 Record of Employee

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letter of reprimand or any adverse report.

ARTICLE 13 - HOURS OF WORK**13.01 Public Works and Parks Employees**

The hours of work for Public Works and Parks employees shall consist of forty (40) hours per week based on eight (8) hours per day, Monday to Friday. The workday shall commence at 7:30 a.m. and finish at 4:00 p.m. with one-half (1/2) hour off for lunch between 11:30 a.m. and 12:00 noon.

The starting time may be altered one (1) hour before or one (1) hour after the time specified above, providing twenty-four (24) hours advance notice is given, and upon approval of the Union. If the Union disapproves, notification shall be given to management within eight (8) hours.

Shift work when and if necessary, shall be on a voluntary basis. However, if a sufficient number of volunteers are not available, management shall reserve the right to delegate shifts across the following bulletined job classifications on a rotational basis:

- **Foreman**
- **Leadhand**
- **Truck Driver**
- **Labourer**

The cleaning of public washrooms is a seven (7) day operation and the scheduled shifts will not be considered overtime. These shifts will be offered to the regular seasonal employee prior to the students. It is agreed to pay stat pay on any stat day that falls within the schedule.

13.02 Clerical Employees

The hours of work for regular full-time clerical employees shall consist of thirty-five (35) hours per week based on seven (7) hours per day, five (5) days per week, Monday to Friday. The workday shall commence at 8:30 a.m. and finish at 4:30 p.m. with one (1) hour off for lunch.

The hours of work for Civic Centre staff for July and August will be from 8:00 a.m. to 4:00 p.m. with one (1) hour off for lunch. Public works clerical workday shall commence at 8:00 a.m. and finish at 4:00 p.m. with one (1) hour off for lunch.

13.03 Water Treatment Plant Employees

The hours of work for Water Treatment Plant operators will be Monday to Friday from 7:30 a.m. to 4:00 p.m. with a half hour unpaid lunch.

In addition, the three operators will have a rotating on-call schedule. For each week that an operator is on call, the operator will accumulate sixteen (16) hours of standby time, which is inclusive of the following:

1. Twelve (12) hours for weekly coverage (Tuesday to Tuesday),
2. Two (2) hours on Saturday morning and two (2) hours on Sunday morning for the Water Treatment Plant operator to go to the water treatment plant and water tower to perform water testing and plant inspection duties.

The sixteen (16) hours of standby time gained by weekly on-call duties will be taken off in the following manner:

1. Following an on-call week, the Water Treatment Plant operator will utilize eight (8) hours of standby time on the final workday of the regular workweek (Monday to Friday). This day is usually "Friday", however is subject to change due to paid holidays.
2. The operator will be allowed to accumulate the other eight (8) hours of standby time to a maximum limit of one hundred (100) hours.
3. Once at the maximum standby time, the Water Treatment Plant operator will be required not to go over this limit and will be required to utilize this standby time prior to the next on-call week.

When one of the ten (10) paid holidays as outlined in Article 21.01 occurs during an on-call week, the Water Treatment Plant operator will receive an additional eight (8) hours of standby time. All Water Treatment Plant operators will be paid a consistent forty (40) hours every pay period.

13.04 Memorial Sports Centre

The hours of work will vary depending on the season and whether the arenas are in full operations with programs. These two schedules will be referred to as Ice In and Ice Out schedules.

Ice In

The hours of work are based on a twelve (12) hour day rotating on a four (4) days on and four days (4) off schedule. They will rotate with two (2) day shifts followed by two (2) evening shifts.

- (a) Day shift will commence at six (6) am and end at six (6) pm

- (b) Evening shift will commence at six (6) pm and end at six (6) am

Employees shall be entitled to 2-20 minute rest periods and shall be taken at a place and time most convenient to the job, subject to the discretion of the Superintendent.

It is understood that the move to twelve hour shifts will not cause any overtime or increases in any benefits, vacation entitlement, sick time or any other clauses that is defined as a eight hour work day.

Ice Out

The hours of work are based on two (2) eight hour shifts Monday to Friday inclusive. This is subject to change as a result of special events in the facility.

- (a) Day shifts will commence at seven-thirty (7:30) am and end at four (4:00) pm with a thirty (30) minute unpaid lunch break
- (b) Evening shift will commence at two (2) pm and end at ten-thirty (10:30) pm with a thirty (30) minute unpaid lunch..

13.05 Public Works Mechanics

The mechanics will do the morning circle checks of the Public Works vehicles, on a rotating schedule, without creating any additional overtime. From approximately November 1st to March 30th annually, this rotating schedule will include the three (3) mechanics.

When a third mechanic returns to the Parks facility for summer operations the schedule will revert back to the two (2) mechanics.

	Monday	Tuesday	Wednesday	Thursday	Friday	
Week 1	10 hours	10 hours	10 hours	10 hours	Off	Pos. 1
	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 2
	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 3
Week 2	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 1
	10 hours	10 hours	10 hours	10 hours	Off	Pos. 2
	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 3
Week 3	8 hours	8 hours	8 hours	8 hours	10 hours*	Pos. 1
	8 hours	8 hours	8 hours	8 hours	8 hours	Pos. 2
	10 hours	10 hours	10 hours	10 hours	Off	Pos. 3

*Position will accumulate two (2) hours banked time.

The scheduled ten (10) hour days are at straight time rates. There will be no shift differential paid for any of these hours. This rotation will be on regular three (3) week rotation. Banked time is accumulated at straight time rates not time and one half (1½). Banked time will be used to make up a total of eighty (80) hours in a pay period. Banked time will not accumulate past eight (8) hours whereupon it will be used.

13.06 Children's Complex Employees

The hours of work for regular full-time employees shall consist of 37.5 hours per week based on an 8 hour day inclusive of ½ hour unpaid lunch, Monday to Friday for the Day Care Centre and Monday to Friday for the Best Start Hub. The work day for the Day Care Centre shall commence at 7:30 am and finish at 6:00 pm and for the Best Start Hub, the work day will commence at 7:30 am and finish at 6:00 pm with the exception of special occasion programming.

The staff shift schedule of the hours of work and location will be posted three (3) weeks in advance of the start of the schedule.

Failure to provide one (1) week notice of change to a posted shift schedule shall result in payment of overtime for the changed hours worked on the shift schedule. No overtime payment will be made if the employer and employee mutually agree to a change in the posted shift schedule.

In an emergency, the starting time may be altered three (3) hours before or three (3) hours after the time specified on the original posted shift schedule. Overtime rates will be paid for these three (3) hours.

13.07 Other Employees

The Corporation agrees to consult with the Union and set forth a work schedule for all employees not having regular hours, but in no case shall the hours of work equal more than forty (40) hours per week.

Regular part-time employees shall be entitled to all conditions covered by this Agreement on a pro-rated basis unless this Agreement expressly provides otherwise.

13.08 Rest Periods

Employees shall be entitled to two (2) rest periods daily, limited to fifteen (15) minutes each and shall be taken at a place and time most convenient to the job and employment, subject to the discretion of the Manager or Superintendent in charge.

13.09 December 24th and December 31st

The hours of work on December 24th and December 31st shall be 8:30 a.m. to 12:00 noon for Clerical employees; 7:30 a.m. to 11:30 a.m. for Public Works and Parks Employees; and 7:30 a.m. to 12:00 noon for the Children's Complex subject to work in progress. Provided where December 24th and December 31st do not fall on a working day, the hours of work as hereinbefore set out shall apply to the last working day before said dates.

ARTICLE 14 - OVERTIME**14.01 Overtime Defined**

For regular full-time employees, all time worked before or after the regular workday shall be deemed to be overtime. Overtime shall be on a voluntary basis except where, in the opinion of Management, emergency circumstances occur.

For all employees other than regular full-time employees, all time worked in excess of eight (8) hours per day (or in excess of seven (7) hours per day for clerical or seven and a half hours (7½) per day for Day Care staff) or forty (40) hours per week (or in excess of thirty-five (35) hours per week for clerical or thirty seven and a half (37½) hours per week for Day Care staff) shall be deemed to be overtime. Overtime shall be on a voluntary basis except where, in the opinion of management, emergency circumstances occur.

14.02 Sharing of Overtime

Overtime shall be shared as fairly as possible among the employees who are willing and qualified to perform the work available. The Corporation shall supply the Union with a bi-weekly list of the number of hours of overtime worked by each employee.

14.03 Rate of Overtime

Overtime shall be paid at the rate of time and one-half for the first eight (8) hours of overtime and double time thereafter. There will be no pyramiding of overtime or other premiums under this Agreement.

All overtime worked over and above the regular work schedule as defined in Article 13 will be considered overtime. Overtime shall be paid at the rate of time and one half (1.5) for the first eight (8) hours and double time (2.0) thereafter.

Any employee who is required to work on a holiday (the actual stipulated day) shall be paid at the rate of double time his/her standard rate of pay for every hour worked in addition to his/her regular holiday pay.

14.04 Overtime Meal Allowance

Employees (excluding Children's Complex staff) required to work two (2) hours overtime immediately before or after any regular shift, as described in Article 13, shall be issued, through the payroll process, a twelve dollar (\$12.00) meal allowance and one additional twelve dollar (\$12.00) meal allowance for each subsequent four (4) hours.

It is recognized that the first four (4) hours of work performed on scheduled days off will be issued through the payroll process a twelve dollar (\$12) meal allowance and one additional meal allowance for each subsequent four (4) hours.

14.05 Minimum Call-back Time

When an employee is called back to report for overtime work, he/she shall be guaranteed a minimum payment of four (4) hours at the regular rate applicable, as per Schedule "A" or "B", or the actual time worked at the appropriate premium rate, whichever is the greater except when a call-in succeeds another call-in within two (2) hours of completion of an earlier call-in, in which case time worked shall be considered as continuous from the beginning of work on the earliest call-in. Employees shall be required to perform only such work as emergency conditions require or otherwise demand.

14.06 Time Off in Lieu of Overtime

An employee receiving overtime pay as per Clause 14.03 above shall have the option of

receiving payment or taking time off in the calendar year that it was accrued in the following manner:

- a) Payment; or
- b) Time off in lieu of at time mutually agreed to; or
- c) Fifty percent (50%) of overtime taken as time off in lieu and the remaining overtime taken as payment;
- d) Maximum lieu-time off that may be accrued in one (1) calendar year shall not exceed eighty (80) hours except for overtime hours (in excess of eighty (80) hours) earned in December, which will not be used as lieu time in December but will be carried over into the following calendar year.
- e) This clause shall not apply to summer students;
- f) Arena Attendants will accrue overtime from September 1st to August 31st. The maximum lieu time that may accrue from September 1st to August 31st shall not exceed eighty (80) hours.

14.07 Interim Employees – Children’s Complex

An interim employee at the Children’s Complex who is called in to work will receive a minimum of two (2) hours pay for each call in.

ARTICLE 15 - SHIFT WORK

15.01 Shift Differential

All employees required to work on a regular shift of prevailing hours of work other than the normal hours of work referred to in Article 13 shall be paid an additional fifty cents (\$.50) per hour of work performed. This shift premium shall not apply to work performed on an overtime basis.

ARTICLE 16 - SENIORITY

16.01 Vacancies

The Corporation recognizes the responsibility to an employee who has a long service record. In filling vacancies of the applicants who are considered capable of meeting the requirements of this position, the senior qualified employee shall be selected. Seniority shall operate on a Departmental basis. The Departments shall be 1) Parks, 2) Public Works / Civic Centre, 3) Memorial Sports Centre , 4) Children’s Complex.

Regular Full-time, Regular Part-time and Seasonal Employees shall be given preference over Interim Replacement Employees, regardless of department.

16.02 Seniority List

The Corporation shall maintain departmental seniority lists for the bargaining unit departments listed in Article 16.01. Each seniority list shall state:

- The employee's position as of last published seniority list
- The date upon which the employee's service commenced in that department
- The employee's accrued seniority as of the effective date of print

Where two or more employees share the same effective date of hire in a department, the order of seniority shall be in accordance with the date and time that their application was received, as indicated by their signed entry in the Master Bulletin System Book.

In April 1st and October 1st of each year, updated seniority lists shall be provided to the Union for review prior to being posted to the bulletin boards.

The Employer will provide an up to date list of the interim hours worked to the Union after each pay period.

16.03 Probation Period

Newly hired regular full-time and seasonal employees shall be considered on probation for a period of three (3) months from date of hire. Newly hired regular full-time employees at the Children's Complex shall be considered on probation for a period of eighteen (18) weeks from date of last hire.

Newly hired regular part-time clerical employees shall be considered on probation for a period of four hundred and fifty-five (455) hours service from the date of last hire (Public Works, Parks, Memorial Sports Centre, and Children's Complex Employees - five hundred and twenty (520) hours).

During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of hire.

16.04 Loss of Seniority

An employee shall lose his/her seniority standing for any of the following reasons:

- a) If the employee should voluntarily quit the employment of the Corporation;
- b) Dismissal for just cause which is not reversed by the Grievance Procedure;
- c) If the employee has been laid off and fails to return to work within ten (10) days after he/she has been mailed notification in writing by the Corporation.
- d) If an employee has been laid off for a period of more than eighteen (18) consecutive months;
- e) Employees, when called for military service or working at producing war materials, shall be reinstated without loss of seniority;
- f) An employee is absent from work for three consecutive days unless such absence was for a reason beyond the employee's control; or is absent from work without notifying the Corporation, unless such notice was not reasonably possible;

- g) An employee is absent from work for a period of more than 40 consecutive months while on WSIB benefits or Weekly Indemnity / Long-Term Disability Benefits (unless the Corporation and the Union agree on a shorter period).

16.05 Job Security

Should the Corporation decide to contract out any work now performed by employees coming within the bargaining unit, no such employee with at least five (5) years of permanent service with the Corporation, will be laid off or have his/her employment terminated by reason thereof.

However, the Corporation shall first notify the Union by letter of its intention to contract out such work and the Union may file written representations at a meeting with Council within fifteen (15) days from the date of mailing of the Corporation's letter to the Union.

ARTICLE 17 - PROMOTIONS AND STAFF CHANGES

17.01 Job Postings

Where a vacancy occurs within the bargaining unit, or a new bargaining unit position is created, the Corporation shall communicate notice of the vacant position for a minimum of five (5) working days, during which time bargaining unit employees shall have equal access to job postings and the exclusive opportunity to apply for said positions from within. These notices shall be posted on the bulletin boards at:

- Civic Centre
- Public Works
- Water Treatment Plant
- Parks and Cemeteries
- Arena Attendant Office
- Children's Complex

Such notices shall contain the position title, department, wage rate, instructions, and contact information for the applicable supervisor; and shall be appended with a current job description which lists the required qualifications (including education and experience).

To be considered for such vacancies, applicants must sign and date the Master Bulletin System book at the Civic Centre Reception desk at the same time as submitting a written application form. An application form for internally posted bargaining unit positions does not need to be accompanied by a current resume, a cover letter, or references.

17.02 Role of Seniority

In all cases of vacancies, either through voluntary termination or discharge, or for promotion, both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfers, or promotions, appointments shall be made of the applicant senior in service within the department and having the required qualifications. (Qualifications shall include but not be limited to demonstrated knowledge, experience, education, ability, skill, past performance).

If a posting originated in the Public Works / Civic Centre department, consideration will be

given first to Public Works / Civic Centre and then to Parks and then to the other two departments (Memorial Sports Centre and Children's Complex). If the posting originated in the Parks department, consideration will be given first to Parks and then to Public Works / Civic Centre and then to the other two departments (Memorial Sports Centre and Children's Complex). If the posting originated in the Memorial Sports Centre or Children's Complex, consideration will be given first to Memorial Sports Centre or Children's Complex and then to all other departments.

If no one within the department has the required qualifications, then appointment shall be made of the applicant senior in service in the other departments, having the required qualifications. The successful applicant will be placed on trial for a period not to exceed ninety (90) days. If the applicant proves unsatisfactory in the position, or if the employee is not prepared to carry out the duties of the new job classification, he/she will be returned to his/her former position without loss of seniority and any other employee promoted or transferred because of the re-arrangement of position, shall be returned to his/her former position without loss of seniority.

If the applicant does not wish to accept the position, or the applicant is unsuccessful, either party shall be advised at least five (5) working days before the expiration of the trial period.

It is understood that Permanent and Seasonal employees will be given first priority for filling vacancies before Interim employees are considered.

17.03 Temporary Vacancies

When a temporary vacancy occurs of an expected duration not exceeding six (6) months and the Corporation decides to fill such temporary vacancy, preference will be given according to seniority within the department first and then according to seniority within the other departments provided the senior employee has the required skills / ability, and qualifications for such temporary position.

When a temporary job vacancy which is expected to exceed six (6) months duration occurs in other than the lowest classification in a Department because of the absence of the regular employee due to sickness, compensable accident or authorized leave of absence, such vacancy will be posted in accordance with clause 17.01.

Applications will be considered in accordance with clause 17.02 before the vacancy is filled. Upon the return to work of the regular employee, the employee who was selected to fill the temporary vacancy will return to his/her former regular job and rate.

17.04 No Outside Advertising

The Corporation shall not initiate any recruitment activity outside of the bargaining unit for such positions until the job postings requirement of Article 17 have been fulfilled.

17.05 Job Training

The Corporation will make reasonable effort to inaugurate and maintain a system of "on-the-job" training so that every employee may have the opportunity of receiving training and qualifying for promotion in the event of a vacancy arising, to the position next senior to his/her own. Accordingly, senior employees may be allowed regular opportunities to learn the work of such positions during the regular working hours by arranging with interested employees to

exchange positions for temporary periods, without affecting the rate of the employees concerned, providing arrangements have been approved by the Superintendent or Manager.

Optional training, outside of regular working hours, at the discretion of the Supervisor is encouraged. The Corporation will pay registration fees and expenses as per the Travel Policy. However, wages will not be paid for this time.

The Corporation agrees to make a reasonable good faith effort to facilitate and enable employees to take and attend 'ticketed training courses as it relates to the Attendant with Ticket Classification in the wage schedule.

Employees taking such courses agree to make a reasonable and good faith effort to pass these courses.

17.06 Vacating Bulletined Classification After Probationary Period

If an employee wishes to voluntarily vacate a bulletined classification after having completed the probationary period, he/she shall so notify the Corporation, in writing, giving sixty (60) calendar days notice. Such employee shall retain his/her seniority but shall revert back to the highest open classification available, at the applicable rate of pay for such classification, without displacing any employee in an existing classification.

17.07 Successful Applicant Postings

Within seven (7) working days of the date of appointment to a vacant position the name of the successful applicant shall be posted on the bulletin boards at the Civic Centre, Public Works, Parks and Cemeteries, the Water Treatment Plant, the Arena Attendant Office, and at the Children's Complex. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment on a monthly basis on or about the 7th day of each month.

17.08 Preference for Seasonal Employees

The Corporation agrees that if a seasonal employee applies for a permanent position, the seasonal employee who in the opinion of the Corporation has the required qualifications including but not limited to demonstrated knowledge, experience, education, ability, skill and past performance shall be given preference over outside applicants.

17.09 Preference for Interim Replacement Employees

The Corporation agrees that if an Interim Replacement Employee applies for a permanent position, the Interim Replacement Employee who in the opinion of the Corporation has the required qualifications including but not limited to demonstrated knowledge, experience, education, ability, skill, and past performance shall be given preference over outside applicants.

ARTICLE 18 - LAYOFFS AND RECALLS

18.01 Layoffs

Both parties recognize that job security should increase in proportion to length of service.

Therefore in the event of a lay off within a department, employees in the department will be laid off in the reverse order of their seniority provided the senior employee in the department has the qualifications and ability to perform the requirements of the job. Employees shall be recalled within their own department in order of their seniority provided the senior employee has the qualifications and ability to perform the requirements of the job.

No new employees will be hired until those laid off, who have the necessary qualifications to perform the work, have been given a Notice of Recall by registered mail to their last known address and have failed within ten (10) days of the mailing of such Notice of Recall to advise the Corporation that they are willing and available to return to work.

No employees from one department will be used to perform duties in the other department where it will cause a layoff of a regular employee or delay the seasonal recall or shorten the work period of seasonal employees.

18.02 Notice of Lay-off

The Corporation agrees to notify the Union as soon as possible of its intention to lay off any regular full-time and regular part-time employees and shall meet with the Union to discuss the layoffs.

The Corporation shall notify employees who are to be laid off in the following manner:

- a) notice for layoffs, for regular full time and regular part-time employees, greater than thirteen (13) weeks shall be in accordance with the Employment Standards Act and any amendments thereto.
- b) notice for planned layoffs, for regular full-time, regular part-time and seasonal employees greater than three (3) weeks but less than thirteen (13) weeks shall be no less than two (2) weeks prior to the layoff.
- c) notice of end of season lay off for seasonal employees shall be no less than five (5) days prior to the lay off and such notice shall be posted on the applicable bulletin boards.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 Cumulative Sick Leave

a) Regular Full-time Employees

A regular full time employee shall accumulate cumulative sick leave benefits at the rate of one half (1/2) day per month of work to an absolute maximum limit of six (6) days and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of six (6) days.

Sick time shall be accumulated only while an employee is actually at work.

Sick leave days may be used by regular full time employees participating in the WI/LTD plan to offset the waiting period(s) under such insured plans.

Sick leave days may only be used when an employee is unable to attend work due to sickness or injury. Any unused sick leave days have no other use or value whatsoever and shall therefore terminate on the retirement, resignation, termination or death of the employee.

An employee may request a copy of their sick leave accumulation from either their supervisor or the Human Resources Manager.

b) Regular Part-time Employees

A regular part-time employee shall accumulate cumulative sick leave benefits at the rate of one-half ($\frac{1}{2}$) day per month and shall be permitted to carry the unused portion of sick leave year to year to a maximum limit of twenty (20) days.

A regular part-time employee who is hired in a full-time position will be able to transfer their sick leave credits to a maximum limit of six (6) days.

c) Seasonal Employees

A seasonal employee shall accumulate cumulative sick leave benefits at the rate of one $\frac{1}{2}$ day per month of work during his/her seasonal employment and shall be permitted to carry the unused portion of sick leave from year to year to an absolute limit of nine (9) weeks (45 days).

Sick leave days may be used by seasonal employees when an employee is unable to attend work due to sickness or injury and shall be paid at the rate of one hundred per cent (100%) of actual wages for first three days of illness or injury and seventy per cent (70%) of actual wage on the fourth and subsequent days off work. Sick leave payment will continue until end of work season only.

A seasonal employee who is hired in a full-time position will be able to transfer their sick leave credits to a maximum limit of six (6) days.

19.02 Proof of Illness

A medical certificate will not be required for the first three (3) days of absence related to any one illness, unless requested by the Superintendent or Division Manager; in which case the employee shall provide such certificate or shall forfeit any sick leave benefits.

In any event, a certificate from a duly qualified medical practitioner shall be required after three (3) consecutive days of absence due to any one illness. The cost for such medical certificate will be reimbursed by the Employer.

19.03 Employees to Notify Corporation

In case any employee is unavoidably kept from work due to illness, he/she will not be discriminated against.

Any employee absent from work due to illness must advise his/her immediate Superintendent or Division Manager, prior to the commencement of their scheduled shift.

At the Children's Complex, any employee detained from work on account of illness must,

prior to normal commencement time of work (the opening shift and school age teacher shift must be one (1) hour prior to opening, for the second shift, it must be no later than 7:00 am and for all other shifts prior to 7:30 am) advise a Supervisor.

19.04 New Employees

New employees shall not be entitled to any sick leave until after having completed three (3) months of continuous employment. Sick leave credits shall be retroactive to the first day of employment.

19.05 Communicable Diseases

If an employee at the Children's Complex (including interim replacement employees) are sent home due to contracting children's communicable diseases ie) pink eye, lice, impetigo, measles, chicken pox, during working hours, they will be paid for the balance of the shift.

19.06 Weekly Indemnity Insurance/Long Term Disability Insurance Coverage

The Corporation shall contribute one hundred per cent (100%) of the insurance premiums towards a short term disability insurance plan and a long term disability insurance plan on behalf of regular full-time employees subject to the terms and conditions of such insured plans which contains the following:

- a) Weekly Indemnity Insurance Coverage of: 1st day hospital; 1st day accident; 4th working day of sickness; 70% weekly earnings - maximum of \$800.00; 17 week duration of 120 days; and
- b) Long Term Disability Insurance Coverage of: starts 121st day; 70% earnings-maximum \$2,500 monthly; 2 year own occupation; primary C.P.P. carve out only - payable to age 65 or earlier recovery.

The Corporation reserves the right to change the carrier of such disability plans provided that the level of insured benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.

If a weekly indemnity insurance claim is disputed, under investigation or otherwise delayed by more than fourteen (14) days an employee may elect to receive monies from the Corporation, not to exceed the insurable amount that the employee would be entitled to under the weekly indemnity plan. The employee must sign a waiver promising reimbursement to the Corporation once the dispute or investigation is concluded or monies received.

Eligibility is at the discretion of the insurer, and therefore, issues involving determination of eligibility shall not be subject of the grievance procedure. It is also acknowledged that the payment of such benefits during a dispute with the insurer is not deemed to be an acknowledgement of entitlement or eligibility.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Medical and Hospital Insurance

The Corporation shall contribute one hundred per cent (100%) of the insurance premiums

towards the following plans subject to the terms and conditions of such insured plans.

- a) Basic Liberty Health Dental Plan No. 9 plus Riders 1 and 3.
 - (i) Current Year ODA Schedule
 - (ii) Dental recalls shall be every nine (9) months.
- b) Liberty Health Extended Health Care Plan (10-20 Plan including generic drugs).
 - (i) Generic drugs if available
 - (ii) Fertility drugs shall not be covered.
 - iii) Vision Care of three hundred dollars (\$300.00) plus one (1) eye exam every twenty-four (24) months per employee and dependent. One hundred and fifty dollars (\$150.00) every twelve (12) months under age eighteen (18).

The above provisions in 20.01 apply to regular full-time employees and to regular part-time employees on a pro-rated basis and also to seasonal employees, but only for those month(s) a seasonal employee works in his/her first year of employment as a seasonal employee and also for those months the seasonal employee works in any subsequent year(s) immediately following the previous year of seasonal employment. Benefits shown in Clause 20.01 above shall be available to dependants up to age twenty-five (25) if attending a post secondary institution.

The Corporation's obligation to contribute premiums to the insured plans in 20.01 and to the Group Life and AD&D Insurance Plan in 20.03 ceases when the employee:

- a) is absent due to sickness for a period of six (6) months following expiration of sick leave benefits (where applicable);
- b) is on unpaid absence from work exceeding thirty (30) days and/or leave of absence without pay exceeding thirty (30) days subject to the terms and conditions of such plans.

20.02 Workplace Safety and Insurance Board

It is agreed that all benefits be continued while the employee is absent from work and receiving Workplace Safety and Insurance Act disability payments for a period not exceeding twenty-four (24) months.

20.03 Group Life Insurance

The Corporation agrees to contribute for regular full-time employees and regular part-time employees on a pro-rated basis one hundred percent (100%) of the insurance premium towards a Life Insurance and AD & D Insurance Plan for life insurance coverage of \$80,000.00 and spouse \$5,000.00 and each child \$2,500.00 (14 days to age 21) (25 if in University or College). Optional additional coverage if available at employee cost.

20.04 Change of Carrier

The Corporation reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of change of carriers will be communicated to the Union prior to change. In the event an employee encounters a coverage problem due to a carrier change they shall immediately contact the Corporation or agent of record, for immediate investigation and appropriate resolution.

20.05 Employee Assistance Program (E.A.P.)

The parties believe that the health and well being of all employees is vital to the success of the organization and also recognizes that a duty to accommodate and an obligation to cooperate exists on both the part of the Employer, the employee and the Union. This cooperation may exist in the form of self-referrals and assisted referrals. Therefore, the Employer will work closely with the Union and any employee in providing an Employee Assistance Program (EAP). It is understood that the plan will be provided through Riverside Community Counselling Services in its current form.

The Employer further agrees to provide all employees with a copy of the Employee Assistance Program and how they can access the services of the plan.

The Employer and Union agree that all referrals and usage of the Plan's services will be confidential and that the parties will only learn how many employees used the services, not which services were used by whom.

The Employer agrees that an employee who requires time away from work to access this program can use sick time, if available.

ARTICLE 21 - HOLIDAYS**21.01 Paid Holidays**

All regular full-time employees shall have the following holidays off with pay at regular rate of pay:

- | | |
|---|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Christmas Day |
| 4. Canada Day | 9. Boxing Day |
| 5. Civic Holiday | 10. Remembrance Day |
| 11. Family Day | |
| 12. Two (2) floating holidays (for new employees only, the floating holidays will be prorated at date of hire. The employee will then receive two (2) floating holidays the following January). | |
| 13. Any day proclaimed by the Federal Government as a National Holiday. | |

21.02 Absence Without Permission

An employee shall not be entitled to be paid for any of the above holidays if he/she is absent

without permission in the scheduled working day immediately preceding and/or succeeding the holiday. When an employee is off on sick leave he/she will receive statutory holiday pay with no reduction of sick leave credits. There will be no pyramiding while off on WI/LTD/WSIB.

21.03 Seasonal Employee Paid Holidays

A seasonal employee shall, if he/she meets the condition set out in Clause 21.02, be entitled to any holiday(s) which occurs during the period of his/her seasonal employment and after (4) months of seasonal employment have entitlement of up to 2 floating holidays, calculated on a pro-rata basis.

21.04 Holidays Falling on Saturday or Sunday

If any paid statutory holiday falls on a Saturday or Sunday, the following Monday and/or Tuesday shall be the day granted in lieu of the statutory holiday.

21.05 Holidays falling during Leave of Absence

An employee shall not be entitled to be paid for any of the above holidays or receive an extra day off in lieu thereof while on leave of absence.

ARTICLE 22 - VACATIONS

22.01 Length of Vacations

a) Vacations with pay for regular full-time employees employed shall be as follows:

January 1 st after 1 year of service, but less than 3 years of service	2 weeks
After 3 years, but less than 10 years of service	3 weeks
After 10 years, but less than 17 years of service	4 weeks
After 17 years, but less than 24 years of service	5 weeks
After 24 years of service	6 weeks plus 1 day
After 25 years of service	6 weeks plus 2 days
After 26 years of service	6 weeks plus 3 days
After 27 years of service	6 weeks plus 4 days
After 28 years of service	7 weeks

b) When an employee is absent from work on any leave of absence without pay or any unpaid absence (excluding pregnancy and parental leave as defined under Section 35 and 38 of the Employment Standards Act) in excess of ninety (90) working days, the employee's vacation and vacation pay will be pro-rated in accordance with the amount of such absence in excess of ninety (90) working days.

c) Part-time employees will receive pro-rated vacation time.

d) Effective July 20, 2010, with the exception of Interim employees, vacation entitlement shall be calculated from the employee's original date of hire (part-time or seasonal) on a pro-rated basis for the time prior to becoming a regular full-time employee.

Effective in the 2011 vacation year, full-time employees hired prior to ratification will be granted a maximum of five (5) years service credited towards vacation entitlement.

22.02 Temporary and Seasonal Employees

Temporary and seasonal employees shall receive four per cent (4%) of the total wages earned by the employees during the year as vacation pay. After five (5) years of service temporary and seasonal employees shall receive six percent (6%) of the total wages earned by the employees during the year as vacation pay.

22.03 Holidays falling within Vacation Period

If a declared holiday, as stated in Article 21.01, falls or is observed during an employee's vacation period, he/she shall be granted an additional day vacation for each such holiday, at a time mutually agreeable.

22.04 Vacation Schedules

- a) Vacations shall be scheduled in accordance with seniority on requests made prior to April 1st in any year. Vacation schedules shall be posted on the bulletin board no later than April 15th.
- b) After April 1st vacations shall be granted on a "first come first served" basis upon written request. Such individual vacation requests that are granted will be posted on the bulletin board within fourteen (14) days after such request was submitted to the Superintendent. The employees will be notified within fourteen (14) days if the request is denied. Non-emergency requested leaves of absence will not be approved until the vacation schedule is finalized.
- c) Approved vacations shall not be changed without the consent of the employee.
- d) Vacations will be scheduled in one (1) week blocks. Up to two (2) weeks of any vacation entitlement in excess of two (2) weeks, may be taken as individual days.
- e) Vacation time earned up to December 31st of the first year of employment shall be pro-rated and vacation pay shall be four per cent (4%) of total wages earned up to December 31st in such first year of employment. Such pro-rated vacation time earned shall be taken between January 1st and December 31st of the calendar year immediately following the calendar year of hire.
- f) Thereafter, vacations shall be earned on a calendar year basis and must be taken between January 1st and December 31st of the following calendar year.
- g) Any employee who completes his/her third (3rd), tenth (10th), seventeenth (17th) or twenty-fourth (24th) years of service during the calendar year shall become eligible for one (1) additional week of vacation to be taken during that calendar year.
- h) In the event an employee becomes ill or injured during his/her vacation period and is hospitalized as a result of such illness or injury and presents to the Corporation confirmation of such hospitalization satisfactory to the Corporation, Article 19.04 will apply, in which case the period of hospitalization will be re-scheduled as a vacation period at a later date mutually agreeable to the Corporation and the employee.

- i) Where a relative designated as immediate family under Article 23.02 dies during an employee's vacation period, Article 23.02 shall apply and the period of vacation so displaced shall, at the discretion of the supervisor, be added to the end of the said vacation period or deferred to a later mutually agreeable time.
- j) Any employee at the Children's Complex who is receiving in excess of three (3) weeks' vacation is entitled to receive one (1) additional week vacation in periods of one (1) or more full days at a time mutually agreed upon.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Time off for Voting

Employees shall, on election days, be allowed time off for voting in accordance with the Civic, Ontario and Dominion Acts, and no deductions shall be made from their pay on that account. The time for voting shall be arranged between the Superintendent or Division Manager and the employees. Employees at the Children's Complex requiring the time off for voting must request the time off two days in advance so interim employees can be called in to replace the employee to maintain child/staff ratios.

23.02 Bereavement Leave

All employees will be allowed five (5) days off with pay in the event of bereavement in his/her immediate family resulting in the loss of a husband, wife, common-law spouse, father, mother, step-father, step-mother, sister, brother, son, daughter, or step-children, common law children.

All employees will be allowed three (3) days off with pay in the event of bereavement in his/her family resulting in the loss of a grandparent, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouses grandparents, common law in-laws, common-law grandparents and ex-spouse for care of children under 13 years of age.

An employee who attends the funeral of such deceased person will be allowed an additional two (2) days for travel time, if the funeral takes place at a location in excess of 200 kilometres from Fort Frances.

One day off with pay shall be granted to an employee who is an active or honorary pallbearer.

23.03 Leave of Absence - General

- a) Reasonable leave of absence, without pay, at the discretion of the Corporation, may be granted any employee. An employee taking employment for wages or salaries during his/her leave of absence will forfeit his/her standing on the seniority list, unless permission has been given the employee on mutual agreement between the employee, the Corporation and the Union.
- b) Any service however, on behalf of his/her fellow employees, shall not be considered as covered by the word 'employment' as used herein, and upon his/her return to the service, such employee shall be entitled to his or her former position on the seniority list.

- c) Employees requesting leave of absence on Union business are to be given preference.
- d) It is understood that at no time leave of absence will be granted for a period exceeding thirty (30) days except in the case of extenuating circumstances. Leave of absence exceeding thirty (30) days will be at the discretion of the Chief Administrative Officer. No request for such leave will be unreasonably withheld. Non emergency leave of absence will not be granted until the vacation schedule is finalized.
- e) At the Children's Complex, It is understood that no leave of absence will be granted or continued if their resulting in child/staff ratio is such, so as to force reduced enrolment or programs.

23.04 Paid Jury or Court Witness Duty

The Corporation shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror. The Corporation shall pay such an employee the difference between his/her regular earnings and the payment he/she receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve on behalf of the Town in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

23.05 Leave for Management Position

The Employer and the Union hereby agree that any employee selected for a management position will be granted a leave or leaves of absence totalling no more than six (6) months in any one (1) calendar year with full return rights to the bargaining unit. The employee shall not lose seniority or benefit rights but shall not accumulate seniority during the period the employee is on leave. It is agreed said employee will be required to pay his/her union dues for this period of time.

23.06 Pregnancy / Parental / Adoption Leave of Absence

Leave under this Article will be as per Employment Standards Act.

23.07 Compassionate Leave

Up to three (3) days per calendar year may be granted by the Corporation to any employee to attend to the illness or injury of an immediate family member. Immediate family member includes spouse, son, daughter, mother and father. Calculations shall be done on an hourly basis and deductions shall be made from the accumulated sick leave credits.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Rates of Pay

The rates of pay for each position within the Corporation covered by this Collective Agreement shall be as set out in the attached wage schedules.

24.02 Pay Days

All employees shall be paid every second Friday, twenty-six (26) pay periods per year.

24.03 Payroll Deposit

All employees payroll cheques shall be directly deposited into their bank accounts.

24.04 Temporary Changes in Position

All employees, other than office employees, shall be required to undergo an initial qualifying period of fifteen (15) days upon taking over the duties of a higher paid position and shall then receive the increased pay allowance.

Office employees, upon taking over the duties of a higher paid position, must perform such duties for a minimum period of ten (10) days and shall then receive the increased pay allowance.

Previous days worked at the higher paid position will be applied towards the qualifying period.

24.05 Bonus Upon Retirement

This clause only applies to regular full time employees:

Years of Service:

10 - 14	\$1,000
15 - 19	\$1,500
20 - 24	\$2,000
25 - 29	\$2,500
30 - 34	\$3,000
Over 35	\$3,500

24.06 Excessive Deterioration of Clothing

The Corporation will make available suitable coveralls to protect clothing, also rain suits, mitts, gloves, rubber boots, hard hats and liners, steel toe insulated rubber boots and insulated coveralls. Uniforms will be provided for Arena Attendants. The above articles to be issued at the discretion of the Superintendent or Division Manager.

Each employee of the Children's Complex required to work outside will be provided with a raincoat.

24.07 Safety Footwear Allowance

Union members who are required to wear safety footwear on the job shall receive one hundred and eighty dollars (\$180.00) for regular full-time employees and one hundred and twenty dollars (\$120.00) for seasonal and part-time employees per year for safety footwear providing paid invoices are presented for payment to the Town.

24.08 Tool Allowance

Mechanics and Tradesperson(s) shall receive three hundred dollars (\$300.00) for tool allowance per year providing tools are for employment and receipts are submitted. No Employee shall be provided with a tool allowance if they have submitted notice of retirement, or resignation, or have received notice of termination.

24.09 Mileage Allowance

The Meter-Reader shall be provided with a Town of Fort Frances vehicle for his/her work related use.

24.10 Safety Glasses

The Corporation will pay for prescription safety glasses for employees who are required to wear them on the job, up to a maximum of \$400.00 per 24 month period.

24.11 Professional Fees

- a) Where legislation or the employer requires membership to professional associations, the Corporation agrees to pay 100% of the associated fees.
- b) All costs of Criminal background checks required by the employer shall be paid for by the employer.

ARTICLE 25 - HEALTH AND SAFETY**25.01 Accident Prevention**

The Corporation shall observe all reasonable precautions and provide all safety devices on appliances that may reasonably be required for ample protection of workers. All employees are required to co-operate with the Corporation and to follow the Corporation's Health and Safety Policy and achieve the prevention of accidents and will, from time to time, as occasion requires, make such representations to the Council as may be considered necessary to prevent any accidents.

25.02 All Accidents to be Reported

Employees shall immediately report all accidents to their Superintendent or Manager. Employees who are involved in an accident which may be the subject of a Workplace Safety and Insurance Board claim shall immediately report to the Superintendent or Manager and the Human Resources Manager.

ARTICLE 26 - VEHICLES DRIVERS-TESTS**26.01 Vehicles Drivers-Tests**

Under Government regulation, each vehicle operator and driver must be re-tested for a classified license to operate a vehicle. Should any vehicle operator or driver fail to pass the test for the type of vehicle normally operated, such operator or driver shall not remain in that

position without the proper classified license but shall drop back to the next lower position or classification for which they are qualified and for which a proper classification of operator's license can be obtained by such operator or driver.

ARTICLE 27 – GENERAL

27.01 Deportment

It is agreed that persons in authority when addressing employees, shall refrain from using abusive or obscene language, and no employee shall use abusive or obscene language to authorized personnel having supervisory authority. Employees shall, during working hours, be courteous to the public. Employees shall not, during working hours, discuss policy or give opinions relative to the work in progress that may be prejudicial to the good and order of the Town.

27.02 Apprenticeship Program

1.
 - a) An applicant must be at least eighteen years old;
 - b) An applicant must have a secondary school diploma (Grade XII) or equivalent;
 - c) Preference will be given to present employees who qualify;
 - d) Prior to commencing the trade apprenticeship, the successful applicant will be thoroughly familiarized as to terms of apprenticeship; he will then be required to sign on to the apprenticeship training program.
2. The technical training of an Apprentice shall be provided through attendance at Government Trade Schools. The number of hours of technical training shall be determined by the Apprenticeship and Tradesmen Qualifications Act 1964.
3. The Corporation shall provide appropriate correspondence courses for the trade. The Apprentice shall bear the cost of such courses but will be completely reimbursed when such courses are successfully completed.
4. An Apprentice will be allowed four consecutive hours per week at straight-time pay to study during his normal workweek.
5. The Corporation will pay for books and materials for each Apprentice attending Trade School. The Apprentice will be paid forty (40) times his regular hourly rate for each week he attends Trade School, plus an allowance of \$50.00 per week. The Corporation agrees to further discussions on apprenticeship allowance while at school away from home following date of ratification of the Memorandum of Agreement.
6. Tools are essential for Tradesmen. Each Apprentice shall provide himself with a proper set of tools, according to his Trade, by the end of his apprenticeship.

7. An Apprentice will rotate through the various trades prior to and between each session at trade school.
8. When a labourer is selected as an Apprentice and has an hourly rate in excess of the apprenticeship rate, the newly selected Apprentice shall stay at the higher rate until the apprenticeship rate catches up.
9. When a special job comes up, an Apprentice or, where practical, Apprentices in the trade concerned, will be given an opportunity to work on the job.
10. The Corporation will supply a signed Certificate of Apprenticeship upon successful completion of the apprenticeship.
11. The parties to this Agreement recognize the Apprenticeship and Tradesmen Qualifications Act 1964, as it applies to employees covered by this Labour Agreement.
12. Apprentices shall receive wages as follows:

1st Year	- 75% Mechanic's Rate
2nd Year	- 80% Mechanic's Rate
3rd Year	- 85% Mechanic's Rate
4th Year	- 95% Mechanic's Rate

27.03 Singular or Masculine Terms

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

27.04 Bulletin Board

The Corporation will provide a bulletin board in a non-public location for the use of the Union.

ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Technological Change

Recognizing the need for introducing from time to time technological change(s) and/or automation, and having concern for the impact of such change(s) on its employees, the Corporation undertakes to advise and discuss with the Union, as far in advance as possible and in any case, not less than sixty (60) days before the introduction thereof, technological change(s) and/or automation which the Corporation decides to introduce. The Corporation will consider and discuss with the Union ways and means, including re-training, of lessening the impact such technological change(s) and/or automation may have on employees.

ARTICLE 29 – JOINT JOB EVALUATION COMMITTEE

- 29.01** The Joint Committee shall consist of no more than three (3) members per side. Quorum shall consist of two (2) members from each side. If there is an unequal number of members

present, one member shall recuse themselves from any job evaluation, but may remain present at the meeting to observe.

- 29.02** When job evaluations are conducted, each party may provide up to one (1) additional advisor such as a supervisor who oversees the position, or the CUPE National Representative, to facilitate the process. The advisor shall not actively participate in determining ratings, but may provide advice, or assist to clarify questions that may arise as related to Job Analysis, Job Descriptions, application of the Job Evaluation Tool, or other matters that arise.
- 29.03** The Joint Committee shall operate by consensus and shall evaluate jobs based on the Corporation of the Town of Fort Frances Evaluation Plan, or any other such gender-neutral job evaluation system as the parties may agree upon.
- 29.04** If an employee believes that there has been a significant change in the job duties, responsibilities or working conditions in an employee's job, either the employee or supervisor may, by completing the Job Description Amendment Form and forwarding it to the Employer, request a review of the job by the Joint Committee. The Joint Committee shall meet as required to review such requests.
- 29.05** The Employer shall prepare a revised job description based on submitted changes, in consultation with the requester, if needed. The Joint Committee shall review the revised job description and determine whether or not the job should be re-evaluated. If the job is re-evaluated, the Committee shall determine whether or not the points assigned result in a change in the job.
- If the points assigned change the job, the retroactivity adjustment will be based upon the effective date stated on the Job Description Amendment Form.
- 29.06** When a new job description has been approved and the job has been evaluated, the employee and the supervisor shall be notified in writing. In addition, both the Union and the Employer shall receive a copy of all new or revised job descriptions, including the points assigned and the job.
- 29.07** The Joint Committee may request any additional information or clarification from the employee and/or the Employer and may also enlist any professional assistance which may be required in order to resolve any issues upon which consensus has not been reached.
- 29.08** In the event that the employee or supervisor is not satisfied with the consensus reached by the Joint Committee, the employee and/or the supervisor may request a meeting with the Joint Committee to review the committee's decision. The choice of conducting the meeting shall be at the sole discretion of the committee.
- 29.09** When a new job is created, the Employer will prepare a draft job description, which will be evaluated by the Joint Committee in the same manner as previously set forth. The new job description shall be forwarded to both the Union and Employer for comment.
- 29.10** In the event that the Joint Committee cannot reach consensus, the matter shall be referred to a panel of two specialists (one representing each party). The parties shall be responsible for the costs associated with securing the services of their own specialist.
- 29.11** In the event that the Joint Committee and the specialists cannot reach consensus, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the parties. The

decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be determined in advance and shall be borne equally by both parties.

- 29.12** The employer and the Union shall be in attendance at the Arbitration hearing. The Arbitrator shall have the right to request additional information and to summon other parties as deemed necessary.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Effective Date

This Agreement shall be effective as from January 1, 2019 and shall continue in full force and effect until December 31, 2022 and it shall be deemed to continue in force and effect from year to year, and shall be reopened for discussion or amendment only on notice to the proper official of the other party (the Clerk of the Corporation and the Secretary of the Union) within ninety (90) days of the expiration date.

DATED this _____ day of _____, 2019

Signed on behalf of

Signed on behalf of

**THE CORPORATION OF THE TOWN OF
FORT FRANCES**

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65**

/lh
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SCHEDULE “A” – WAGE SCHEDULE

PARKS AND CEMETERIES AND PUBLIC WORKS					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Head Mechanic	\$ 32.36	\$ 32.91	\$ 33.54	\$ 34.21	\$ 34.89
GIS Expert	\$ 30.94	\$ 31.47	\$ 32.06	\$ 32.71	\$ 33.36
Engineering Technologist	\$ 30.94	\$ 31.47	\$ 32.06	\$ 32.71	\$ 33.36
Mechanic	\$ 29.49	\$ 29.99	\$ 30.56	\$ 31.17	\$ 31.80
Parks Working Foreman	\$ 29.49	\$ 29.99	\$ 30.56	\$ 31.17	\$ 31.80
Storeskeeper	\$ 29.09	\$ 29.58	\$ 30.15	\$ 30.75	\$ 31.36
Public Works Working Foreman	\$ 28.89	\$ 29.38	\$ 29.94	\$ 30.54	\$ 31.15
Public Works Leadhand	\$ 27.79	\$ 28.26	\$ 28.80	\$ 29.38	\$ 29.96
Survey Technician	\$ 27.77	\$ 28.24	\$ 28.78	\$ 29.35	\$ 29.94
Parks Leadhand	\$ 26.88	\$ 27.34	\$ 27.86	\$ 28.41	\$ 28.98
Playground Inspector	\$ 26.81	\$ 27.27	\$ 27.78	\$ 28.34	\$ 28.91
Class I Equipment Operator	\$ 26.64	\$ 27.09	\$ 27.61	\$ 28.16	\$ 28.72
Class II Equipment Operator	\$ 26.23	\$ 26.68	\$ 27.18	\$ 27.73	\$ 28.28
Truck Driver	\$ 25.65	\$ 26.09	\$ 26.58	\$ 27.11	\$ 27.66
Labourer - Parks	\$ 25.26	\$ 25.69	\$ 26.18	\$ 26.70	\$ 27.24
Labourer - Public Works	\$ 25.04	\$ 25.47	\$ 25.95	\$ 26.47	\$ 27.00
Student Labourer	\$ 16.73	\$ 17.01	\$ 17.34	\$ 17.68	\$ 18.04
WATER WORKS					
Water Distribution and Wastewater Collection System					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Overall Responsible Operator	\$ 29.72	\$ 30.23	\$ 30.80	\$ 31.42	\$ 32.04
Operator in Charge	\$ 29.07	\$ 29.56	\$ 30.13	\$ 30.73	\$ 31.34
Class II Operator	\$ 28.38	\$ 28.86	\$ 29.41	\$ 30.00	\$ 30.60
Class I Operator	\$ 26.37	\$ 26.82	\$ 27.33	\$ 27.87	\$ 28.43
Operator in Training	\$ 25.69	\$ 26.13	\$ 26.62	\$ 27.16	\$ 27.70
WATER WORKS					
Water Treatment System					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Overall Responsible Operator	\$ 31.74	\$ 32.28	\$ 32.89	\$ 33.55	\$ 34.22
Operator in Charge	\$ 31.08	\$ 31.61	\$ 32.21	\$ 32.85	\$ 33.51
Class IV Operator	\$ 30.41	\$ 30.93	\$ 31.51	\$ 32.14	\$ 32.79
Class III Operator	\$ 29.07	\$ 29.56	\$ 30.13	\$ 30.73	\$ 31.34
Class II Operator	\$ 28.38	\$ 28.86	\$ 29.41	\$ 30.00	\$ 30.60
Class I Operator	\$ 26.37	\$ 26.82	\$ 27.33	\$ 27.87	\$ 28.43
Operator in Training	\$ 25.69	\$ 26.13	\$ 26.62	\$ 27.16	\$ 27.70

SCHEDULE "A" – WAGE SCHEDULE

ARENA ATTENDANTS					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Caretaker	\$ 21.14	\$ 21.50	\$ 21.91	\$ 22.35	\$ 22.79
Facilities Attendant	\$ 25.04	\$ 25.47	\$ 25.95	\$ 26.47	\$ 27.00
Facilities Attendant with one Ticket	\$ 25.73	\$ 26.17	\$ 26.66	\$ 27.20	\$ 27.74
Facilities Attendant with two Tickets	\$ 26.41	\$ 26.86	\$ 27.37	\$ 27.92	\$ 28.48
Facilities Attendant with three Tickets	\$ 27.10	\$ 27.56	\$ 28.08	\$ 28.65	\$ 29.22
CHILDREN'S COMPLEX					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Resource Teacher	\$ 25.83	\$ 26.27	\$ 26.77	\$ 27.30	\$ 27.85
Qualified Day Care Teacher (Early Childhood Education Diploma)	\$ 25.83	\$ 26.27	\$ 26.77	\$ 27.30	\$ 27.85
Day Care Cook	\$ 24.83	\$ 25.25	\$ 25.73	\$ 26.25	\$ 26.77
Qualified Interim Replacement Staff (Early Childhood Education Diploma)	\$ 22.73	\$ 23.12	\$ 23.56	\$ 24.03	\$ 24.51
Best Start Hub Assistant	\$ 22.41	\$ 22.79	\$ 23.22	\$ 23.69	\$ 24.16
Unqualified Day Care Teacher	\$ 20.54	\$ 20.89	\$ 21.29	\$ 21.71	\$ 22.15
Unqualified Interim Replacement Staff	\$ 20.54	\$ 20.89	\$ 21.29	\$ 21.71	\$ 22.15
Interim Replacement Cook	\$ 20.54	\$ 20.89	\$ 21.29	\$ 21.71	\$ 22.15
OFFICE WAGE SCHEDULE					
POSITION	EFFECTIVE JANUARY 1, 2018	EFFECTIVE JANUARY 1, 2019 1.7%	EFFECTIVE JANUARY 1, 2020 1.9%	EFFECTIVE JANUARY 1, 2021 2%	EFFECTIVE JANUARY 1, 2022 2%
Tax Administrator	\$ 29.03	\$ 29.52	\$ 30.08	\$ 30.69	\$ 31.30
Meter Reader	\$ 28.45	\$ 28.93	\$ 29.48	\$ 30.07	\$ 30.67
Accounting Clerk III (Accounts Payable, Payroll, Head Cashier)	\$ 27.78	\$ 28.26	\$ 28.80	\$ 29.38	\$ 29.96
Accounting Clerk II (Cashier, Public Works Clerk, Utility Clerk, Utility Billing Clerk, Receptionist).	\$ 27.68	\$ 28.15	\$ 28.69	\$ 29.26	\$ 29.84
Accounting Clerk I	\$ 26.04	\$ 26.48	\$ 26.99	\$ 27.53	\$ 28.08

Seasonal Airport Attendant (Back-Up) Wage Schedule

		6 months	12 months	24 months
January 1, 2018		\$ 25.59	\$ 26.77	\$ 27.32
January 1, 2019	1.7%	\$ 26.03	\$ 27.23	\$ 27.78
January 1, 2020	1.9%	\$ 26.52	\$ 27.74	\$ 28.31
January 1, 2021	2%	\$ 27.05	\$ 28.30	\$ 28.88
January 1, 2022	2%	\$ 27.59	\$ 28.86	\$ 29.46

SCHEDULE "B" – CLASS 1 AND CLASS 2 OPERATOR

Any employee, upon being classified as a grader, dozer and backhoe operator, shall be classified as a Class II Operator for a period of two (2) years. During the initial two year period, the Class II Operator must be able to successfully complete the training requirements for each piece of equipment. At the end of the two year period and upon successful completion of the training requirements, a Class II Operator will move to the Class I Operator Classification.

There will be an evaluation of current Class II employees to determine their standing in the Class I progression. In addition, Class II Operators who operate a Class I machine shall be paid at the Class I rate.

Loader Backhoe	Class I
Excavator	Class I
Front End Loader	Class I
Grader	Class I
Tractor Mounted Brush Cutter	Class I
Sidewalk Blower	Class II
Sidewalk Plough	Class II
Street Sweeper	Class II
Compaction Rollers	Class II
Plough Truck	Class II
Combination High Pressure / Vacuum Unit	Class II
Sand Trucks	Class II
Diesel Tractor with Gang Mower	Class II

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES

(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65

(hereinafter referred to as the Union)

Re: Special Projects

The Employer will meet with the Union to discuss any special projects that may arise in order to review the staffing requirements.

The Parties agree that whenever possible, current qualified employees will be offered any available work prior to hiring Interim Replacement employees.

DATED this _____ day of _____, 2019

Signed on behalf of

**THE CORPORATION OF THE TOWN OF
FORT FRANCES**

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65**

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65
(hereinafter referred to as the Union)

Re: Family Day

Without prejudice and without precedent, and in its sole and absolute discretion, the Employer will gratuitously recognize "Family Day" as an additional holiday off with pay. It is agreed that "Family Day" shall not be considered a holiday for purposes of Article 14.03, and specifically, paragraph No. 3 of Article 14.03 (as relates to working on a holiday) will **NOT** apply to this day. However, employees having regular scheduled work shifts on "Family Day" will be compensated as follows;

- 1) Water Treatment Plant Operators - will provide routine water testing and inspection services of the Water Treatment Plant and Water Tower in accordance with the Certificate of Approval (C of A) which usually takes 2 hours to complete and will be given 2 hours off at straight time.
- 2) Arena Attendants - Any employees scheduled to work will receive an additional day off with pay equal to the number of hours they worked on "Family Day".
- 3) Fort Frances Children's Complex - If the Daycare is open, any employees scheduled to work will receive an additional day off with pay equal to the number of hours they worked on "Family Day".
- 4) On Call Employees - Any employees scheduled to perform "On Call" services, shall receive the normal compensation to which they are entitled. No employee shall receive "Stat" Pay for time spent on Family Day.

Further, any employee called out to work on "Family Day", such as those at Public Works who are called out to perform snow removal services, shall be compensated in accordance to paragraphs No. 1 & 2 of Article No. 14.03 or in accordance with Article 14.05 (Minimum call back time).

FAMILY DAY CONTINUED

DATED this _____ day of _____, 2019

Signed on behalf of

**THE CORPORATION OF THE TOWN OF
FORT FRANCES**

Signed on behalf of

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65**

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE TOWN OF FORT FRANCES

(hereinafter referred to as the Employer)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65

(hereinafter referred to as the Union)

Re: New Labourer Position – P.W. and Airport Back-up

Whereas the Corporation of the Town of Fort Frances has decided to hire a new Public Works Labourer, and this individual will also provide back-up relief for the Airport Attendants, it is agreed that the following exclusions and adjustments to the current Collective Agreement will apply to this individual for this position only.

Article 13 – Hours of Work

The Airport is a seven (7) day operation. Overtime will only apply if the employee works more than their scheduled forty (40) hours per week. Any 'scheduled' time at the Airport within the forty (40) hours per week, be that on a Saturday or Sunday, will be at straight time.

The employee will provide back-up relief for the Airport Attendants (be that vacation, sick-time, bereavement leave or other relief) and will be scheduled for shifts by the Airport Supervisor or designate.

Every effort will be made to give the employee sufficient prior notice of shifts at the Airport, and effort will be made to schedule those shifts in blocks of one week whenever possible. For all other shifts throughout the year, the employee will work under the schedule and direction of the Transportation Superintendent.

Article 15 – Shift Work

Article 15 will not apply to the employee hired for this position, for any of the shifts they perform at the Airport. There will be no shift Differential for the Back-up Airport Attendant.

Article 24 – Payment of Wages and Allowance

The employee hired for this position will receive the current "Labourer – Public Works" wage as per Schedule "A" of the Collective Agreement, for any and all time spent in the performance of their duties at Public Works. For all time spent as the Back-up Airport Attendant, the wage schedule listed below will apply.

LETTER OF UNDERSTANDING**BETWEEN****THE CORPORATION OF THE TOWN OF FORT FRANCES**

(hereinafter referred to as the Employer)

- and -**CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 65**

(hereinafter referred to as the Union)

Re: Pay Equity Terms of Reference

The parties agree to develop a terms of reference for the Joint Committee. The parties shall endeavour to develop and approve the Terms of Reference by July 31, 2019. The date the Terms of Reference will come into effect will be by mutual agreement of the parties.

DATED this _____ day of _____, 2019**Signed on behalf of****THE CORPORATION OF THE TOWN OF
FORT FRANCES**

Signed on behalf of**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 65**

TOWN OF FORT FRANCES

BY-LAW NO. xx~19

(Being a by-law to authorize the entering into of an agreement with Rainy Lake Gymnastics Academy)

WHEREAS on June 10, 2019, Council authorized the entering into of an agreement with Rainy Lake Gymnastics Academy for space at the Memorial Sports Centre Auditorium from Fall 2019 to Spring 2020 with equipment permitted to be set up semi-permanent basis.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the following agreement in the form attached hereto as Schedule 'A' with Rainy Lake Gymnastics Academy be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 24th day of June 2019.

J. Caul, Mayor

E. Slomke, Clerk

THIS AGREEMENT to come into effect the **1st day of September, 2019.**

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town" or "Lessor".

- AND -

RAINY LAKE GYMNASTICS ACADEMY

hereinafter called the "Lessee".

WHEREAS:

- A. The Lessee is wishing to rent the Memorial Sports Centre Auditorium from the Lessor during the Fall of 2019 through to the Spring of 2020 to offer gymnastics programming for youth;
- B. The Lessee is proposing to leave their gymnastics equipment set-up on a semi-permanent basis subject to the terms below; and
- C. The Lessee is planning to offer the gymnastics programming for approximately 19 hours a week subject to the availability of the facility and enrolment numbers.

Now therefore,

In addition to the Memorial Sports Centre Auditorium - Rental Agreement Terms and Conditions and Community Services Facility Rental Policy, the parties hereby agree to the following:

- 1. Term of Lease – 2 year term (September to April each season, for the seasons 2019-2020 and 2020-2021). The agreement will be reviewed after the first year to determine if revision is appropriate.
- 2. Rental fee – Will be charged as per the Auditorium contracted hourly rate listed in the Town of Fort Frances user fee schedule subject to change at any time by Council resolution (May 2019 rate - \$32.35).
- 3. Scheduling – Memorial Sports Centre staff will meet with the Lessee before July 31st each year to determine the Fall (September –December) schedule and before November 30th each year to determine the Winter (January – April) schedule.
- 4. Gymnastics Equipment – The Lessee will be solely responsible for setup and takedown of any equipment that is required for their use of the Auditorium. The Lessee hereby agrees to have equipment moved as required by the facility management to accommodate other facility needs and uses by management. The Lessor agrees to provide as much notice as possible to the Lessee when unplanned removal of equipment is required. The Lessee acknowledges that unscheduled, but necessary maintenance may cause there to be little or no notice to remove equipment. The Lessee agrees to pay an additional fee to cover all costs reasonable as determined by management if they fail

to move their equipment as stipulated by Memorial Sports Centre management. The Lessee will have access to a portion of the 'Tables and Chairs room' on the 2nd floor of the Ice for Kids rink.

5. Fitness Classes- The Lessor acknowledges that the gymnastics equipment will not be taken down for Memorial Sports Centre Fitness classes. Both parties acknowledge that the Fitness classes may use the gymnastics floor if they choose. The Lessee acknowledges that Instructors for the Memorial Sports Centre may move pieces of gymnastics equipment as required for their class.

6. Shared use by Rainy Lake Air Cadets- The Lessee acknowledges that they will be required to take down gymnastics equipment as required for each Sunday practice for the Rainy Lake Air Cadets in order for the Rainy Lake Air Cadets to have full use of the Auditorium.

7. Other Events – For any and all events that have already been scheduled in the auditorium, the Lessee will ensure that their equipment is removed from the facility and properly stored. In an attempt to minimize the Lessee's equipment setup and takedown, Memorial Sports Centre management will only book additional auditorium events that are deemed necessary. The Lessor agrees to provide all dates and times of previously scheduled events to the Lessee prior to July 31st of each year.

8. The Lessee shall assume all liability for damages caused directly or indirectly by him/her or his/her members and invitees while using the facilities.

9. The Lessee shall assume risks of damage and injury while on the premises for him/her and his/her members and invitees, and hold the Lessor harmless and indemnified there from.

10. The Lessee shall have in force \$5,000,000 of liability insurance with the Town of Fort Frances named as an additional insured.

THE CORPORATION OF THE TOWN OF FORT FRANCES

- AND -

RAINY LAKE GYMNASTICS ACADEMY

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

THE CORPORATION OF THE TOWN
OF FORT FRANCES

MAYOR: _____

CLERK: _____

Per: _____ Printed: _____
(Rainy Lake Gymnastics Academy)

Per: _____ Printed: _____
(Rainy Lake Gymnastics Academy)

Witness: _____ Printed: _____

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for a feasibility study)

WHEREAS on March 25, 2019, Council approved a report from the CAO, which recommends in part that the Town of Fort Frances enter into an agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for funding of a feasibility study respecting the Shevlin Woodyard and the Nursing Station (former Resolute property).

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 24th day of June 2019.

J. Caul, Mayor

E. Slomke, Clerk



Innovation, Science and
Economic Development Canada

FedNor

201 May Street North
Suite 301
Thunder Bay, Ontario
P7C 3P4

Innovation, Sciences et
Développement économique Canada

FedNor

201, rue May nord
Bureau 301
Thunder Bay (Ontario)
P7C 3P4



Protected B

Project Number: 851-511932

THIS AGREEMENT made as of: **APR 25 2019**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

as represented by the Minister of Industry
(the "Minister")

– AND –

The Corporation of the Town of Fort Frances

(the "Recipient")

WHEREAS in response to an application from the Recipient received September 25, 2018, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

- 1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

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

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 The Project

- 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2019 (the "Completion Date").
- 2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

3.0 The Contribution

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 40% of the incurred Eligible & Supported Costs of \$150,000 of the Project outlined in Annex 1; and
- b) \$60,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to September 25, 2018 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

4.0 **Total Canadian Government Funding**

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Northern Ontario Heritage Fund	\$75,000
--------------------------------	----------

- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 **Intellectual Property**

- 5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

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

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

7.0 **Monitoring and Audit**

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
 - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for this organization together with a certified copy of the Resolution and/or by-laws authorizing this transaction is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.

- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and

- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

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

10.0 Official Languages

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

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

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

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

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Minister may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Minister such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Minister shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.

- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.

13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor
201 May Street North, Suite 301
Thunder Bay ON P7C 3P4

Attention: Mr. Jeffrey O'Brien
Planning and Decision Making
Northern Ontario Development Program

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

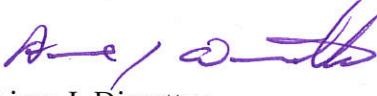
Her Worship June Caul
Mayor
The Corporation of the Town of Fort Frances
320 Portage Ave.
Fort Frances ON P9A 3P9

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-511932

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as
represented by the Minister of Industry

Per: 
Name: Aime J. Dimatteo
Title: Director General, FedNor
Date: **APR 25 2019**

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the Town of Fort
Frances

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the Town of Fort Frances

Project Number: 851-511932

I. PROJECT SCOPE

i) Description:

The project would conduct a feasibility study to examine opportunities in re-developing two municipally owned properties to support the community in diversifying its economy. The two properties include: the former Resolute Forest Products paper mill nursing station, located in the center of town, and the Shevlin Wood Yard, located on the city's waterfront.

Project activities include hiring a consulting firm with expertise in land use and economic development planning, to provide advice on the possible uses for these two properties.

This study would include broad public consultations and three draft design plans, with a class "C" estimate (where appropriate). The consultants would review various options for the properties, and determine community priorities for development that would result in the best economic outcome. The three draft design plans would be submitted and presented to Council for review. The consulting firm would then be expected to complete any revisions, and present the final report to Mayor and Council. The chosen consulting firm would report to an advisory committee consisting of town staff and elected representatives. A Request for Proposal (RFP) would be used to hire the firm through a competitive process.

ii) Project Location:

Fort Frances, Ontario

iii) Dates:

- a) Commencement Date - March 1, 2019
- b) Completion Date - December 31, 2019

iv) Key Workplan Activities, Timelines and Milestones:

The project time line includes:

- Month one - issue request for proposal;
- Month two - RFP closes;

- Month three - consulting firm engaged and first meeting conducted;
- Months four to six - study and consultation period;
- Month seven and eight - draft report with options, and;
- Month nine - final report.

v) Performance Measures and Tracking Plan:

As a result of this project:

- One study would be completed with two plans, and;
- Four community engagement events would be held, with a target of 150 community stakeholder and member participants.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$60,000
- Supported	\$150,000	Other Federal	\$0
- Not Supported	\$1,000	Provincial	\$75,000
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$16,000
		Other	\$0
Total	<u>\$151,000</u>		<u>\$151,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Consulting Fees	\$150,000		\$150,000
Administration Costs		\$1,000	\$1,000
TOTAL ELIGIBLE COSTS	<u>\$150,000</u>	<u>\$1,000</u>	<u>\$151,000</u>
<u>Ineligible Costs</u>			
			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$151,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:
For greater certainty, Section 10.0 includes:

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

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
 - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and

- c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Planning and Decision Making

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between September 25, 2018 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between September 25, 2018 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

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

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

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

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

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

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Annex 3

Bi-annual progress reports and a final report will be submitted.

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



June 20, 2019

In This Issue

- Stay updated with the latest in waste diversion.
- The top questions about digital signatures.
- Save 15% off Deluxe Canada products.
- Last chance to join Ministry webinar on waste.
- Deadline to book delegations at AMO Conference is June 28.
- AMO Conference program at a glance.
- AMO Conference sponsorship.
- Digitizing your occupational health and safety program.
- LAS Blog: Federal group buying option available.
- Careers with Brampton, Municipality of The Nation and Durham Region.

AMO Matters

Do you work in waste management, or are an elected official wanting to know more about waste diversion programs in Ontario? If so, sign up for our database [here](#).

Each week we will profile a key question about digital signatures. Q15: What are the contingency plans if a Notarius certificate authority was offline or hacked? [Click here](#) for the answer.

Enter promotion code **63647** when ordering and save 15% on Deluxe Canada products including customizable forms, cheques, print marketing, promo & apparel, and more. This continues AMO's member discount with the company formerly known as NEBS.

Provincial Matters

The Ministry is hosting a webinar from 3 - 4 pm **TODAY** to discuss Ontario's Process to Tackle Recycling and Plastic Waste. Register for the webinar by sending an email to Tammy.Nguyen2@ontario.ca.

Eye on Events

The deadline to request delegation meetings at the AMO AGM and Annual Conference is June 28. Don't delay and submit your requests using the online form in [English](#) or [French](#).

Looking for details on the program for the 2019 AMO AGM and Annual Conference? Want to know who is speaking on the main stage? Need to plan your day? The [program at a glance](#) is available now. Visit often as we release further details - and take a moment to [register today](#)!

For information on speaking opportunities and other [event sponsorships](#) at the 2019 AMO Conference in Ottawa, please contact [Lorna Ruder](#), tel: 416.971.9856 x341.

Municipal governments are required to comply with occupational health and safety (OHS) legislation. To this end, AMO is partnering with 4S Consulting Services Inc. to offer members an online tool that will streamline health and safety programs. Track and manage employee OHS training, workplace incidents, procedures and compliance checklists, and other related OHS matters. Join us on June 26 from 12 - 1 pm for a free webinar where we will showcase our new partnership with 4S. [Register today](#).

LAS

LAS Blog: The Canadian Collaborative Procurement Initiative lets municipalities take advantage of purchasing arrangements made by the federal government. Check out the [LAS Blog](#) to learn more.

Careers

[Integrity Commissioner and Lobbyist Registrar - City of Brampton](#). Any questions about the opportunity

can be directed to Iva Peressini at 905.874.2159. Please email your application and/or expression of interest to iva.peressini@brampton.ca by July 1, 2019.

Manager of Economic Development & Tourism - The Nation Municipality. Supervisor: Director, Planning & Economic Development. Additional information: Contract of 24 months with possibility of extension. If you are interested in pursuing this opportunity, please send your resume by 4 p.m. on Thursday, July 4, 2019, to: Guylain Lafleche, Director of Planning & Economic Development, 958 Route 500 West, Casselman, ON K0A 1M0; glafleche@nationmun.ca; 613.764.5444, ext. 229.

Asset Management and Infrastructure Coordinator - The Nation Municipality. Supervisor: Treasurer. Additional information: Contract of 24 months with possibility of extension. If you are interested in pursuing this opportunity, please send your resume by 4 p.m. on Thursday, July 4, 2019, to: Cécile Maisonneuve, Treasurer, 958 Route 500 West, Casselman, ON K0A 1M0; cmaisonneuve@nationmun.ca; 613.764.5444, ext. 224.

Manager of Sustainability (Job ID 11955) - Region of Durham. Reports to Director, Corporate Policy & Strategic Initiatives. To learn more about this opportunity, please visit [Region of Durham](#) and apply online directly to Job ID#11955 no later than July 7, 2019.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

AMO Watch File Tel: 416.971.9856

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Fort Frances Museum & Cultural Centre

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 Fort Frances, ON P9A 1G8
 P: 807 274-7891 F: 807 274-4103
www.fortfrances.ca/museum
sgeorge@fortfrances.ca

Find us on Instagram & Facebook!

June 2019

Special Dates of Interest

- **Taking Back Our Natural World** runs until June 21!
- **Night at the Museum -** June 22.
- **Echoes in the Ice: Finding Franklin's Ship** runs July - Sept. Soft opening June 29.
- **Grand Opening for Franklin exhibit—** Wed July 3rd.
- **Thurs July 4:** Tea & Scones begins.
- **Tuesday afternoons starting July 9 & continuing through August** at the Rainy Lake Square—programming for kids!



Summer!



Taking Back Our Natural World

Increasingly, climate change is becoming a daily topic — hundreds of thousands of youth protesting in Europe and elsewhere, renowned scientists publishing weekly updates to reports on CO₂ and the acidity of the oceans, a million species now at risk — it's enough to wake you up at night. If you've not been in to see it, the exhibit will run until Fri June 21. Museum open 10 - 5. Normal admission fees apply: Adults \$4, Family Rate \$12, Children & Seniors \$3. Includes the Hallett and Lookout Tower, now open daily.

Echoes in the Ice: Finding Franklin's Ship

Although admission fees remain at last year's rates until the climate change exhibit closes, for **Echoes in the Ice: Finding Franklin's Ship**, fees will increase to reflect costs. To bring in a traveling exhibit from a world-class museum, loan fees begin at roughly \$10,000. On top of that we pay for transportation, often more than half the loan fee as exhibits are only handled by certain companies.

Thanks to the federal government, a \$14,900 grant from **Canadian Heritage** through the **Museums Assistance Program** has made these costs very manageable.

There are wonderful exhibits out there in many fields... science, history, nature, technology... and on hundreds of fascinating topics. The Fort Frances Museum is one of the few museums in our region that has the necessary space to display some of these larger traveling exhibits. If we have a successful summer, we will look at bringing in other exhibits of this calibre. We hope you will support the museum by bringing your family and summer visitors in to see the exhibit... June 29 - Sept 22, 2019.

**FORT FRANCES
MUSEUM
THIS SUMMER!**

**June 29 - September 22, 2019
10 a.m. - 5 p.m. daily
Fort Frances Museum**



Echoes in the Ice

FINDING FRANKLIN'S SHIP

**Grand Opening:
Wed July 3rd**

Admission Fees Apply
Adults \$8, Family \$24
Seniors/Children 6-12 \$6

Using artifacts, images, audiovisual presentations, and art, **Echoes in the Ice: Finding Franklin's Ship** decodes the mysteries of the Franklin Expedition of 1845, in which an entire crew vanished in the Arctic during an ill-fated search.

The exhibition is a co-production of Gone West Productions and the Canada Science and Technology Museum in Ottawa, with the generous support of Natural Resources Canada and Parks Canada.

*The Fort Frances Museum thanks **Heritage Canada** for the funding to bring the exhibit to Fort Frances!!*



CANADA SCIENCE AND
TECHNOLOGY MUSEUM
MUSÉE DES SCIENCES
ET DE LA TECHNOLOGIE
DU CANADA

Canada 

Gone West Productions Ltd.

Staffing



I am very pleased to announce that we have filled our Assistant Curator position. **Bev Cochrane** has a Bachelor of Arts in Indigenous Learning from Lakehead University as well as an Advanced Diploma in Business Administration from Confederation College. She has held a number of managerial positions, most recently serving as Director of Services at Ganawendaasowin and as a council member at Mitaanijigamiing First Nation. Welcome, Bev!

Returning from university are friendly faces, **Naomi McManaman** and **Alyssa Armstrong**. They will oversee our reception desk, lead our children's programming, and be on hand to answer questions from tourists and residents alike. So challenge them. They arrived this summer not entirely sure that they had heard of Sir John Franklin before. That, of course, is changing quickly! See if you can stump them on Franklin expedition lore.

Katelyn Bruyere will spend one last summer with us as our high school student, but we're hoping she'll return as a university student. We will be hiring for another high school student very soon who will cover Saturdays through the year, and work as needed July and August.

As always, we have a great team who continues to make my job that much easier.



Alyssa, Katelyn, Naomi (Katelyn's prom)

Children's Programming

at the Rainy Lake Square
for ages 6 - 10

*Beginning Tuesday, July 9th,
1:30-3:30 p.m.*

At the Museum should weather
not cooperate.



Every Tuesday (starts July 9)
throughout July & August.

\$5 per child or \$12 per family.

Don't forget your sunscreen, hat & water!

*Preregister to hold your child's spot —
spaces for 25 children.*

Annual General Meeting

Friends of the Museum held their Annual General Meeting and election of officers on May 23. Returning from last year are Robert Schulz as president, Caren Fagerdahl as Vice President, and Deb Ballard as financial secretary.

New to the recording secretary position is Samantha Manty. Committee chairs are Lauren Hyatt for the gala, Samantha Manty for SnOasis, and Sarah Marusyk for merchandise.

I want to thank everyone in this group for their strong commitment to the events that raise money for our workshops and other extras, and their continued enthusiasm for all things museum. I cannot say enough good things about you.

Thank you, friends: Deb Ballard, Kim Daley, Caren & Eric Fagerdahl, Andrew Hallikas, Lauren Hyatt, Mandy Luck, Sam Manty, Sarah Marusyk and Robert Schulz.

Please support our hardworking Friends!



BBQing auger dogs on the coldest day of the year...
SnOasis 7: Ray Luck, Andrew Hallikas & Robert Schulz

Smashing Tea & Home-Made Scones are Back!

Starts Mall Day: Thurs July 4, 10-4
Upstairs at the Museum
\$5 per person, does not include exhibit.

Even when the weather is hot,
the museum remains cool!



Remember we have a ramp out front and
an elevator entrance at the back —
open on Thursdays & special events.

For a normal day, ring the bell;
we are happy to open it up.

Exhibits in planning stages...

Oct - Dec — **Prohibition & Profit: the Business of Smuggling Booze.** If you've a local story to share, Maxine Hayes is still collecting.

Jan - Mar — **Canada: Day 1.** This is a free traveling exhibit from the Government of Canada that tells the story of immigration.

Other services the Museum offers...

Weekly newspapers have been digitized. If you have some research to do for a paper, family history, or just curious... our public computer is easy to use. Staff are on hand to help out should you run into difficulty.

Almost all obituaries have been copied and are alphabetized.

Local military histories have been compiled. Not all are available but if you have a photo and some background history on a loved one, we'd be happy to add it to the database.

Our small library also has many books and files on area history. If you can't find what you're looking for, our volunteer staff are the best. If Max can't find it, it may not be on record locally.

Good afternoon.

Please be advised that on June 5th, Town Council for the Corporation of the Town of Georgina passed the following motion concerning 'Reducing Litter and Waste in our Communities', for your consideration. Thank you.

Moved by Regional Councillor Grossi, Seconded by Councillor Waddington

RESOLUTION NO. C-2019-0370

WHEREAS the Town of Georgina has been a leader when it comes to waste management in the Province of Ontario;

AND WHEREAS the Town of Georgina instituted a user pay garbage program over 20 years ago;

AND WHEREAS the Province of Ontario, through the Ministry of the Environment, has posted a discussion paper entitled 'Reducing Litter and Waste in our Communities' ;

AND WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario and its time has come;

AND WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia;

AND WHEREAS these successful programs have eliminated many of these containers from the natural environment;

BE IT THEREFORE RESOLVED that the Council of the Town of Georgina call upon the Province of Ontario through the discussion paper 'Reducing Litter and Waste in our Communities' to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

BE IT FURTHER RESOLVED that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Minister of the Environment, the Premier, the Minister of Municipal Affairs, the Association of Municipalities of Ontario, the Region of York and all Municipalities in the Province of Ontario.

Carried unanimously.



Carolyn Lance

Council Services Coordinator

Clerk's Division | Town of Georgina

26557 Civic Centre Road, Keswick, ON | L4P 3G1

905-476-4301 Ext. 2219 | georgina.ca

Follow us on [Twitter](#) and [Instagram](#), like us on [Facebook](#)

June 19, 2019

Sent via email

Re: Resolution - Free Menstrual Products at City Facilities

At its meeting held on June 10, 2019, St. Catharines City Council approved the following motion:

WHEREAS people who menstruate need adequate and appropriate access to menstrual products so that they can experience their full health potential, maintain dignity and participate fully in community; and

WHEREAS according to Plan Canada International study, one-third of Canadian women under the age of 25 struggled to afford menstrual products; and

WHEREAS the inability to afford menstrual products is a health equity issue; and

WHEREAS there is a need for low or no cost menstrual products; and

WHEREAS menstruating is a natural bodily function, and access to menstrual products is as necessary as access to toilet paper; and

WHEREAS universal access to menstrual products contributes to the normalization of menstruation and enhanced access in a dignified way; and

WHEREAS other Canadian cities, including London and Sarnia are already piloting and/or assessing the feasibility of menstrual product access programs; and

WHEREAS recreation centres and libraries service a large population, diverse in age and socioeconomic status; and

WHEREAS public-facing City of St. Catharines facilities can be accessed by all members of the community at no cost;

THEREFORE BE IT RESOLVED that the City of St. Catharines work towards providing free menstrual products (pads and tampons) in all public-facing municipally-run facilities in the following ways:

.../2



1. That staff report back to Council outlining options and costs for a pilot project that would offer menstrual products in select recreation centres and library locations;
2. That the evaluation of the pilot project also include qualitative data from people using the products;
3. That the results of the pilot project inform the feasibility of expanding the provision of free menstrual products in all public-facing municipal buildings;
4. That if passed, the Clerk's Office notify all school boards and municipalities in Ontario of the City of St. Catharines' initiative and encourage them to do the same.

This resolution, passed by our Council on June 10, 2019, is being forwarded to you for your consideration and support. Please consider forwarding this to your local school board.

If you have any questions, please contact the Office of the City Clerk at extension 1524.

A handwritten signature in blue ink, appearing to read 'Bonnie Nistico-Dunk'.

Bonnie Nistico-Dunk, City Clerk
Legal and Clerks Services, Office of the City Clerk
:em



DISTRICT OF PARRY SOUND

56 ONTARIO STREET
PO BOX 533
BURK'S FALLS, ON
P0A 1C0

(705) 382-3332

(705) 382-2954

Fax: (705) 382-2068

Email: info@armourtownship.ca

Website: www.armourtownship.ca

June 12, 2019

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Legislative Building
Queen's Park
Toronto ON M7A 1A1

The Honourable Christine Elliott
Deputy Premier of Ontario
Legislative Building
Queen's Park
Toronto ON M7A 1A1

The Honourable Steve Clark
Minister of Municipal Affairs & Housing
College Park, 17th Floor
777 Bay Street
Toronto ON M5G 2E5

Re: Support Resolution

At its meeting held on June 11th, 2019, the Township of Armour passed Resolution #7 opposing Bill 115 and calls upon the Government of Ontario not to enact this legislation.

A copy of Council's Resolution #7 dated June 11th, 2019 is attached for your consideration.

Sincerely,

Louise Heintzman
Administrative Assistant

Enclosure

Cc: Honourable Norm Miller, MPP Parry Sound-Muskoka, Andrea Horwath, MPP, Leader of the New Democratic Party, AMO (Association of Municipalities of Ontario and all Ontario municipalities.



CORPORATION OF THE TOWNSHIP OF ARMOUR

RESOLUTION

Date: June 11, 2019

Motion # 7

WHEREAS the Province of Ontario is considering approving Bill 115, which would allow beer and wine sale in corner stores;

AND WHEREAS corner stores will not verify age and be as safe as the present system in place;

AND WHEREAS alcohol retail outlet density has a negative effect on public health and public health costs;

AND WHEREAS there is no clear evidence that Ontarians are asking for beer and wine at every corner;

NOW THEREFORE BE IT RESOLVED that the Council of the Township of Armour opposes Bill 115 and calls upon the Government of Ontario not to enact this legislation.

FURTHERMORE, that a copy of this resolution be sent to the Honourable Doug Ford, Premier of Ontario, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Honourable Christine Elliott, Deputy Premier of Ontario, the Honourable Norm Miller, MPP Parry Sound - Muskoka and Andrea Horwath, MPP, Leader of the New Democratic Party.

AND FURTHERMORE, that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Moved by:

Blakelock, Rod	<input type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
MacPhail, Bob	<input type="checkbox"/>
Ward, Rod	<input checked="" type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Seconded by:

Blakelock, Rod	<input checked="" type="checkbox"/>
Brandt, Jerry	<input type="checkbox"/>
MacPhail, Bob	<input type="checkbox"/>
Ward, Rod	<input type="checkbox"/>
Whitwell, Wendy	<input type="checkbox"/>

Carried / Defeated

Declaration of Pecuniary Interest by:

Recorded vote requested by:

Recorded Vote:

Blakelock, Rod
Brandt, Jerry
MacPhail, Bob
Ward, Rod
Whitwell, Wendy

For	Opposed
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

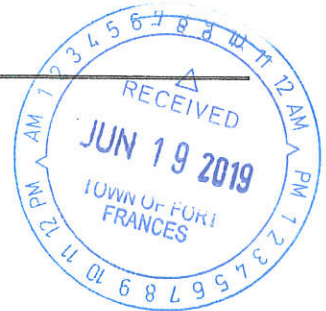


Fort Frances District Office
922 Scott Street
Fort Frances, Ontario
P9A 1J4

Ministry of Natural
Resources and Forestry

Ministère des Richesses
naturelles et des Forêts

Tel: (807) 274-5337
Fax: (807) 274-4438



June 17th, 2019

INSPECTION of APPROVED AERIAL HERBICIDE SPRAYING CROSSROUTE FOREST

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved aerial herbicide spray project. As part of our ongoing efforts to regenerate and protect Ontario's forests, selected stands on the **Crossroute Forest** (see map) will be sprayed with herbicide to control competing vegetation, starting on or about: **August 1st, 2019**. The herbicide **Weed-Master**, registration # **29009** will be used.

The approved project description and project plan for the aerial herbicide project is available for public inspection at the Resolute Forest Product website and on the MNRF public website at ontario.ca/forestplans beginning **June 30th, 2019 until March 31st, 2020** when the annual work schedule expires. Ontario Government Information Centres at Atikokan and Fort Frances provide access to the internet.

Interested and affected persons and organizations can arrange an appointment with MNRF staff at the MNRF District or Area office to discuss the aerial herbicide project.

For more information, please contact:

John Lawson
Resolute Forest Products
2001 Neebing Avenue
Thunder Bay, ON
P7E 6S3
807-475-7706

Philip Cooze
Ministry of Natural Resources & Forestry
922 Scott St.,
Fort Frances, ON
P9A 1J4
807-274-8639

Renee Perry
Ministry of Natural Resources & Forestry
108 Saturn Ave.
Atikokan, ON
P0T 1C0
807-597-5010

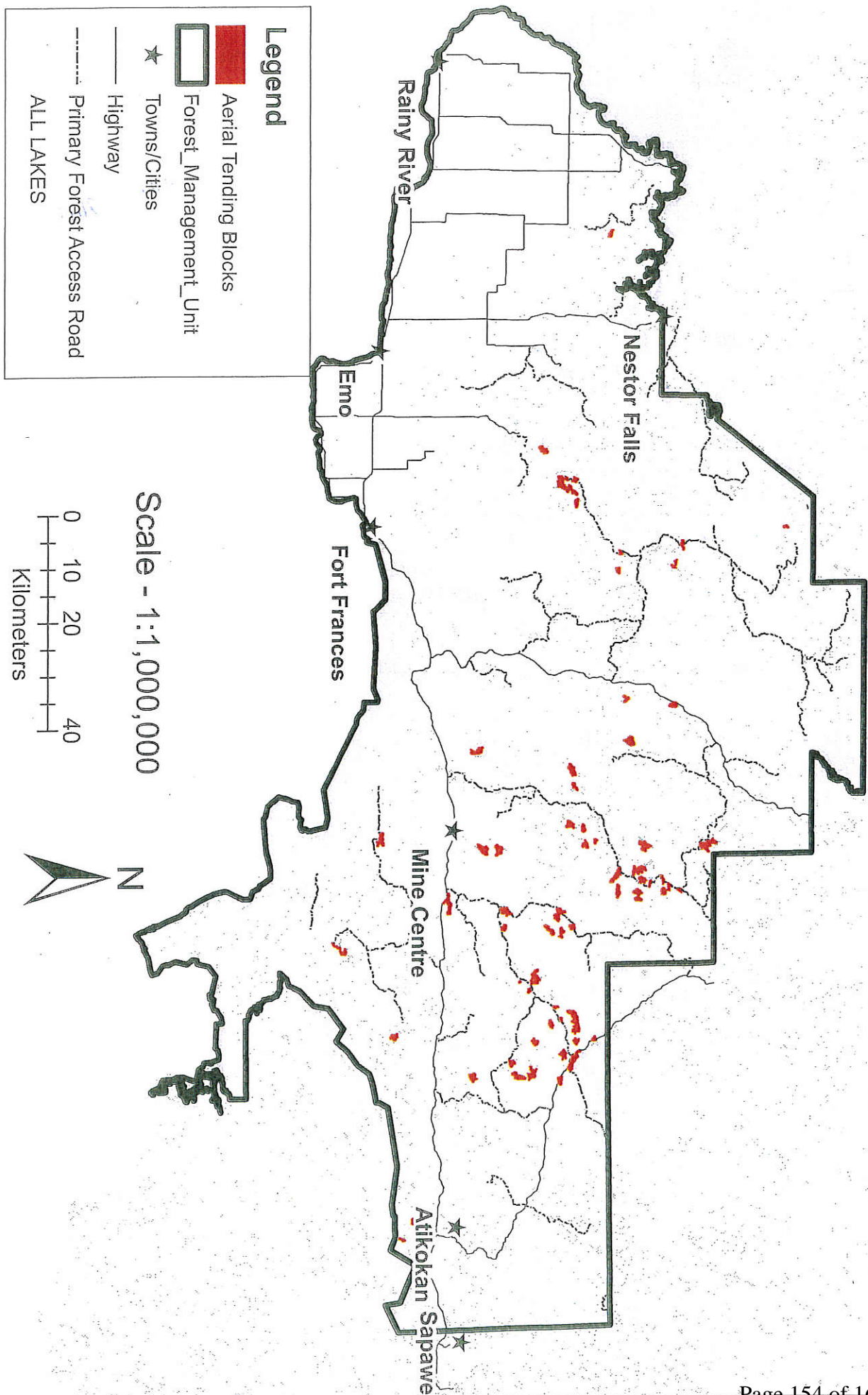
or call toll free: 1-800-667-1940 and ask to be forwarded to one of the contacts above.

Greg Chapman
District Manager
Fort Frances District
Telephone: 807-274-8633
Fax: 807-274-4438

Office Hours 8:30 – 4:30 Monday to Friday
Closed 12:00 – 1:00

"Your comments regarding our services are welcome at anytime"

2019/2020 Aerial Herbicide Spray Program for the Crossroute Forest





OFFICE OF THE MAYOR
CITY OF HAMILTON

June 14, 2019

The Honourable Christine Elliott, Deputy Premier and
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, ON M7A 1E9

Dear Minister Elliot,

At its May 22, 2019 meeting, Hamilton City Council discussed the changes being proposed for public health in Ontario and their potential effects. Before I convey the recommendations that arose from that discussion, I would like to commend you and your colleagues for your announcement on June 3rd that any changes to the provincial funding of public health will not affect the current fiscal year.

Hamilton's City Council recommends that any restructuring or modernization of local Public Health take into account the following principles:

- That its unique mandate to keep people and our communities healthy, prevent disease and reduce health inequities be maintained;
- That its focus on the core functions of public health, including population health assessment and surveillance, promotion of health and wellness, disease prevention, health protection and emergency management and response be continued;
- That sufficient funding and human resources to fulfill its unique mandate are ensured.
- That the focus for public health services be maintained at the community level to best serve residents and lead strategic community partnerships with municipalities, school boards, health care organizations, community agencies and residents;
- That there be local public health senior and medical leadership to provide advice on public health issues to municipal councils and participate in strategic community partnerships. The importance of this has been highlighted by the recent cluster of HIV among those using intravenous drugs in Hamilton;

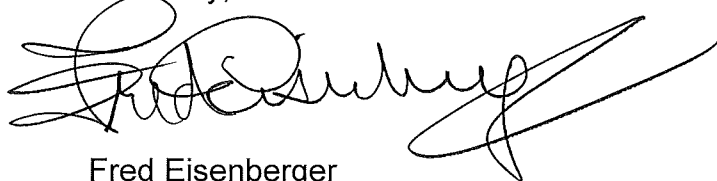
.../2

- That local public health services be responsive and tailored to the health needs and priorities of each local community, including those of vulnerable groups or those with specific needs such as the indigenous community;
- That representation of municipalities on any board of health be proportionate to both their population and to the size of the financial contribution of that municipality to the Regional Public Health Entity;
- That any transition be carried out with attention to good change management, and while ensuring ongoing service delivery.

For decades Hamilton has enjoyed and benefited from the knowledge, skills and implementation of 'preventive maintenance' that our public health staff have provided which we know has resulted in our community avoiding many costly health 'breakdowns' that would have arisen otherwise! As we move forward we also look forward to working directly with you and collaborating with our provincial colleagues through the relevant partnerships, such as the Association of Municipalities of Ontario (AMO), the Association of Local Public Health Agencies (aLPHa).

In closing, we believe consultation directly with local public health agencies, such as ours, is critical to developing the best local public health system as we move forward.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Eisenberger', with a long, sweeping horizontal stroke extending to the right.

Fred Eisenberger
Mayor

CC: Dr. Elizabeth Richardson, Medical Officer of Health, City of Hamilton

Doug Cuthbertson – Chair Northwoods	P✓	Chamber of Commerce Representative Jennifer Soderholm	P✓
Ed Gackley Flinthouse	P	RRFDC – Geoff Gillon	P
Shelley Wepruk Secretary	P✓	Doug Judson – Town Councilor Town of Fort Frances	A✓
Pam Williams (Guest) 4 Your Pets	P✓	Jennifer Horton Curvey Chick	A✓
Scott Krinke-Turvey (Guest) Inkspotz	P✓	Lisa Slomke Town of Fort Frances (Guest)	P
Katie Trimble B93	P✓		
Pat Gartshore Gartch's International Pub	P✓		
Natalie Donaldson Bettys	A		
Blair Anderson Betty's (Guest)	P✓		
Duane Cridland Flinthouse (Guest)	P		

1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Cuthbertson opened the meeting. The meeting was called to order at 8:04 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted. The board welcomed Blair Anderson, Duane Cridland & Lisa Slomke to our meeting.

2. Approval of Minutes

B.I.A Board of Management Meeting – 8 May, 2019

Copies of the minutes from the 10 April, 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pam Williamsy/Pat Gartshore
TO accept the minutes presented of 10 April, 2019
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 – Pat Gartshore/Ed Gackley
TO accept the total payable for March in the amount of \$1423.80
No against or abstentions
CARRIED



Board of Management Meeting –10 April 2019
Page 1 of 3

4. New Business

1. Shoplifting problem in Fort Frances
2. Discover Magazine
3. Photo Opportunity for Tourists
4. Code of Conduct and BIA Governance

5. Additions to Agenda

6. Business Arising from the Minutes

Finance and Administration Committee

1. Pam Williams and Shelley will be working on budget. We will be maintaining the same budget as last year.
2. Pam reported that we are still running a surplus. Will have more in-depth report next meeting.

Promotions Committee

1. Scott would like to be reinstated as lead on promotions. As Jennifer Horton and Natalie were not present, Katie asked that the discussion be tabled until next meeting.
2. Market Thursday starts on 16 May, 2019
3. Still waiting to hear from Car Show group re “Summer Daze”.
4. Discussion was held as to “What are we going to brand ourselves as in our ads”.

Maintenance Committee

1. Street Closure: Shelley will follow-up regarding street closure for “Summer Daze”.
2. Baskets to go up mid May.

Chamber of Commerce

1. Expo went well.
2. AGM went good. In progress of getting things going for Quest For The Best.

New Committee

1. Considering doing a night market.
2. Spring Clean-Up asked that an email be sent to all members to clean-up their store fronts
3. Things going good for events in park. Ed has everything under control.
4. “Elvis” to be first entertainer of the year in the Park. He will be there 19 May, 2019

Social Media

1. No Report at this time..

8. New Business

1. Lisa Slomke explained the “Code of Conduct to the board. We must now maintain a code which may be between board and almost anyone as we are representing the Business Improvement Area for the members on Scott Street.
2. Lisa explained the BIA Governance: Our by-law is very old. There definitely needs work to be done to bring it up to current standards. One of the main issues is our quorum. We are awaiting permission from government to either amend or rescind our current By-Laws. If they are rescinded, we will then draft new keeping with the current government regulations governing Board of Improvements province wide.
3. OPP are making their presence known on Scott Street. They are on the right track to help control our shoplifting problem. Doug attended meeting with OPP and various community members to strategize how to correct problem. Everyone who attended and was at our board meeting agreed that it was a very informative meeting.

Setting of Next Board Meeting

Motion # 4 Pat Gartshore/Scott Krinke-Turvey
To close the meeting
No against or abstentions
All in agreement – CARRIED

The next meeting date will be 12 June, 2019 at 8 a.m. at the RRFDC board office above the Credit Union on First Street East. This will be our AGM.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 9:05 am.

TOWN OF FORT FRANCESMINUTESSESSION NO. #011June 3, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Museum on June 3, 2019 from 10:30 a.m. to 11:16 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown – CAO, Jason Kabel - Community Services Division Manager

1 CALL TO ORDER (Session #011)

A. Hallikas - Chair, called the meeting to order at 10:27 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

R. Wiedenhoeft declared a conflict with item 6.1 as his son is an employee with the Town.

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - Tuesday, May 21, 2019 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 Staff Discounts - The Committee recommends the following in the essence of promoting a healthy lifestyle for its valued employees:

1) All Town of Fort Frances staff are eligible for a 25% discount off individual memberships at the Memorial Sports Centre.

2) Any Town of Fort Frances staff member who instructs fitness or pool classes is eligible for a complimentary membership.

6.2 Rainy Lake Gymnastics Club Agreement - The Committee recommends entering into an agreement with the Rainy Lake Gymnastics Academy to operate in the Memorial Sports Centre Auditorium as attached.

- 6.3 Policy Review - Facility Rental Policy - The Committee recommends to Mayor and Council to endorse the amended Facility Rental Policy with the modification to the Marina section to read 'boat space rented'.
- 6.4 NEW POLICY - Membership & Programs Policy - The Committee recommends to Mayor & Council to adopt the policy as presented.
- 6.5 NEW POLICY - Accounts Receivable Policy - The Committee recommends to have the Treasurer review the policy to determine if it would be appropriate to include in the existing collections policy.
- 6.6 Marina Docks - Rick Wiedenhoeft - verbal - It was discussed that the West Marina ramp leading to the docks is scheduled to be repaired the week of June 17th.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

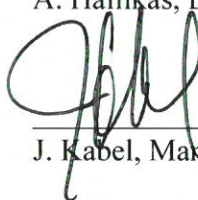
- 8.1 Next Meeting Date - Monday, June 17, 2019 - Memorial Sports Centre '52 Canadians Meeting Room

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 11:16 a.m.



A. Hallikas, Executive Committee Chair



J. Kabel, Manager of Community Services

TOWN OF FORT FRANCESMINUTESSESSION NO. #11June 3, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on June 3, 2019 from 8:00a.m. to 8:18 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, L. Slomke, Clerk, P. Briere, Committee Secretary

1. Call to Order - 0800am
Session #11

2. Disclosure of pecuniary interest and the general nature thereof
None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of Previous Meeting Minutes.
- Approved as presented.
MOVED: W. Brunetta
SECONDED: J. Caul
CARRIED

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.
None.

5. In-Camera
None.

6. Items Referred from Council

- 6.1 Letter from D. Cuthbertson re: Scott Street Concerns.
- Ongoing. Councillor McTaggart provided an update to the Committee with regards to the Police Service Board meeting.
- 6.2 Letter from D. Dickson re: 556 Webster Avenue - Garage Request.
- Information has been received by Administration and we are working on gathering information regarding this request. This item will be moved to outstanding items.

7. New Business

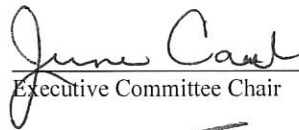
- 7.1 Site Specific Official Plan Amendment and Zoning Application - 841 McIrvine Road.
- An overview of the item was discussed with the Committee. After a discussion was had on this item the Planning & Development Executive Committee is recommending that Council approve the report as presented.

8. Outstanding Items
None.

9. Information
None.

10. Non-agenda Items
None.

11. **Adjourn / Next Meeting Date - 0818am**
Monday June 17th, 2019.


Executive Committee Chair


Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. # 12June 4, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on June 4, 2019 from Noon p.m. to 12:05 p.m.

PRESENT: Chairperson W. Brunetta, Councillor D. Judson and Mayor J. Caul.

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, K. Lawson, Deputy Clerk

REGRETS: Councillor A. Hallikas

1. **Call to Order - Noon**
2. **Disclosure of pecuniary interest and the general nature thereof**
3. **Approval of Previous Committee Minutes**

3.1 Session No. 11 dated May 21, 2019.

Judson-Caul: Approved as presented.

CARRIED

4. **New Business**

- 4.1 BIA - 2019 Budget and Tax Rates.
- A brief overview was provided by D. Galusha, Treasurer. Committee recommended approving the Business Improvement Area Board (BIA) 2019 Budget and Tax Rates as presented.

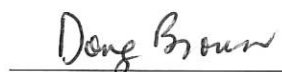
5. **Information**

- 5.1 Fire and Rescue Services - April 2019 Report.
- received as information.

6. **Adjourn 12:05 p.m. / Next Meeting Date - June 18, 2019**



Executive Committee Chair



D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #009June 5, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on June 5, 2019 from 8:30 a.m. to 9:12 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor John McTaggart and Councillor Mike Behan

ALSO PRESENT: Mayor June Caul, Travis Rob and Doug Brown, CAO

1 Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on May 22, 2019 - the minutes from the previous meeting were approved as circulated.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Agreement with Heikki Lampi Sand and Gravel to Install a new septic system at the Fort Frances Airport - the administration report was approved as presented.

5.2 2019/2020 Connecting Link Program - Kings Highway 11/71 - the administration report was approved as amended.

5.3 2019/2020 Connecting Link Program - Scott Street - the administration report was approved as presented.

6 Outstanding Items

- 6.1 Lions Club - Recycling Request - this item was tables until the next meeting to obtain more information.

7 Adjourn / Next Meeting Date

Meeting adjourned at 9:12 a.m.

Next meeting June 19, 2019

Executive Committee Chair

T. Rob, Manager of Operations & Facilities