

TOWN OF FORT FRANCES

AGENDA - September 9, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 021) 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:

2.1 Public Meeting - Zoning Amendment and Removal of 'H' Symbol 4

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated August 22, 2019 from N. Holden re: Dumping of Raw Sewage 5 - 9

- will be referred to the Operations & Facilities Executive Committee for recommendation.

3.3 Letter dated August 2019 from Tour de Fort re: Sponsorship Opportunity 10

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

3.4 Letter dated September 4, 2019 from R. Socholotuk re: Off Road Vehicle Use 11

- will be referred to the Planning & Development Executive Committee with additional input from the Operations & Facilities Executive Committee, Traffic Safety Committee, Economic Development Advisory Committee and Police Services Board.

3.5 E-mail from Royal Canadian Legion re: Advertising Opportunity 12 - 14

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

4. Approval of Council Minutes: *

4.1	Session 020, dated August 12, 2019*	
5.	<u>Approval of Committee of the Whole Minutes: *</u>	
5.1	Session 022, dated August 12, 2019*	
6.	<u>Resolutions from tonight's Committee meeting</u>	
7.	<u>By-Laws:</u>	
7.1	By-law 27~19 being a by-law to approve an agreement with The Miller Group awarded through the tender process. (19-OF-05 Household Hazardous Waste Event Services)	15 - 22
7.2	By-law 28~19 being a by-law to approve an agreement with Infratech Services awarded through a tender process. (19-OF-07 Zoom Camera Inspection of Storm Sewers)	23 - 29
7.3	By-law 29~19 being a by-law to authorize an exemption from the requirements of The Planning Act as they apply - The Condominium Act, 1998. (201 Minnie Avenue)	30 - 31
7.4	By-law 41/08-A being a by-law to amend a site plan agreement with Borderland Hotel o/a Fort Frances Super 8.	32 - 38
7.5	By-law 56/09-A being a by-law to amend by-law 56/09, to establish a Site Plan Control Area and authorize entering into a site plan agreement as a condition of development. (Rainy River District School Board - 528 Second Street East)	39 - 46
7.6	By-law 30~19 being a by-law to authorize execution of a site plan control agreement as a condition of development with United Native Friendship Centre. (821 McIrvine Road)	47 - 64
7.7	By-law 03/14-P being a by-law to amend Zoning by-law 03/14, as amended (1408 Eighth Street East).	65
7.8	By-law 03/14-P being a by-law to amend Zoning by-law 03/14, as amended to remove the 'H' symbol at 1408 Eighth Street East.	66
8.	<u>New Items:</u>	
9.	<u>Information Correspondence:</u>	
9.1	Association of Municipalities of Ontario (AMO) Watchfile dated August 8th, 15th, 22nd and 29th, 2019.	67 - 74
9.2	Rainy River District Municipal Association - General Meeting on September 18, 2019	75 - 103
9.3	Letter dated August 22, 2019 from Canadian Union of Postal Workers	104

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9.4 Letter dated August 13, 2019 from Norfolk County re: Gas Well Issues Request	105 - 106
9.5 Letter dated August 14, 2019 from Town of Bradford West Gwillimbury re: Never Forgotten National Memorial	107 - 108
9.6 Letter dated August 9, 2019 from Township of South Frontenac re: Safety on Family Farms	109
9.7 Letter dated August 13, 2019 from Municipality of Bluewater re: Reducing Litter and Waste	110 - 111
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10.3 Community Services Executive Committee - August 6, 2019	117 - 118
10.4 Downtown BIA Board of Management Meeting minutes - July 10, 2019	119 - 121
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	

NOTICE OF PUBLIC MEETING

Town of Fort Frances

Zoning Amendment & Removal of 'H' Symbol

TAKE NOTICE that Council will hold a Public Meeting on Monday September 9, 2019 for the purposes of providing information to the public on proposed amendments to the Zoning By-law and removal of 'H' symbol relative to an application received from **Fort Frances Church of the Holy Spirit**.

An application to amend the Zoning By-law (File B6-2019) from **Fort Frances Church of the Holy Spirit** for 1408 Eighth Street East to change the land use from Institutional to Residential R1 and removal of the hold symbol which will permit a single-family residence to be located on the property. A key map of the subject land is located below.

The Town of Fort Frances will hold a public meeting to provide interested parties the opportunity to make comments, identify issues, and provide additional information relative to the proposed amendment. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposal. The public meeting will be held:

Meeting Date: 09 September 2019

Meeting Time: 5:30 p.m. or as soon thereafter as can be accommodated

Meeting Place: Civic Centre, Council Chambers, 320 Portage Avenue, Fort Frances

Individuals making an oral submission at the Public Meeting are requested to submit a written outline to the Town Clerk.

If you wish to be notified of subsequent meetings or the adoption of the proposed Zoning By-law Amendment, or of the refusal of a request to amend the Zoning By-law, you must make a written request to the Clerk's Office, 320 Portage Avenue, Fort Frances, ON P9A 3P9.

Additional information relating to the proposal is available for inspection between 8:30 a.m. and 4:30 p.m. at the Clerk's Office at 807-274-5323 ex. 1215 or by email at lslomke@fortfrances.ca.

KEY MAP



Appeals:

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed the person or public body is not entitled to appeal the decision of the Town of Fort Frances Council to the Local Planning Appeal Tribunal (LPAT).

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal (LPAT) unless, in the opinion of the Board, there are reasonable grounds to do so.

Date of Notice: 22 August 2019

Elizabeth (Lisa) Slomke, Town Clerk /
Interim Municipal Planner
Town of Fort Frances

Page 4 of 121 320 Portage Avenue
Fort Frances, ON P9A 3P9



400 Eighth St. E.
Fort Frances, ON.

P9A 1X5

Aug 22, 2019

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

To Whom It May Concern:

Re: Dumping of raw sewage by Art Hammond at lot behind 400 Eighth St. E., Fort Frances.

In late summer, 2018, an employee of Hammond Landscaping Ltd., told my visitor that the septic tank sewage from the greenhouse/nursery business was being pumped into Hammond's tank truck and that Art Hammond was dumping this raw sewage at the back of the lot behind 400 Eighth St. E. ... the reason being that there was no insurance or licence on the tank truck. When this was related to me by my visitor, I checked the licence plate of the tank truck and the last sticker on the plate had expired Nov. 2015! I have since

witnessed the contents of the office septic tank being pumped into this tank truck and Art Hammond driving the truck to the back of the lot. When I check the truck on my daily walks, I eventually find the back latch on the tank open, indicating the sewage has been dumped (when no one is around) and the truck is usually moved over a bit. Since there is no tell tale 'odour', it can be assumed that Art is either digging a hole to dump the sewage into and then back-filling the hole or mixing the sewage into his topsoil. Art has the equipment and material readily available to do either.

The manager of the greenhouses, Twila Hammond Mac Intosh has to be well aware of where this sewage is being dumped as she tells the employees when the septic tank requires pumping and she is solely responsible for keeping licences and insurance updated on ALL company vehicles and equipment and would therefore know that the sewage is being dumped on site!

On a separate matter: when the green-houses switched from fuel oil to natural gas, Art Hammond upended all of the fuel oil tanks along the west side behind 400 Eighth St. E. to drain the fuel oil from the tanks --- approximately 10 tanks draining fuel oil into the ground! For several days, the smell of fuel was so strong, especially early mornings, I had to keep my house closed up and could not go outside or onto my patio at all without getting an immediate headache and nauseous. This was reported to 'Environment - re spills' at 1-800-268-6060. Someone showed up and talked to Art. Just what tale of 'factual fabrication' Art made up for this person is unknown; however, no proper clean up was conducted to the best of my knowledge.

Does anything of the raw sewage and fuel oil seep into mine and neighbouring sump hole basins --- and where would it go from there? Mine pumps directly into the ditch along Eighth St. I am, on occasion, seeing a bluish rainbow swirl in my sump

basin indicative of gas or fuel contamination.

This spring as the ground thawed and my sump pump started working, I noticed a fuel odour in my basement and in the utility room which is located at the top of the stairs to the basement. I had to open the house and use several fans to get the fuel odour out of the house. However, I cannot leave my house open at night and am waking with a headache and nausea when the odour is present. Fortunately, we have had a dry summer and low water table and my sump pump has not had to be pumping. What happens when the water table raises and my sump pump starts working as usual? With the onset of colder weather, I cannot have my house open! What happens if the fuel fumes build up in the basement of a closed home and the furnace kicks in? Am I sitting on a bomb?

Also, a police officer visited me within the past year, and told me of a new drug that is in town and its effect on users. Upon leaving, this officer

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told me, "keep your doors and windows locked 24/7 and get a dog!" I am a senior living alone. Do I chance an intruder or gas poisoning?

Why wasn't Art Hammond forced to remove the fuel contaminated soil before it leached underground and/or into the nearby ditch?

If I wish to sell my property in the future, will I be facing a costly environmental cleanup? Why are Art and Trida allowed to continue this type of pollution of their property and now neighbouring properties, with NO consequences?

Thank you

Sincerely

Nioma Holden

cc's



Exceptional Performances • www.tourdefort.com



August 2019

Mayor and Council
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 1c9

Dear Mayor Caul and Members of Council,

On behalf of the volunteer board of the Tour de Fort concert series, thank you very much for your sponsorship for the past two seasons. 2018/19 was a very successful year, with passports nearly selling out and great crowds for all the shows. The talent, headlined by 54•40, was incredible and we hope you enjoyed the shows as much as we did. We couldn't have done it without the generosity of sponsors like you!

We are excited about the lineup for the 2019/2020 season, which will feature Carl Dixon (formerly of the Guess Who), Ken Lavigne, The Slocan Ramblers, Benjamin Dakota Rogers, Lion Bear Fox, and the incomparable Molly Johnson. We hope you will join us as a sponsor once again in order to help us continue to provide this exceptional entertainment to our community. Support from local sponsors is critical to the ongoing success of the series, allowing us to keep passport prices affordable and accessible to the widest possible audience.

As a sponsor, the Town of Fort Frances will be acknowledged during the introduction of each of the six performances of the series, and your name and/or logo will be included on printed materials, the Tour de Fort website, and the pre-show slide show. You will also receive tickets to each performance and exclusive invitations to the post-show receptions to meet the artists. Despite the fact that passport prices increased slightly last year, the sponsorship fees remain \$1,500 for the Platinum level (which includes 6 tickets to each show), \$1,000 for Gold (4 tickets), and \$500 for Silver (2 tickets).

Thank you again for your support. If you have any questions or concerns about your sponsorship, please do not hesitate to contact me at 807-271-0073 or lbrockie@yahoo.com.

Sincerely,

Lisa Brockie
Sponsorship Coordinator

Rick Socholotuk
753 Thompson St.
Fort Frances, On
P9A 2W7



September 4, 2019

Dear Mayor Caul & Council

As a citizen of this town for over seventy years, I think it is time we start taking a different approach to providing activities within the town limits.

As stated in an article in the Fort Frances Times, the Rainy River District OPP and the town of Fort Frances advise the public that the operation of off-road vehicles within the town of Fort Frances is illegal as per by-law #46/15. It's evident that we are one of very few communities in Northwestern Ontario and possibly Ontario in general, where this condition exists.

I believe it's important, if we wish to call ourselves a tourist destination, we must offer people who would come here the chance to enjoy an activity that is available in so many other communities in Northwestern Ontario.

ATV and side-by-side operations are family oriented activities and are not restricted by age or physical ability. If the by-law were changed to allow riders access to the streets within the city limits, it could also provide a less-expensive alternative for transportation to some members of our aging population.

I would be more than willing to discuss this issue in person should you wish further input. Let's work together to create a more tourist-friendly vacation destination.

Sincerely

Rick Socholotuk



From: Kimberly Bennett <kbennett@campaign-office.com>

Sent: Thursday, September 5, 2019 9:00 AM

To: Dawn Galusha <dgalusha@fortfrances.ca>

Subject: Manitoba / NW Ontario Command of the Royal Canadian Legion "Military Service Recognition Book"

Hello Dawn,

Thank you for taking a moment to talk with me today. Here is the information you have requested regarding our the 11th Annual "Military Service Recognition Book". This annual publication recognizes those brave individuals who sacrificed so much for the freedoms that we enjoy today. Thousands of copies will be distributed free of charge to all Legion Branches and advertisers, select schools and libraries, and will be available on-line for anyone to view or print. We are profoundly indebted to our Veterans. Their extraordinary service and commitment have afforded us the rights and freedoms that are merely a dream to millions of people around the globe.

The Royal Canadian Legion has honoured these deserving citizens with unwavering support. The Military Service Recognition Book is a fitting tribute to our Veterans and will be an invaluable resource to our young people, whose pride and character will be enhanced by learning about the very important role played by our Veterans, the Royal Canadian Legion, and the contributions of its members and supporters.

As discussed we would like to extend an invitation to **your organization** to show its support to our Veterans through a support advertisement. Our most popular size ad has always been the quarter page colour, this allows space for thanking our veterans for their service and sacrifice, along with recognizing your own company.

If you have any questions or concerns please do not hesitate to contact me at my number listed below, or simply by replying to this email. I will be in contact in a few days for your response. Thank you again for your consideration.

Sincerely,

Kim Bennett

Military Service Recognition Book

Project Office

Manitoba / NW Ontario Command of the Royal Canadian Legion

☎ 1-855-559-5056

<http://www.mbnwo.ca/>

Add Copy mbcl@fenety.com



The Royal Canadian Legion Manitoba/NW Ontario Command

“Military Service Recognition Book”

Dear Sir/Madam:

Thank you for your interest in **The Royal Canadian Legion Manitoba/NW Ontario Command** and the local **Veterans**. Please consider this our written request for your support as per our recent telephone conversation.

Our **Command** is very pleased to be printing our **“Military Service Recognition Book”**, which is designed to recognize and honour many of **Manitoba/NW Ontario’s** brave **Veterans** on an individual basis who have served our Country so well in the past three major world conflicts (WW1, WW2 and the Korean War) and recent conflicts such as Afghanistan. This publication will go a long way to help our Legion in our role as the **“Keepers of Remembrance”**.

It will be distributed to school and university libraries, Legion branches, and many other public facilities in Manitoba and NW Ontario.

We would like to have your organization’s support for this milestone project of our **Manitoba/NW Ontario Command Legion**, by purchasing an advertisement space in our **“Military Service Recognition Book”**. Proceeds raised from this important project will allow us to make this unique publication available throughout the Province and will also benefit the many ongoing community activities of our Legion Command including **Scholarships, Youth Sponsored Programs** and, of course, our ongoing tireless support for **Manitoba/NW Ontario’s Veterans** and their dependants.

Please find enclosed a rate sheet for your review. Whatever you are able to contribute to this worthwhile endeavor would be sincerely appreciated. For further information please contact our **Manitoba/NW Ontario Command Military Service Recognition Book Office** toll free at **1-855-559-5056**.

Thank you for your consideration and/or support.

Sincerely,

Ronn Anderson
President
The Royal Canadian Legion Manitoba/NW Ontario Command



**The Royal Canadian Legion
Manitoba/NW Ontario Command
“Military Service Recognition Book”
Advertising Prices**

<u>AD SIZE</u>	<u>PRICE</u>	<u>GST</u>	<u>TOTAL</u>
Full Color Outside Back Cover	\$1,495.24	+ \$74.76	= \$1,570.00
Inside Front/Back Cover (Full Colour)	\$1,295.24	+ \$64.76	= \$1,360.00
2 Page Full Colour Spread 15.25x9.735	\$1,990.48	+ \$99.52	= \$2,090.00
Full Page (Full Colour) 7x4.735	\$995.24	+ \$49.76	= \$1,045.00
Full Page 7x9.625	\$795.24	+ \$39.76	= \$835.00
½ Page (Full Colour) 7x4.735	\$595.24	+ \$29.76	= \$625.00
½ Page 7x4.735	\$495.24	+ \$24.76	= \$520.00
¼ Page (Full Colour) 3.375x4.735	\$395.24	+ \$19.76	= \$415.00
¼ Page 3.375x4.735	\$295.24	+ \$14.76	= \$310.00
1/10 Page (B/Card Full Colour) 3.375x1.735	\$223.81	+ \$11.19	= \$235.00
1/10 Page (Business Card) 3.375x1.735	\$195.24	+ \$9.76	= \$205.00

G.S.T. Registration # 107933665RT0001

All typesetting and layout charges are included in the above prices.

A complimentary copy of the Military Service Recognition Book will be received by all advertisers purchasing space of 1/10 page and up, along with a Certificate of Appreciation.



PLEASE MAKE CHEQUE PAYABLE TO:

MB/NW Ontario Command
The Royal Canadian Legion
(MB RCL)
P.O.Box 1967 Stn. Main
Winnipeg, MB R3C 3R2
Tel (Toll Free): 1-855-559-5056



TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an agreement with The Miller Group awarded through a tender process)

WHEREAS on August 9, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Tender for Municipal Household Hazardous Waste Event Services to The Miller Group (Tender No. 19-OF-05);

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

- 1. That pursuant to the award of the tender under 19-OF-05, 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 9th day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

(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 City or Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

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

1. The Tenderer shall perform and complete the Work:
 - (a) To, and for, the benefit and satisfaction of each City or Town, in accordance with the Tender Documents;
 - (b) For the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The City or 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 Tender Documents. Each City or Town shall pay on account thereof upon the approval of the City Manager, Operations and Facilities Division (in the Tender Documents the City or Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If any City or 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.
5. 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 Tenderer or the Tenderer's business or any part thereof; or
 - (b) A petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) The Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

Any City or 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 Tender 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 City or Town.

8. The municipality reserves the right, without cause and without penalty, to assign the contract to Stewardship Ontario with a minimum 60 days notice.
9. The municipality shall reserve the right, without cause and without penalty, to assign the requirements for payment of any or all parts of the contract to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. Should this occur, the successful Proponent shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable for payment for any of the MHSW items that have been assigned to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable. All of the same Terms and Conditions of payment that apply to the municipality shall apply to Stewardship Ontario or other Industry Stewardship Organization (ISO) as applicable should any of these items be assigned to Stewardship Ontario.
10. 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
 - (i) In case of notice to the Town, as follows:

Town of Fort Frances
 320 Portage Avenue
 Fort Frances, ON
 P9A 3P9
 (807)274-5323
 Fax No. (807)274-8479

- (ii) In case of the Contractor, as follows:

Miller Environmental Corporation
1803 Hekla Ave
Winnipeg, MB
R2R 0K3

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered 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:

Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

The Corporation of the Town of Fort Frances

per: _____

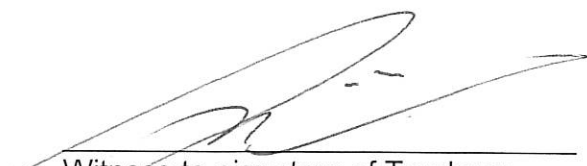
per: _____
I/we have authority to bind the Town.

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, Miller Environmental Corporation
shall and does hereby agree and confirm that:

1. It is aware that all of the City or Town's place 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 Tenderer 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 Tenderer 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 Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the City or 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.


 Witness to signature of Tenderer

Print name of Witness:

Lindsay Seibel

SIGNATURE OF CONTRACTOR:



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

PRINT NAME AND TITLE OF PERSON SIGNING:

Annette Woodroffe, Sales + Marketing Rep.

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Miller Environmental Corporation

Address of Witness:

1803 Hekla Ave

Winnipeg, MB R2R0K3

Address of Contractor:

1803 Hekla Ave

Winnipeg, MB, R2R0K3

Phone Number of Witness:

204-925-9600

Phone Number of Contractor:

204-925-9600

Fax Number: 204-925-9601

Cell Number: 204-299-8190

The Corporation of the Town of Fort Frances
per: _____

per: _____

I/We have authority to bind the Town.

Date: _____, 2019

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an agreement with Infratech Services awarded through a tender process)

WHEREAS on August 9, 2019, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the Tender for 2019 Zoom Camera Inspection of Storm Sewers to Infratech Solutions (Tender No. 19-OF-07);

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

1. That pursuant to the award of the tender under 19-OF-07, 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 9th day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2**AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 2019.

BETWEEN:

(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 Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

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

1. The Tenderer shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
 - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. 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 Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager of Operations and Facilities (in the Tender Documents the Town Manager of Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. 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.
5. 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 to the Tenderer or the Tenderer's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (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 Tender 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:

Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number:

Cell Number:

The Corporation of the Town of Fort Frances

per:

per:

I/we have authority to bind the Town

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, _____
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 Tenderer 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 Tenderer 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 Tenderer shall be solely responsible for, and the Tenderer 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 CONTRACTOR:

Witness to signature of Tenderer

Print name of Witness:

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

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number: _____

Cell Number: _____

The Corporation of the Town of Fort Frances
per:

per:

I/we have authority to bind the Town

Date: _____, 2019.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a By-Law to authorize an exemption from the requirements of The Planning Act as they apply – The Condominium Act, 1998, Section 9(6))

WHEREAS the authority for approving plans of subdivisions and condominiums was delegated to the Town of Fort Frances by Order of the Minister of Municipal Affairs and Housing on November 16, 1999.

AND WHEREAS section 9(6) of The Condominium Act, R.S.O. 1998, C.19 provides for an exemption from the provisions of section 51, 51.1 of The Planning Act as they apply to the approval of condominium descriptions.

AND WHEREAS 1995031 Ontario Ltd. (Riverfront Condominiums) is the registered owner of the property known as 201 Minnie Avenue in the Town of Fort Frances and proposes to create a Standard Condominium.

AND WHEREAS a request has been made pursuant to section 9(6) of The Condominium Act for exemption from the provisions of sections 51 and 51.1 of The Planning Act as they apply.

AND WHEREAS Council of the Town of Fort Frances at its meeting held August 12, 2019 received and approved a report and recommendation of the Planning and Development Executive Committee that the request be approved as this proposal meets the criteria for which an exemption is appropriate.

AND WHEREAS the Council of the Town of Fort Frances deems it appropriate and in the public interest to approve the “Plan of Condominium” as presented.

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

1. The Plan of Condominium as prepared by Peter deHaan dated June 29, 2018 in the form of Schedule “A” attached to and forming a part of this By-Law be given approval.
2. That the Town of Fort Frances exempt Plan of Condominium from the approval requirements of The Planning Act pursuant to section 9(6) of The Condominium Act, for 201 Minnie Avenue, more particularly described as:

Pcl 11-1 Sec SM129; Lt 12 PL SM129 McIrvine; Lt 13 PL SM129 McIrvine; Lt 14 PL SM 129 McIrvine; Pt Lt 11 PL SM 129 McIrvine being the Sly 17 ft; Pt Lane PL SM 129 McIrvine closed by FF1408 abutting the Sly 17 ft of Lt 11, and Lots 12, 13 and 14 and the E Limit of Lt 15, PL SM 129; Fort Frances

3. This By-Law shall come into force and take effect upon the final passing thereof.

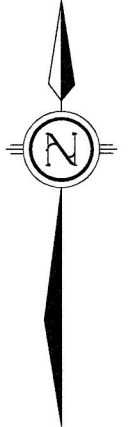
READ THREE TIMES and finally passed in open Council this 9th day of September, 2019.

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN OF
 LOTS 12,13,&14
 PART OF LOT 11
 PART OF LANE (CLOSED BY BY LAW 1492)
 REGISTERED PLAN SM-129
 TOWN OF FORT FRANCES
 DISTRICT OF RAINY RIVER

0 5 10 15 20m
 SCALE 1 : 200



METRIC

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ARE GROUND DISTANCES AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99997937.

BEARINGS

BEARINGS ARE UTM GRID, DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO UTM ZONE 15 NAD83 (CSRS, 2010.0).

LEGEND

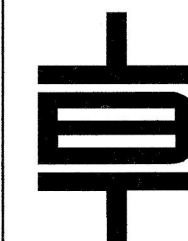
P1	DENOTES PLAN 48R-3445
PIN	DENOTES PROPERTY IDENTIFIER NUMBER
PB	DENOTES PLASTIC BAR
LT	DENOTES LAND TITLES DIVISION
R	DENOTES REGISTRY DIVISION
IB	DENOTES IRON BAR
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
DHO	DENOTES DEPARTMENT OF HIGHWAYS, ONTARIO
OU	DENOTES ORIGIN UNKNOWN
WIT	DENOTES WITNESS
MEAS	DENOTES MEASURED
S	DENOTES SET
ORP	DENOTES OBSERVED REFERENCE POINT
CSRS	DENOTES CANADIAN SPATIAL REFERENCE SYSTEM
P	DENOTES PARKING STALL
→	DENOTES DRAINAGE DIRECTION
XXXX	DENOTES DESIGN GRADE
xxx-xx	DENOTES EXISTING GRADE
⊙	DENOTES LIGHTING
⊗	DENOTES CURB STOP
●	DENOTES LIFT STATION
▨	DENOTES STRAW BALES/ SEDIMENT CONTROL

BM
 ♦ TOP OF OPERATING NUT
 339.09

CB
 338.04

WV
 338.20

CB
 338.12



TBT ENGINEERING
 CONSULTING GROUP

TBT SURVEYORS INC. - A WHOLLY OWNED DIVISION OF TBT ENGINEERING LIMITED

1918 YONGE STREET, THUNDER BAY, ON P7E 6T9
 T: (807) 624-5160 F: (807) 624-5161 www.tbte.ca

DRAWN BY: Z.W.

CHECKED BY: PdeH

PROJECT No.: 17-428

DATED: JUNE 29, 2018

TOWN OF FORT FRANCES

BY-LAW NO. 41/08-A

(Being a by-law to amend the site plan agreement with Borderland Hotel o/a Fort Frances Super 8)

WHEREAS pursuant to By-Law No. 41/08 enacted June 23rd, 2008, lands municipally known as 810 King’s Highway being developed by Borderland Hotel o/a Fort Frances Super 8 were brought under development controls;

AND WHEREAS Council at its meeting October 9, 2018 received and approved a report from the Chief Building Official / Municipal Planner respecting the request for amendment to site plan to provide for the construction of a 24-room addition to the north side of the existing hotel;

AND WHEREAS the requested amendment is in conformance with the Official Plan of the Town of Fort Frances, as contained within By-law 63/11 (as amended);

AND WHEREAS the requested amendment is in conformance with the Zoning By-law of the Town of Fort Frances as contained within By-law 03/14 (as amended);

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

1. THAT the executed amending Site Plan Agreement – Schedule ‘A’ attached to and forming part of this by-law.
2. THAT the site plan to By-law 41/08 be amended as shown on Schedule ‘B’ attached to and forming part of this by-law.
3. That all other terms and conditions save those amended by this by-law shall be in force and effect as outlined in the original By-law 41/08.

This by-law shall come into full force and effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9th day of September 2019.

June Caul, Mayor

Elizabeth Slomke, Clerk

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019.

B E T W E E N:

**1417409 Ontario Inc. (Borderland
Hotel)
o/a Fort Frances Super 8
(the “Owner”)**

- and -

The Corporation of the Town of Fort
Frances (the “Municipality”)

WHEREAS:

- A. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, an expansion onto the existing hotel operations (herein sometimes referred to as the “Development” or “Proposed Development”);
- B. By an application received _____, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- C. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- D. The Owner has submitted to the Municipality the Plans and Drawings in respect of such Proposed Development by the Owner of the Lands; and
- E. s. 41(10) of the Planning Act which permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 810 King’s Highway, legally described as MCIRVINE RIVER RANGE PT LOT;39 RP 48R2376 PARTS 1 TO 3;PCL 962.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (b) **Schedule 2** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (c) **Schedule 3** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**1417409 Ontario Inc. (Borderland Hotel)
o/a Fort Frances Super 8**

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:

- (a) Application for site plan;
- (b) Preparation of this agreement;
- (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
- (d) All legal / lawyer fees and disbursements;
- (e) Engineer / engineering fees and disbursements;
- (f) Planning / planner fees and disbursements;
- (g) Municipal staff time;
- (h) All Land title fees and charges;
- (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
- (j) HST and any other taxes applicable on or to any of the above.

Schedule 2

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	Letter of Credit required of \$50,000.00
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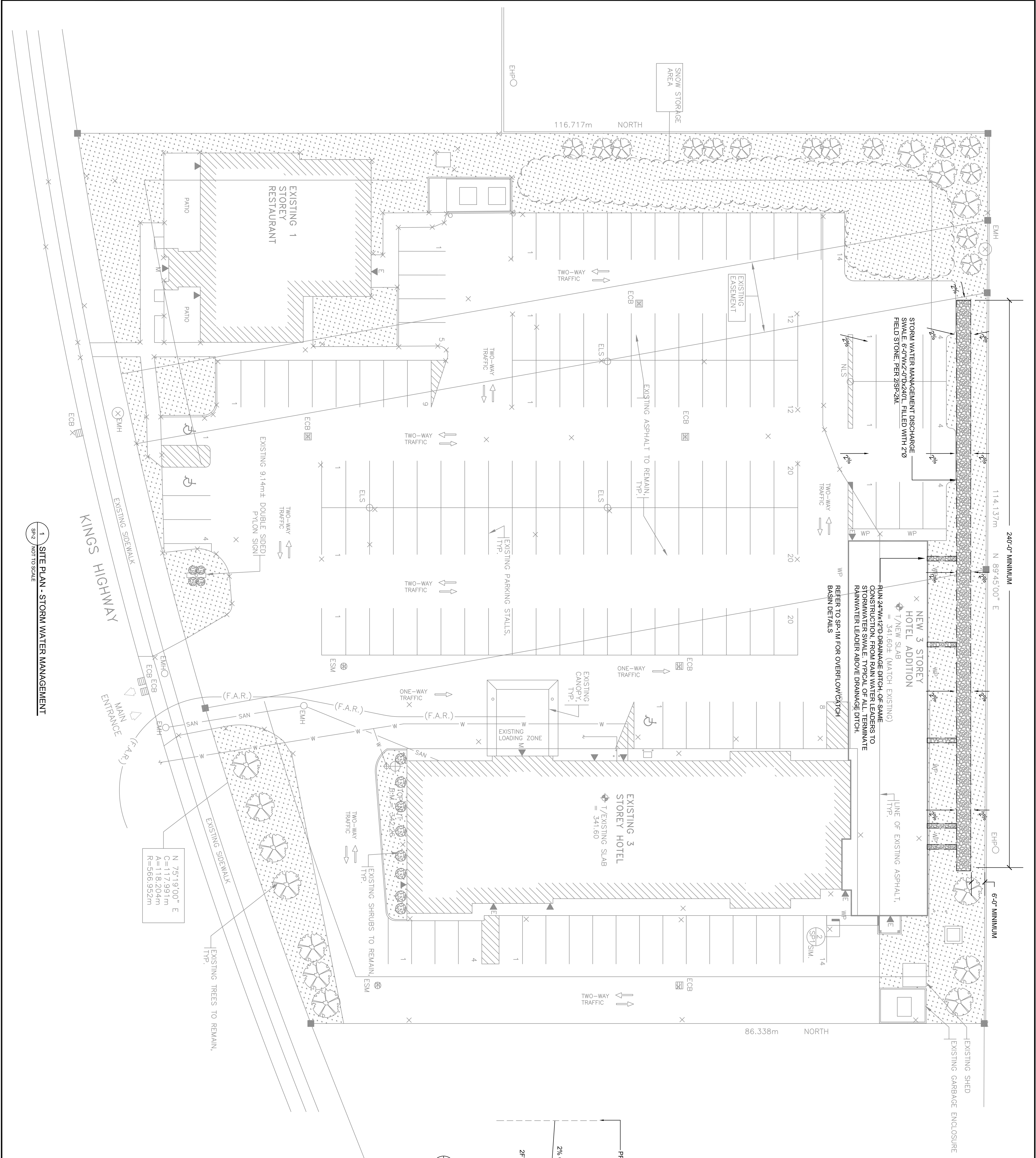
** If project value changes, then Letter of Credit value will be amended accordingly.

Schedule 3

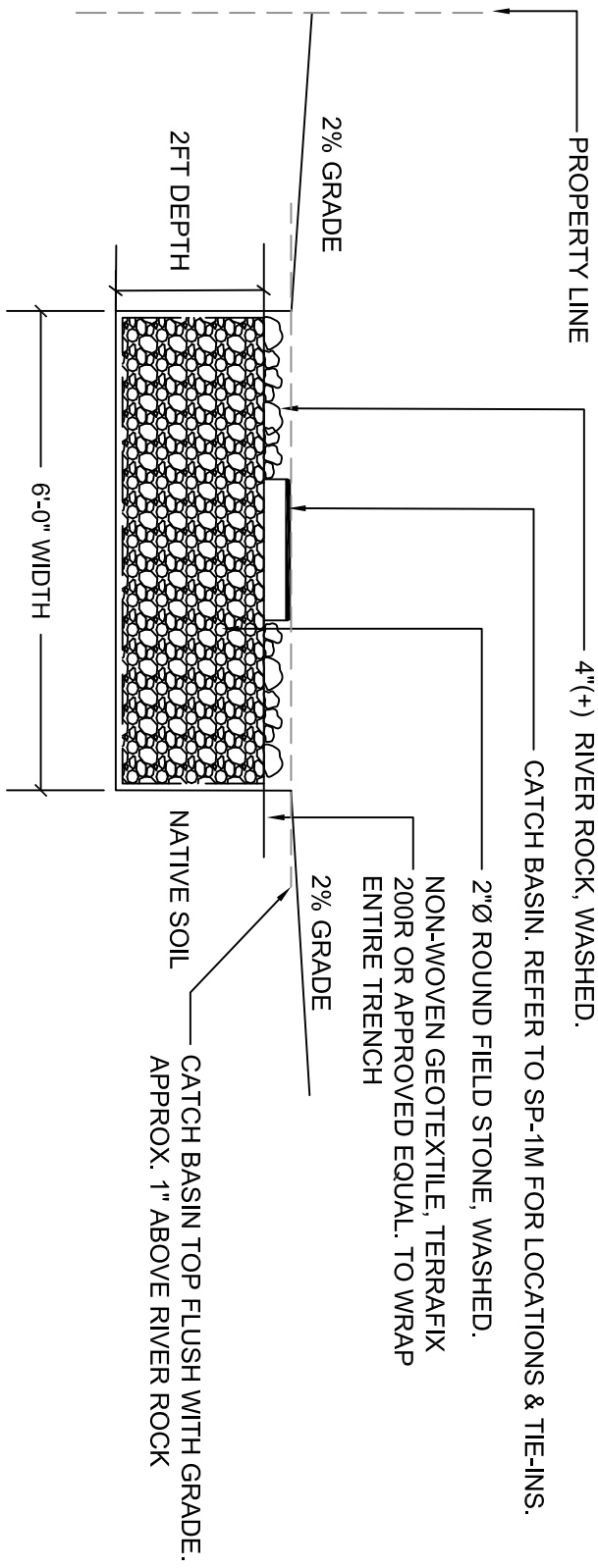
Reduction or Release of Security

Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 7, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.



2 DETAIL - STORMWATER DISCHARGE SWALE



EXISTING SITE COVERAGE SUMMARY				
SURFACE	Area		Runoff Coefficient	
	ft ²	m ²	ha	Q (L/s)
EXISTING HOTEL	12,150	1,129	0.1128	35
EXISTING RESTAURANT	5,314	494	0.0490	15
EXISTING PAVED SURFACE	75,427	7,007	0.7007	214
EXISTING GREEN SPACE	34,677	3,222	0.3222	22
SITE	127,568	11,852	0.1185	286

NEW SITE COVERAGE SUMMARY				
SURFACE	Area		Runoff Coefficient	
	ft ²	m ²	ha	Q (L/s)
EXISTING HOTEL	12,150	1,129	0.1128	35
EXISTING RESTAURANT	5,314	494	0.0490	15
NEW PAVED SURFACE	78,828	7,323	0.7323	224
NEW GREEN SPACE	25,673	2,404	0.2404	16
HOTEL ADDITION	5,403	502	0.0502	15
SITE	127,568	11,852	1.1852	305

STORMWATER MANAGEMENT CALCULATIONS:
LOT AREA = 11,852 ha (11,852m²)
WATER RETENTION = 305 - 286 L/s = 19 L/s (301 GPM)
RAINFALL INTENSITY: 122.3 mm/hr FOR 100-YEAR EVENT DURATION USED: 15 MIN.
RETENTION REQUIRED = 301 GPM * 15 MIN. = 4,515 GAL.
USING TRENCH W/2" FIELD STONE: 0.4 FACTOR
REVISED RETENTION REQUIRED = 4,515 GAL / 0.4 = 11,288 GAL (1,508 FT³)
RETENTION PROVIDED = 1,432 FT³ * 2'-0" = 2,864 FT³



2	ISSUED FOR SITE PLAN CONTROL, REV 2	SV	10/22/18
1	ISSUED FOR SITE PLAN CONTROL, REV 1	SV	10/18/18
0	ISSUED FOR SITE PLAN CONTROL	SV	10/05/18
Rev.	REVISION	BY	DATE

RVN Group Ltd.

THUNDER BAY, ON | (807) 625-5430 | info@rvn.ca



PROJECT

SUPER 8 BUILDING ADDITION
810 KINGS HWY
FORT FRANCES

ONTARIO

DRAWING TITLE

SITE SERVICE
STORMWATER MANAGEMENT PLAN

DRAWING No.

SP-2M

DATE

OCTOBER 22, 2018

CHECKED BY

SV

SCALE

AS NOTED

REV. No.

2

TOWN OF FORT FRANCES

BY-LAW NO. 56/09 - A

(Being a By-Law to amend by-law 56/09, being a by-law to establish a Site Plan Control Area and authorize entering into a site plan agreement as a condition of development – *The Planning Act*, Section 41)

WHEREAS the Town of Fort Frances has an Official Plan in effect which designates the entire Town as Site Plan Control Area

AND WHEREAS Council, at it’s meeting held July 13, 2009 approved a recommendation from the Municipal Planner, supported by the Planning and Development Executive Committee, that the site plan and Site Plan Control Agreement between the Corporation of the Town of Fort Frances and the Rainy River District School Board be approved.

AND WHEREAS Council, at it’s meeting held August 12, 2019 approved a report from the Interim Municipal Planner, supported by the Planning & Development Executive Committee, that the site plan and site plan control agreement between the Corporation of the Town of Fort Frances and the Rainy River District School Board be amended.

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

1. THAT the amending Site Plan Agreement – Schedule ‘A’ attached to and forming part of this by-law be executed by the Mayor and Clerk.
2. THAT the site plan for lands municipally known as **528 Second Street East** are amended as shown on Schedule “B” attached to and forming part of this by-law.
3. THAT all other terms and conditions save those amended by this by-law shall be in force and effect as outlined in the original By-law 56/09.
4. That this By-Law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9th day of September 2019.

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019.

B E T W E E N:

Rainy River District School Board
(the “Owner”)

- and -

The Corporation of the Town of Fort
Frances (the “Municipality”)

WHEREAS:

- A. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a redesign of a portion of Robert Moore School which requires amendment to parking and traffic flow (herein sometimes referred to as the “Development” or “Proposed Development”);
- B. By an application received July 29, 2019, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- C. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- D. The Owner has submitted to the Municipality the Plans and Drawings in respect of such Proposed Development by the Owner of the Lands; and
- E. s. 41(10) of the Planning Act which permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 528 Second Street East.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (b) **Schedule 2** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (c) **Schedule 3** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals
duly attested to by their proper signing officers in that behalf.

Rainy River District School Board

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

Schedule 1

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:

- (a) Application for site plan;
- (b) Preparation of this agreement;
- (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
- (d) All legal / lawyer fees and disbursements;
- (e) Engineer / engineering fees and disbursements;
- (f) Planning / planner fees and disbursements;
- (g) Municipal staff time;
- (h) All Land title fees and charges;
- (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
- (j) HST and any other taxes applicable on or to any of the above.

Schedule 2

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	Letter of Credit required of \$25,000.00 (project value of \$500,000.00 x 5%)
--	---

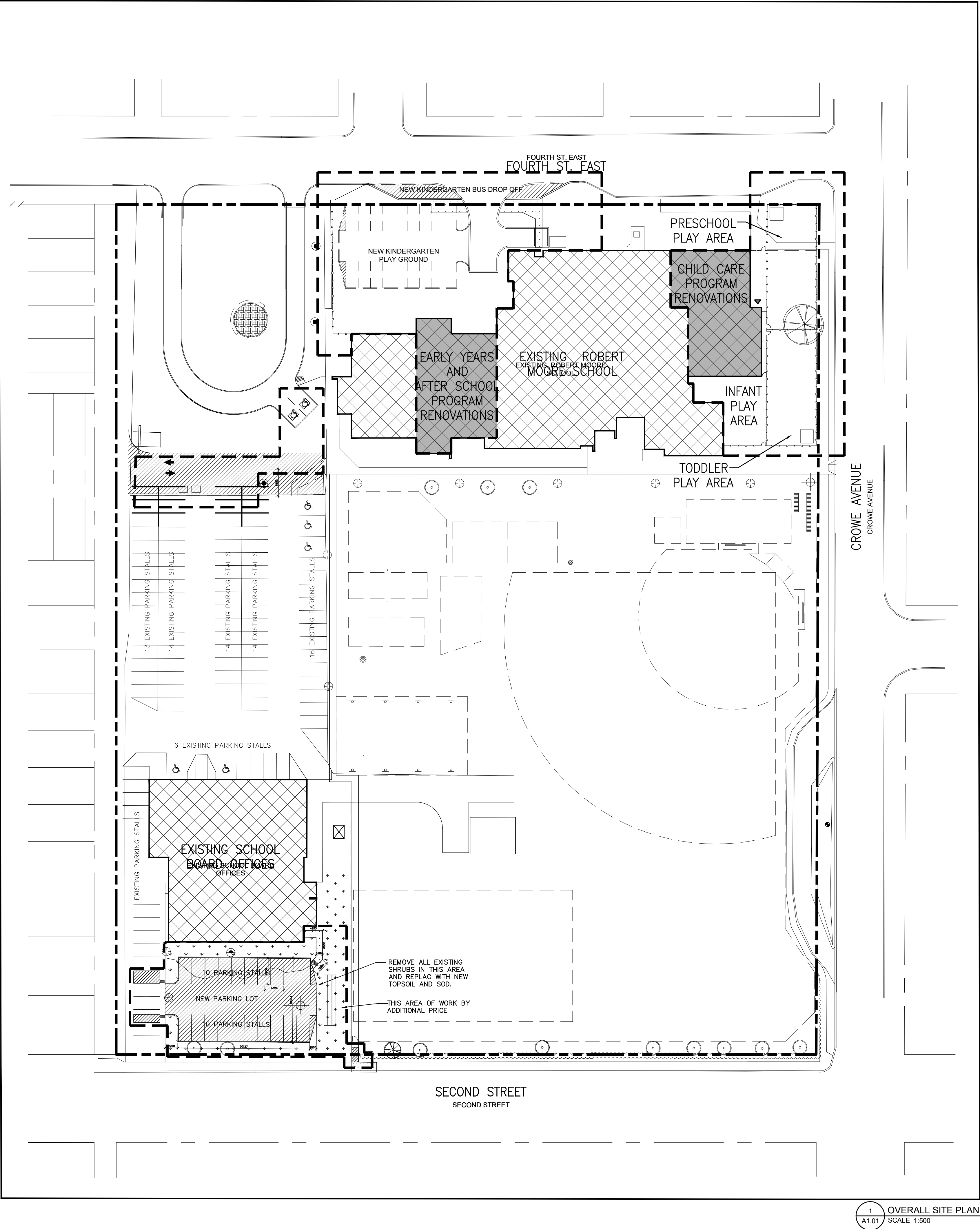
** If project value changes, then Letter of Credit value will be amended accordingly.

Schedule 3

Reduction or Release of Security

Application for Reduction of Securities

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
2. Upon receipt by the Municipality of all the documents identified and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).
3. Upon the satisfactory completion of the Maintenance period and the receipt by the Municipality of all the documents identified and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.



- NOTES:
1. EXISTING ROBERT MOORE SCHOOL ON SAME PROPERTY TO REMAIN OPERATIONAL UNTIL THE END OF THE SCHOOL YEAR 2018-2019 AND RESUME IN THE NEW SCHOOL YEAR OF 2019-2020. UNDER NO CIRCUMSTANCES SHALL ANY WORK UNDER THIS CONTRACT INTERFERE WITH THE DAILY OPERATION OF THE ROBERT MOORE SCHOOL UNLESS SPECIFICALLY OUTLINED ELSEWHERE IN THE CONTRACT DOCUMENTS. SEE SITE PLAN FOR STAGED EXTENT OF CONTRACT LINE.
 2. ALL SOFT LANDSCAPING WITHIN EXTENT OF CONTRACT TO BE FINISHED WITH NEW 100MM TOPSOIL AND GRASS SOD. SHOULD NEW WORK EXTEND PAST THE EXTENT OF CONTRACT AREA MAKE GOOD ALL SOFT LANDSCAPING AS REQUIRED WITH NEW 100MM TOP SOIL AND GRASS SEED UNLESS OTHERWISE NOTED.
 3. REFER TO CIVIL ENGINEERING DRAWINGS FOR ALL SITE GRADING, SITE SERVING, SIDEWALK DETAILS, ASPHALT DRIVES AND PARKING DETAILS.
 4. ALL MECHANICAL, ELECTRICAL AND CIVIL ENGINEERING WORK INDICATED IN THE ARCHITECTURAL SITE PLAN IS FOR COORDINATION PURPOSES BETWEEN TRADES ONLY. REFER TO MECHANICAL, ELECTRICAL AND CIVIL DRAWINGS FOR ALL SITE WORK RELATED TO THEIR PARTICULAR DISCIPLINE. GENERAL CONTRACTOR IS TO REPORT ANY OMISSIONS OR DISCREPANCIES BETWEEN THIS DRAWING, THE RELATED ENGINEERING DRAWINGS OR ACTUAL ON SITE CONDITIONS TO THE CONSULTANT AND RECEIVE A RESPONSE BEFORE PROCEEDING WITH THE WORK.
 5. SEE SITE PLAN DRAWING FOR EXTENT OF WORK ADJACENT SIOUX MOUNTAIN SCHOOL PARKING FOR SCHEDULING OF WORK.
 6. SITE BOUNDARY / PROPERTY LINES AND BUILDING LOCATION TO BE CONFIRMED BY THE CONTRACTOR BY A LICENSED ONTARIO LAND SURVEYOR PRIOR TO STARTING THE WORK.
 7. ADDITIONAL-SEPARATE PRICING -REFER TO TENDER FORM WITH REGARDS TO ADDITIONAL AND SEPARATE PRICING.
 8. REFER TO LANDSCAPE ARCHITECT DOCUMENTS FOR SITE WORK AT CHILD CARE PLAY AREAS. COORDINATE WITH CIVIL AND ARCHITECTURAL DOCUMENTS.
 9. LOCATIONS OF SITE BOUNDARY / PROPERTY LINES, NEW AND EXISTING BUILDING LOCATIONS AND PRELOAD TO BE CONFIRMED BY THE CONTRACTOR BY A LICENSED ONTARIO LAND SURVEYOR (OLS) PRIOR TO STARTING THE WORK. CONFIRM ALSO BENCHMARK ELEVATIONS.

- LEGEND:
- EXISTING FACILITY TO REMAIN
 - NEW CONCRETE WALK
SEE CIVIL DRAWINGS
 - NEW ASPHALT
SEE CIVIL DRAWINGS
 - DEMOLITION OF EXISTING
 - EXTENT OF CONTRACT
 - PROPERTY LINE
 - NEW TOP SOIL AND SOD

CRITCHLEY HILL
ARCHITECTURE

CRITCHLEY HILL ARCHITECTURE INC.
NORTH BAY ONTARIO 705.995.2391 CRITCHLEYHILL.CA

Project:
RAINY RIVER DISTRICT SCHOOL BOARD
ROBERT MOORE SCHOOL CHILDCARE ADDITION
528 SECOND STREET EAST
Fort Frances, ON

Drawn By:
ARL

Scale:
AS NOTED

Date Plotted:
Aug 06, 2019

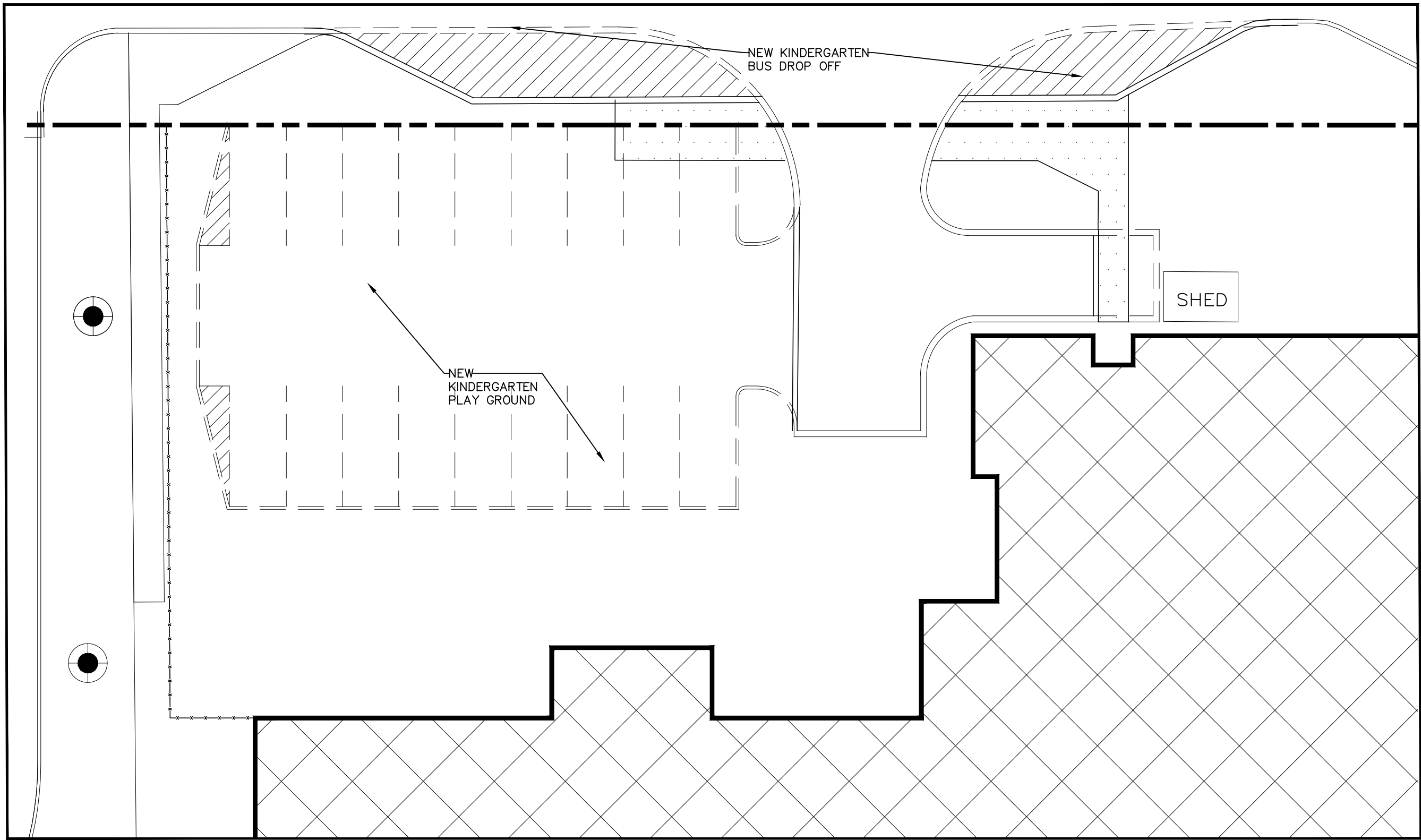
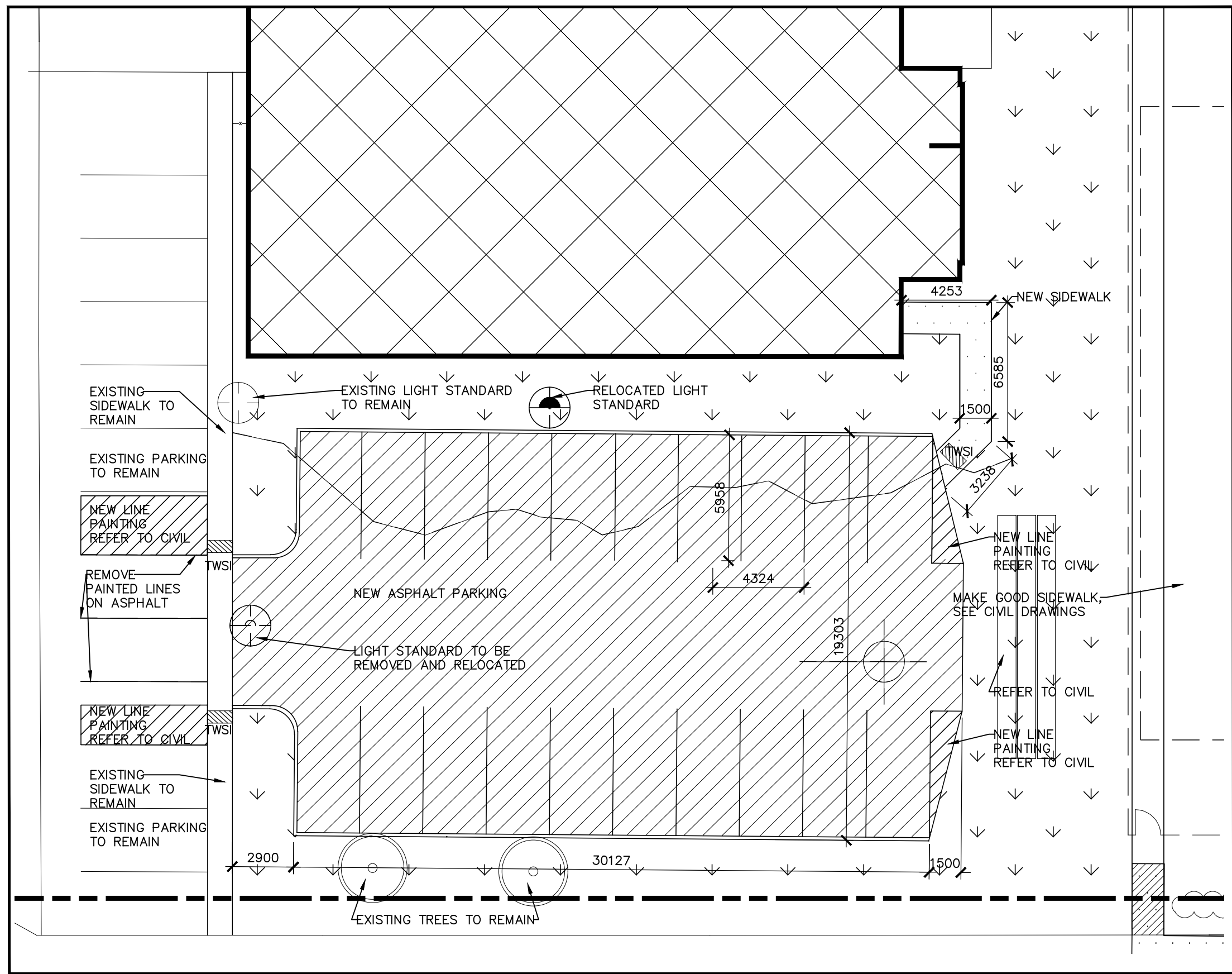
Date Revised:
Oct. 25, 2018

Drawing No:
A1.01

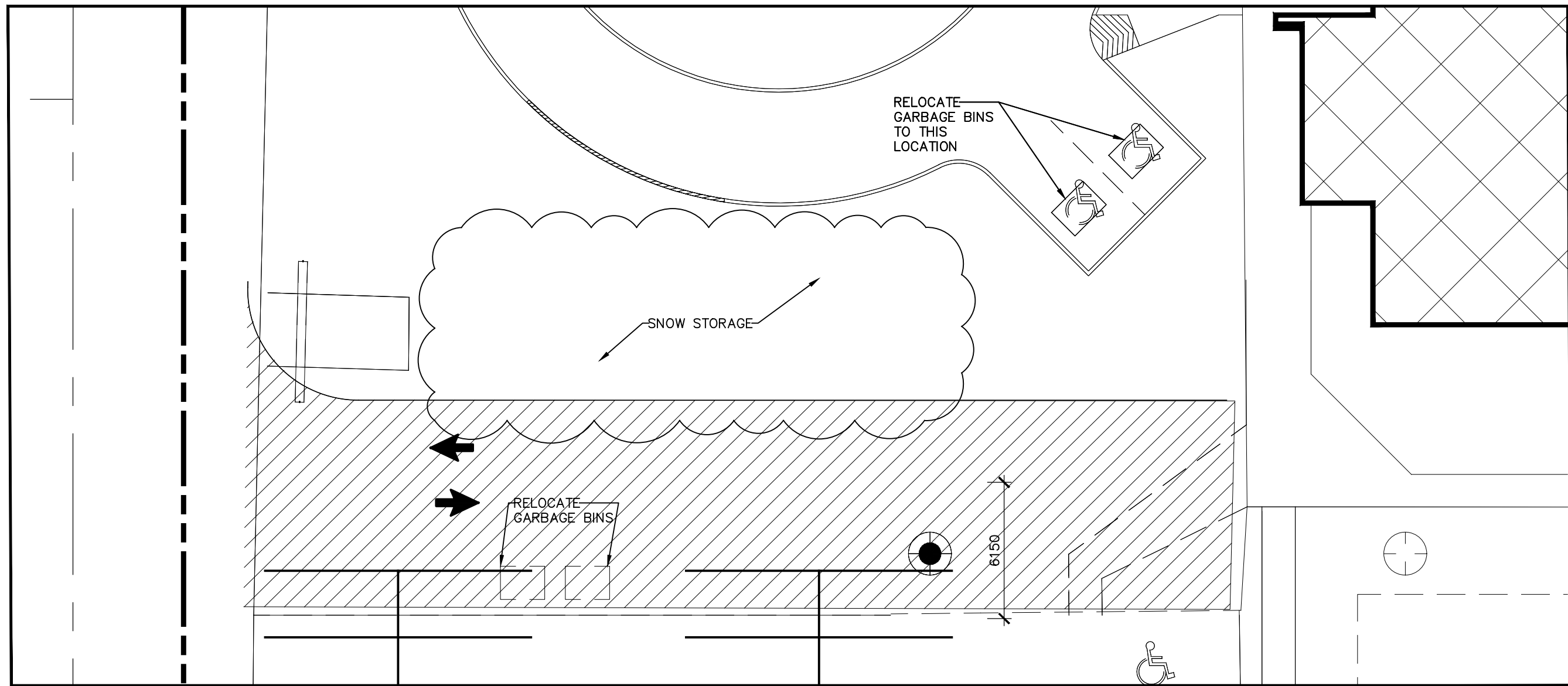
Drawing Title:
OVERALL SITE PLAN

Checked By:
ICH

Project No:
1825



2 PARTIAL SITE PLAN
A1.01 SCALE 1:200



2 PARTIAL SITE PLAN
A1.01 SCALE 1:200

LEGEND:

- EXISTING STRUCTURE
- DEMOLITION OF EXISTING SIDEWALK, SEE CIVIL DRAWINGS
- NEW CONCRETE WALK, SEE CIVIL DRAWINGS
- NEW ASPHALT, SEE CIVIL DRAWINGS
- NEW TOP SOIL AND SOD
- EXISTING FENCE
- NEW FENCE PER LANDSCAPE DRAWINGS
- PROPERTY LINE
- BUILDING SET BACK LINE
- DEMOLITION OF EXISTING
- NEW LIGHT STANDARD, SEE ELECTRICAL DRAWINGS
- EXISTING LIGHT STANDARD,
- BUILDING ENTRANCES
- BARRIER FREE BUILDING ENTRANCES
- NEW TREE
- EXISTING TREE

Do not scale from this drawing. The Constructor shall verify all actual on site dimensions and report any discrepancies to the Consultant prior to proceeding with the work.

CRITCHLEY HILL ARCHITECTURE

CRITCHLEY HILL ARCHITECTURE INC.
NORTH BAY ONTARIO 705.995.2391 CRITCHLEYHILL.CA

Project: RAINY RIVER DISTRICT SCHOOL BOARD
ROBERT MOORE SCHOOL CHILDCARE ADDITION
528 SECOND STREET EAST
Fort Frances, ON

Drawing Title: PARTIAL SITE PLANS AND DETAILS

Drawn By: ARL
Scale: AS NOTED
Date Plotted: Aug 06, 2019
Date Revised: Oct. 25, 2018
Drawing No: A1.02

Checked By: ICH
Project No: 1825

TOWN OF FORT FRANCES

BY-LAW NO. 30/19

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with United Native Friendship Centre - *The Planning Act*, Section 41)

WHEREAS Section 41 of the Planning Act, R.S.O. 1990, delegates authority to local municipal councils for matters within their jurisdiction for Site Plan Control Approval and to enter into agreements thereunder;

AND WHEREAS the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area.

AND WHEREAS Council of the Town of Fort Frances at its meeting held August 12, 2019 approved the report from E. Slomke, Town Clerk / Interim Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 821 McIrvine Road as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 821 McIrvine Road, Fort Frances (**add legal description here) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule ‘A’ attached hereto between United Native Friendship Centre and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 9th day of September 2019.

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019.

B E T W E E N:

United Native Friendship Centre
(the “Owner”)

- and -

The Corporation of the Town of Fort Frances
(the “Municipality”)

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, a day nursery (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application received July 16, 2019, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner and the Municipality (collectively the “Parties”, individually a “Party”) hereto agree one with the other as follows:

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 821 McIrvine Road, more particularly described in **Schedule 1** attached hereto.

Schedules

- 2. The following Schedules are attached hereto and form part of this Agreement:
 - (a) **Schedule 1** being a description of the Lands affected by this Agreement;
 - (b) **Schedule 2** being a Solicitor’s Certificate of ownership of the Lands, which certificate shall be provided to the Municipality within 10 days of the request by the Municipality therefor;
 - (c) **Schedule 3** being a schedule of financial obligations of the Owner payable upon execution of this Agreement or as otherwise provided;
 - (d) **Schedule 4** being a list of the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) as filed by the Owner with the Municipality as may be, with the approval of the Municipality, revised at any time and from time to time;
 - (e) **Schedule 5** being a schedule of letters of credit (which shall be in form and substance satisfactory to the Municipality) to be obtained and filed with the Municipality by the Owner on or before execution of this Agreement; and
 - (f) **Schedule 6** being a schedule for the release/reduction of letters of credit by the Municipality to the Owner.

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Definitions

3. In this Agreement:

- (a) "Agreement" means this Agreement and any Schedules referred to in it or attached to it, as may be amended from time to time. The recitals to, and the Schedules attached to this Agreement shall be considered integral parts of it.
- (b) "Construction Lien Act" means the Construction Lien Act, R.S.O. 1990, c. C.30, as amended, including successor legislation.
- (c) "Municipal Act" means the Municipal Act, 2001, S.O. 2001, c.25, as amended, including successor legislation.
- (d) "Person" means an individual, association, partnership, syndicate, firm, organization, foundation, trust, estate, governmental authority, corporation, trustee, agent, or any other entity, and the heirs, administrators, executors, assigns and other legal representatives of any such person to whom the context may apply according to law.
- (e) "Planning Act" means the Planning Act, R.S.O. 1990, c. P.13, as amended, including successor legislation.
- (f) "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 4** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and otherwise of the Owner to construct or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (i) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings or to any changes to design, construction, and otherwise as may be shown or contemplated therein and thereby; and
- (ii) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable or required to be obtained from any and all authorities having jurisdiction.
- (g) "Security" means any and all letters of credit, cash, and other security provided or to be provided the Municipality under or pursuant to the provisions of this Agreement in order to guarantee compliance with all conditions and things to be done or performed or caused to be done and performed by the Owner under or pursuant to this Agreement.
- (h) "Works" means any and all buildings, structures, works, services, facilities and matters and otherwise (and whether internal or external to the Lands) referred to or required by or under this Agreement.

Terms and Conditions - General

4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of a day nursery. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

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- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, and all other applicable laws and requirements of all authorities having jurisdiction, is mandatory;
- (f) covenants and agrees not to convey a part or to further divide the Lands, except in pursuance of the Planning Act or any other similar legislation;
- (g) covenants and agrees that, unless otherwise determined by the Municipality in its sole and unfettered discretion, neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands, the Works, or otherwise;
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall, prior to the reduction or release of any Security, be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings. The certificate, or certificates, shall be in a format acceptable to the Municipality in its sole and unfettered discretion;

- (j) covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until:
 - (i) all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws and all other applicable law and requirements of all authorities having jurisdiction;
 - (ii) all water and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating in accordance with the conditions established by the Municipality; and
 - (iii) an occupancy permit has been issued.

To ensure compliance with this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality may draw upon any Security the Owner has provided to the Municipality if, in the opinion of the Chief Building Official of the Municipality, a building or part thereof is occupied contrary to the said provision.

In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of this paragraph 4(j) of this Agreement, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be stopped from opposing such application on the part of the Municipality;

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) covenants and agrees that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to the Lands. In the event that any of the internal Works are not being

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maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
 - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermain as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
 - (o) To design, obtain approval in respect of, construct, install and maintain, in

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accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.

- (p) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.
 - (q) To provide regular removal of snow from the site and that the parking spaces and landscaping areas will not be used for the stockpiling of snow.
 - (r) To provide an environmental clearance certificate certified by a professional engineer or equivalent to the Municipality that any lands to be conveyed to the Municipality under this Agreement are environmentally suitable for their proposed use in accordance with any laws or guidelines from the Ministry of Environment or successor branch or agency (herein, "MOE").
 - (s) to file with and provide to the Municipality, forthwith upon:
 - (i) completion of any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
 - (ii) completion of any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set, complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
 - (iii) completion of the Proposed Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates;
 - (t) To provide, during all hours of construction, competent on-site supervision of all Works required to be done on all public and private lands and building or other construction to be undertaken in or on the Lands.
 - (u) To erect proper gates, signs, and protections surrounding or in respect of the Works and any construction on the Lands and to maintain same until final completion of construction.
 - (v) That all roof-top equipment shall be adequately screened from view to the satisfaction of the Municipality.
 - (w) To ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging or construction. The Owner shall be solely responsible for and pay all costs and expenses associated with any damage to any utility infrastructure and the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner or its agents, assigns, employees, contractors, subcontractors, or other representatives or Persons howsoever engaged, or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and draw on, and utilize, the Security as the Municipality deems fit to pay for any and all costs, expenses, and damage, and costs of relocation, from the proceeds so drawn.
 - (x) To make all necessary arrangements and to be solely responsible for the costs and expenses of removing and relocating any existing municipal or public services requiring relocation in the course of, or in connection with, the construction, installation or provision of the Works or otherwise required under this Agreement.
 - (y) To comply with all provisions of the Municipality's noise by-law.
 - (z) To provide the opportunity for ongoing and final site/Works inspection, monitoring, and testing (including, without limitation, prior to and during construction and material delivery, testing, or compaction) as required by the Municipality.
7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

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In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

8. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non-action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.

The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete, gravel or asphalt driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred

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to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and
- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Municipality in doing so, and draw on, and utilize, the Security as the Municipality deems fit to ensure, require, and complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non-action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the Guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

- 11. The Owner covenants and agrees that there will be no blasting conducted in or on the Lands by the Owner.

Financial Conditions, Security, and Insurance

- 12. The Owner covenants and agrees to:
 - (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
 - (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
 - (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.
- 13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

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- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
- (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and
 - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Works, matter, or thing to be or remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
- (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
- (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the Chief Building Official of the Municipality in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
- (f) The Owner acknowledges that upon the transfer of ownership of the Lands, the Municipality will not return any Letter of Credit until the new owner files with the Municipality a substitute Letter of Credit or such other Security as may be permitted in the required amounts.
14. The Owner shall provide or cause to be provided to the Municipality, on or prior to the execution of this Agreement:
- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all Works, things, and matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Guarantee and Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and subcontractor engaged to complete the Works or any matters to be done by and/or on behalf of the Owner or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
 - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.

Administration

15. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

**United Native Friendship Centre
516 Portage Avenue
Fort Frances, ON P9A 2A2
t 807-274-8541
Email: smcmahon@unfc.org**

or such other address of which the Owner has notified the Municipality in writing.

- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole

-10-

cost and expense of the Owner” including the payment of any applicable taxes (including, without limitation, HST).

- (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.
 - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
 - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “without limiting the generality of the foregoing” do not precede such list or reference.
 - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
 - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
 - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
22. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
 23. If the Owner is constituted by or of more than one Person, their obligations hereunder shall be joint and several.
 24. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Proposed Development, or the Owner undertaking the Proposed Development.
 25. The Owner agrees to do such further and other things and sign any further documents necessary or desirable to give effect to this Agreement.
 26. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality’s right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
 27. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
 28. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the Party’s right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
 29. The Owner understands and agrees that this Agreement and any materials or information provided to the Municipality may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act* or as otherwise required by law.
 30. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
 31. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
 32. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

United Native Friendship Centre

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

per _____
Name: E. Slomke,
Title: Town Clerk

We have authority to bind the Municipality

DRAFT

Schedule 1

Legal Description of Lands

****ADD LEGAL DESCRIPTION HERE**

DRAFT

Schedule 2

Solicitor’s Certificate of Ownership

TO: The Corporation of the Town of Fort Frances (the “Municipality”)

I, _____, a Solicitor of Ontario, do hereby certify that **United Native Friendship Centre** are the sole registered and beneficial owners in fee simple of the lands and premises legally described as 821 McIrvine Road (RIVER RANGE PT LOT 41 PCL;5768 MCIRVINE TWP), being all of the said parcel [PIN _____].

I further certify that there are no mortgages or other encumbrances upon the said lands or any part thereof save and except the following: None.

All easements, licenses, and or rights-of-way to be conveyed to the Municipality, if any, will be so conveyed with the consent of all chargees and other encumbrancers.

This certificate is given by me to the Municipality for the purpose of having the said Municipality act in reliance on it in entering into this Agreement.

DATED at _____, Ontario, this _____ day of _____, 2019.

Solicitor for the Owner

DRAFT

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Schedule 3

Schedule of Financial Obligations of the Owner

1. Any and all costs and expenses whatsoever incurred by the Municipality with regard to:
 - (a) Application for site plan;
 - (b) Preparation of this agreement;
 - (c) Registration of this Agreement on title and preparation of any and all land titles documentation in relation thereto, all such documentation to be provided to the Municipality for approval prior to registration thereof;
 - (d) All legal / lawyer fees and disbursements;
 - (e) Engineer / engineering fees and disbursements;
 - (f) Planning / planner fees and disbursements;
 - (g) Municipal staff time;
 - (h) All Land title fees and charges;
 - (i) Any other costs or charges in any way related to the application, the development, or this agreement; and
 - (j) HST and any other taxes applicable on or to any of the above.

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Schedule 4

List of Plans and Drawings
(Appendix 'A')

1.1 Site Plan, Saulteaux Consulting & Engineering dated 19/07/10
C-1 Site Grading Plan, Saulteaux Consulting & Engineering dated 19/07/10
C-2 Site Services Plan and Details, Saulteaux Consulting & Engineering dated 19/07/10
C-3 Site Finishes, Saulteaux Consulting & Engineering dated 19/07/10
Storm Water Management Plan, Saulteaux Consulting & Engineering dated 19/07/05

DRAFT

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Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of the project value** which has been determined to be \$3,000,000.00, namely 5% x \$3,000,000.00 = Letter of Credit required of \$150,000.00
--	--

** If project value changes, then Letter of Credit value will be amended accordingly.

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Schedule 6**Reduction or Release of Security****Application for Reduction of Securities**

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
 - (a) letter of application for reduction/release;
 - (b) the consultant's certificate confirming that services completed;
 - (c) as-constructed drawings;
 - (d) satisfactory evidence of no construction liens filed;
 - (e) workplace safety certificate;
 - (f) statutory declaration as to accounts;
 - (g) surveyor's certificate and real property report(s); and
 - (h) composite utility plan.

2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by ninety percent (90%).

3. Upon the satisfactory completion of the Maintenance period noted in paragraph 13 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.

4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO. 03/14 – P

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 1408 Eighth Street East)

WHEREAS an application has been received from Fort Frances Church of the Holy Spirit, to have the zoning designation changed at 1408 Eighth Street East, Fort Frances, Ontario, PCL BLK A-6 SEC SM81; PT BLK A PL SM81 MCIRVINE AS IN SLT29611; EXCEPT SLT56690; SLT 59640, S128, PT 1, RR586, PT 2, 48R1109, A8429, A8430; FORT FRANCES; (“the site”) to permit the proposed use of, Residential (R1) zoning designation.

AND WHEREAS the zoning designation at 1408 Eighth Street East change from Institutional (I) to Residential (R1).

AND WHEREAS August 12, 2019 Council received a report from Elizabeth (Lisa) Slomke, Clerk / Interim Municipal Planner, to allow the application for a site-specific zoning change from Institutional to Residential at this site, to be accepted and final approval of a zoning amendment By-Law be brought to Council for final reading.

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

- 1 The site-specific Zoning By-Law Amendment changing the zoning designation from Institutional to Residential for the purpose of a single-family residence, to be an allowed use at 1408 Eighth Street East, Fort Frances, Ontario.

- 2 That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13, R.S.O. 1990, as amended, and thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 9th day of September 2019.

J. Caul, Mayor

E. Slomke, Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES
(the “Municipality”)

BY-LAW No. 03/14 - Q

(Being a By-law to amend By-Law No. 03/14 as amended)

WHEREAS Council (“Council”) of the Municipality has been requested to amend By-Law 03/14, as amended, by removing the “H” symbol (the “Holding Symbol”) used in conjunction with the “R1” zone symbol on or with regard to the lands and premises (the “Property”) legally described as PCL BLK A-6 SEC SM81; PT BLK A PL SM81 MCIRVINE AS IN SLT29611; EXCEPT SLT56690; SLT 59640, S128, PT 1, RR586, PT 2, 48R1109, A8429, A8430; FORT FRANCES (PIN 56016-0644).

NOW THEREFORE the Council of the Municipality **HEREBY ENACTS** as follows:

1. Subject to and provided that:
 - (a) prior to any development in, on, or with respect to, the Property, the Owners shall have executed an agreement in form and substance satisfactory to the Municipality as to or in respect of existing and future water and septic services (collectively, the “Services”) in, on, and to the Property including, without limitation, provisions confirming responsibility and liability of the Owner(s) for and in respect of the Services whether past, current, or future; and
 - (c) no person shall use or cause to permit the Property to be used, and no person shall erect or use, or cause or permit to be erected or used any building or structure thereon, except in accordance with the provisions paragraphs 1 (a) of this By-Law

the zoning of the Property shall be and is hereby deemed amended to remove the Holding Symbol.

2. This By-Law shall be registered against title to the Property.
3. The Mayor and the Clerk of the Municipality shall and are hereby authorized and directed to sign any and all documents and take all action necessary or desirable to carry out the intent of this By-law.

ENACTED and passed this 9th day of September, 2019.

per: _____
J. Caul, Mayor

per: _____
E. Slomke, Clerk

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August 8, 2019

In This Issue

- AMO Youth Engagement Initiative.
- Special Advisor's Report on Blue Box released.
- Consultation: Canada-Ontario Agreement on Great Lakes.
- Pre-Conference: Explore Ottawa by bike.
- Pre-Conference: Clinics at the 2019 AMO Conference.
- AMO's Fall Policy Forum: London, October 24 + 25.
- ONE Investment fall workshops across Ontario.
- Careers with Kingston, Burlington, Lakeshore and Orangeville.

AMO Matters

AMO is pleased to launch our new Youth Engagement Initiative at this year's Annual Conference. Following the launch, please [join other young council members](#) from across Ontario for socializing and networking.

Provincial Matters

The Special Advisor on Recycling and Plastic Waste released his [report](#) to the Ministry of the Environment, Conservation and Parks. AMO is working with the Ministry on next steps.

Federal Matters

The draft new Canada-Ontario Agreement on Great Lakes Water Quality and Ecosystem Health is available for comment on [Ontario's Environmental Registry](#) and on [Canada.ca](#). It is available for comment for 60 days, until September 4, 2019.

Eye on Events

Explore Ottawa by bike and experience some of Ontario's most innovative cycling infrastructure on Sunday, August 18, prior to start of the AMO Conference. Participants will hear from city staff and local officials about the planning and impact of cycling projects, including Ontario's first downtown separated bike lane (Laurier Ave). Participation is free for registered delegates. Bikes and helmets will be provided. Tour will take place at a leisurely pace and will include stops to ask questions. Space is limited, [register today](#).

Communications 101 for Elected Officials, Codes of Conduct Clinic and Indigenous Cultural Competency are 3, half-day clinics available to purchase as part of your Conference experience. The sessions run concurrently on Sunday, August 18, from 9:00 am to noon. The cost is \$360 + HST. Register [here](#) at the [AMO Conference](#) site using the conference registration form.

Save the dates - October 24 + 25 - for AMO's Fall Policy Forum, for elected officials, senior municipal staff and others. London will be the location of a two-day forum on some of the key policy issues and questions confronting Ontario's municipal governments. Program details will be available in September.

ONE Investment fall workshops across Ontario - for more information [click here](#). Learn why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options?

Careers

Planner - City of Kingston. Reports to: Manager, Policy Planning. File No.: J0719-0644. Job Type: Temporary. Closing date: August 16, 2019. Please apply to City of Kingston [Career Opportunities](#). Your resume must clearly demonstrate how you meet the requirements of the position.

Financial Analyst - City of Burlington. Employment Status: Contract/Job Rotation up to November 2020.

Job Number: FN-158-19. Posting Closing Date: August 16, 2019. To apply, visit City of Burlington [Career Opportunities](#) and click on "View Jobs". Please note that applications are only accepted online.

General Accounting Supervisor - Town of Lakeshore. Reports to: Manager, Accounting Services. Qualified applicants are to email a detailed resume outlining their qualifications to jobs@lakeshore.ca no later than 9:00 a.m., Monday, August 19, 2019, clearly indicating General Accounting Supervisor in the subject line.

Senior Procurement Specialist - Town of Orangeville. Department: Corporate Services. Please submit your resume, in confidence, to Sarah Alexander, Human Resources Assistant, no later than 4 p.m. on Thursday August 22, 2019. Applications may be submitted online, emailed to hr@orangeville.ca, or submitted in person to the Town Hall located at 87 Broadway. If submitting a resume via email, please quote the job title in the subject line.

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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Policy and Funding Programs

LAS Local Authority Services

MEPCO Municipal Employer Pension Centre of Ontario

ONE Investment

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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August 15, 2019

In This Issue

- Incoming AMO Executive Director announced.
- New for municipal employers: WSIB Guide on Mental Stress Injury.
- New AMO paper on housing solutions.
- AMO Youth Engagement Initiative.
- Going to AMO? Let your community know why.
- AMO Conference count down.
- LAS Blog: AMO Conference 2019 - where will LAS be?
- Energy training: Let's go on an energy hunt!
- Economic development training for elected officials.
- Career with 4S Consulting Services Inc.

AMO Matters

AMO is pleased to announce the appointment of Brian Rosborough as Executive Director of AMO, effective September 1, 2019. Brian's career in public policy and public administration in Ontario spans 28 years. Prior to returning to AMO in 2018 as Director of AMO's Membership Centre, Brian served as the Senior Executive Officer of Wilfrid Laurier University's Brantford Campus, was a government relations consultant and held various positions in the Ontario Public Sector during his career.

The Workplace Safety and Insurance Board (WSIB) has created a mental stress injury claim guide for municipal employers. This was informed by an AMO working group of senior municipal human resources specialists and OAPC, OAPC, and OAPC representatives.

"Fixing the Housing Affordability Crisis: Municipal Recommendations for Housing in Ontario" consolidates AMO's outstanding recommendations to address housing instability. It will guide future municipal advocacy on provincial and federal housing initiatives.

AMO is pleased to launch our new Youth Engagement Initiative at this year's Annual Conference. Following the launch, please join other young council members from across Ontario for socializing and networking.

Highlight your municipality's hard work and address matters that concern your community by encouraging your local media to cover the 2019 AMO Conference. Click here for AMO's template media advisory and social media posts.

Eye on Events

The AMO Conference count down has begun. We look forward to welcoming you in Ottawa on Sunday, August 18. Have a look at the 2019 AMO Conference program we have lined up for you.

LAS

LAS Blog: The conference is coming soon! The LAS team is looking forward to meeting you in-person at one of the many events we're participating in this year. Check out the blog to learn where we'll be.

Identifying energy savings opportunities in your facility is the first step to reducing energy cost. Join the growing number of municipalities benefitting from their very own custom LAS Energy Efficient Building Operations (EEBO) workshops. Book a session for the fall and hunt down those savings! Contact Christian Tham for more information.

Municipal Wire*

The Economic Developers Council of Ontario is offering economic development training for elected officials. The session is offered in Cornwall on September 10.

Careers

Key Accounts Manager – 4S Consulting Services Inc. Qualified applicants are invited to apply. Applicants must submit a cover letter, resume, and minimum three references to Addy Yellapantula, 4S Marketing & Business Development Advisor, at aditya@4sconsult.com. Closing date: August 31.

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August 22, 2019

In This Issue

- Who's paying the bills in your community?
- 2018 Financial Information Returns being posted on MIDAS.
- Risk Management Symposium is 3 weeks away!
- ONE Investment fall workshops across Ontario.
- Stay LinkedIn with ONE Investment.
- Careers with Province of Ontario, Centre Hastings, Brock, Norfolk, Thunder Bay and Durham Region.

AMO Matters

Households pay the bulk of the property tax in municipalities across Ontario - and pick up a larger share of the tab with each passing year. How has the property tax burden shifted in your municipality? Check out our [tax map](#)!

The 2018 Financial Information Returns of 275 of the 444 municipalities in Ontario are currently available on the [Municipal Information & Data Analysis System](#) (MIDAS). Access is free to all Ontario municipalities, creating opportunities to generate reports and compare data. Browse the [MIDAS brochure](#) to see what MIDAS can do for you. To get access, email midasadmin@amo.on.ca.

Eye on Events

The AMO/Frank Cowan Company [Municipal Risk Symposium](#) is scheduled for September 12 and 13. Read about our speakers, who will cover: Cannabis; Cyber Security; GPS and Its Admissibility in Court; Smart Cities; Autonomous Vehicles; and Climate Change. [Register now](#).

ONE Investment fall workshops across Ontario - for more information [click here](#). Learn why municipalities need to invest? What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options?

ONE Investment

ONE Investment has its own [LinkedIn business page](#). Make sure to follow and keep up-to-date with the latest in the financial market – harness the investment potential of your municipality.

Careers

[Deputy Minister, Ministry of Municipal Affairs and Housing - Province of Ontario](#). Lead an organization mandated to work with local governments and partners across Ontario to build safe and strong urban and rural communities. If you would like further information about this key leadership role, please contact [Marguerita Gonsalves](#). Closing date is September 12, 2019.

[Chief Administrative Officer/Clerk - Municipality of Centre Hastings](#). Qualified candidates can submit a cover letter and resume in confidence by 4 p.m., September 3, 2019, quoting "Chief Administrative Officer/Clerk", to the attention of: Valerie Przybilla, CAO/Clerk, Corporation of the Municipality of Centre Hastings, P.O. Box 900, 7 Furnace St., Madoc, Ontario K0K 2K0. Tel: 613.473.4030, Ext. 212; Fax: 613.473.5444; Email: clerksoffice@centrehastings.com

[Chief Administrative Officer - Township of Brock](#). Position Status: Full Time, Permanent. Applicants are invited to submit a covering letter and resume addressing how the qualifications are met, marked confidential, by no later than 4:00 p.m. on Friday, September 20, 2019 to: Garth Johns, Chief Administrative Officer, brock@townshipofbrock.ca

[Chief Administrative Officer - Norfolk County](#). To confidentially explore this opportunity further, please visit [Norfolk County job opportunities](#) for information and [apply via this unique link](#). The deadline for submission is September 30, 2019.

Project Manager - City of Thunder Bay. Under the direct supervision of the General Manager, is responsible for the development and continual improvement of a corporate wide asset management program and for the management of strategic departmental projects and initiatives. Interested individuals are invited to apply on our website. Applications will be accepted until September 18, 2019.

Economic Development Coordinator - Region of Durham. Closing date for applications: September 4, 2019. Reports to: Manager, Business Development & Investment. Please apply online at Region of Durham no later than midnight on the closing date indicated in the Job Posting.

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Municipal Wire, Career/Employment and Council Resolution Distributions

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August 29, 2019

In This Issue

- Change in MPAC Chair.
- Government to repeal Fire Regulation.
- Risk Management Symposium – coming soon! Don't miss it!
- ONE Investment fall workshops across Ontario.
- ROMA Conference registration is open.
- NEW Municipal Group Buying Program - webinar September 24.
- LAS Blog: Grandview Lodge – a LED lighting success story.
- September Transit Month in Ontario.
- Careers with York Region, Grey County and City of Timmins.

AMO Matters

The term of the current MPAC Board of Director's Chair, Dan Mathieson, Mayor of Stratford comes to an end on August 31. AMO congratulates him on his leadership and work in moving this large corporation forward in service to Ontario's municipal governments. The incoming Chair is Alan Spacek. He is the former Mayor of Kapuskasing, long serving member of AMO and also FONOM. He brings that knowledge and experience along with his business acumen to the position. For additional information, please see the MPAC website.

Provincial Matters

In response to municipal concerns, the Solicitor General has repealed the Public Reports Regulation (O. Reg. 377/18) under the *Fire Protection and Prevention Act, 1997*. It was scheduled to come into force on January 1, 2020.

Eye on Events

The 2019 Risk Management Symposium will feature sessions and workshops on September 12 and 13, respectively. Learn about the topics and read our speaker bios here. Register now and take advantage of the Casino Rama hotel discount.

ONE Investment fall workshops across Ontario - for more information click here. Learn why municipalities need to invest. What are the different investment options available to your municipality? And how the release of the Prudent Investor Standard provides broader investment options.

Registration for the ROMA 2020 Conference is now open - Early Bird ends October 1. Don't delay your registration.

LAS

Introducing the newest LAS offering: the Municipal Group Buying Program. Join our webinar on September 24 to learn how this program can help your municipality save time and money on purchases you make every day.

LAS Blog: The Grandview Lodge Long-term Care Facility in Haldimand County recently upgraded its lighting using our Facility Lighting Service. Check out the blog to learn what it cost and how much they save every year.

Municipal Wire*

The Transit Month in Ontario campaign encourages residents to pledge to take transit during the month of September and then share their experiences via social media. Municipalities, workplaces and post-secondary institutions across the province are encouraged to promote this campaign. Changing commute behaviour will have a significant impact on reducing harmful emissions and creating a healthier Ontario.

Careers

Senior Policy Analyst #24371 (Senior Program Analyst) - York Region. Department: Community & Health Services. Branch: Strategies & Partnerships. Location: Newmarket. Status: Temporary, Full-Time, Approximately 11 months. Please apply online by [clicking here](#) by September 9, 2019 at 4:30 p.m. We thank all candidates for their interest, however only those selected for an interview will be contacted via email.

Maintenance Manager - Grey County. Department: Transportation Services. Position status: Permanent. Please refer to the Job Description for further details. Candidates for the above position are invited to submit resumes prior to 4:30 p.m., Friday, September 13, 2019 to Klarika Hamer, Administrative Assistant, Transportation Services Dept., County of Grey, 595 9th Avenue East, Owen Sound, ON N4K 3E3. Fax: 519.376.0967 Email: Klarika.Hamer@grey.ca

Human Resources Manager - City of Timmins. Competition No.: HRD-2019-03. Reports to: Director of Corporate Services. All applications must be received in the Human Resources Department by 4:00 p.m., September 13, 2019. By mail: 220 Algonquin Blvd. East, Timmins, ON P4N 1B3. Via fax: 705.360.2685. Via email: human_resources@timmins.ca.

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!

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MEPCO Municipal Employer Pension Centre of Ontario

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RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
**** A G E N D A ****
GENERAL MEETING

DATE: WEDNESDAY, September 18, 2019
TIME: 7:00 P.M.
PLACE: Chapple Community Centre, Barwick, Ontario

CALL TO ORDER

AGENDA:

Approval of September 18, 2019 Agenda.

MINUTES:

Approval of May 15, 2019 general meeting minutes. (distributed)

- approve as distributed/amended.

TREASURER'S REPORT:

- statement of cash flow for the period from January 1st, 2019 to August 31st, 2019. (distributed)
- approve as distributed/amended.

GUEST SPEAKERS:

- 7:15 p.m. - Mike Grzelewski/CRC Communications
Communication failures with District Fire Services.
- 7:45 p.m. - Jim Leonard
Northwestern Ontario Wound Care Centre of Excellence

BUSINESS:

- Date and Location of 29th Annual General Meeting
- Quarterly Committee Reports

ATTENDANCE SHEET:

Please be sure to place a check mark next to your name included on the list or add your name to the list on the Attendance Sheet set out at the meeting for this purpose.

MEETINGS:

- 2) OCTOBER or NOVEMBER 2019:
 - Special Executive Meeting - 6:00 p.m. – Alberton Municipal Office
- 3) DECEMBER, 2019
 - Executive Meeting - 6:00 p.m. – Alberton Municipal Office
- 4) SATURDAY, JANUARYth, 2020:
 - 29th Annual General Meeting – 9:00 a.m. – Location TBD.

ADJOURNMENT

RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION

May 15, 2019

A General Meeting of the Rainy River District Municipal Association was held on Wednesday, May 15th, 2019 at 7:00 p.m. in the Township of Emo – Emo LaVallee Community Centre.

In attendance were the following:

Peter Spuzak, Vice-Pres.	Councillor	Twp of Alberton
Diane Glowasky	Councillor	Twp of Alberton
Rilla Race	Reeve	Twp of Chapple
Rick Neilson	Councillor	Twp of Chapple
Philip Schram	Councillor	Twp of Chapple
James Gibson	Councillor	Twp of Chapple
Peggy Johnson	Secretary-Treasurer	RRDMA
Brenda Jodoin	Councillor	Township of Dawson
Lincoln Dunn	Councillor	Twp of Emo
Lori Ann Shortreed	Councillor	Twp of Emo
Bridget Foster	CAO/Clerk Treasurer	Twp of Emo
Ken McKinnon	Reeve	Twp of La Vallee
Jim Belluz	Councillor	Twp of La Vallee
June Caul	Mayor	Town of Fort Frances
Wendy Brunetta	Councillor	Town of Fort Frances
Michael Behan	Councillor	Town of Fort Frances
Doug Judson	Councillor	Town of Fort Frances
Andrew Hallikas	Councillor	Town of Fort Frances
George Heyens	Reeve	Township of Morley
Deborah Ewald, Pres.	Mayor	Town of Rainy River
Bill Lundgren	Councillor	Lake of the Woods
Eric Vinet	Guest Speaker	VP of Technical Services/ Acting General Manager New Gold

President Ewald called the meeting to order.

AGENDA:

RESOLUTION #1:

DOUGLAS JUDSON/JUNE CAUL

That the agenda for the May 15, 2019 General Meeting of the Rainy River District Municipal Association be approved with the following addendums:

Rainy River District Judicial Vacancy

Pride Week 2019

“Carried.”

MINUTES:

Minutes to be amended to reflect that Wendy Brunetta was not in attendance at the 2019 AGM.

RESOLUTION #2:

BRENDA JODOIN/RILLA RACE:

That the minutes of the Annual General Meeting and Conference held Saturday, January 19th, 2019 be adopted as circulated.

“Carried.”

TREASURER’S REPORT:

RESOLUTION #3:

GEORGE HEYENS/ANDREW HALLIKAS:

That the Treasurer’s Report for the Twenty-Eighth Annual General Meeting and Conference and for the period January 1st, 2018 to April 30th, 2019 be approved as distributed.

“Carried”

GUEST SPEAKERS:

Eric Vinet - VP of Technical /Acting General Manager
New Gold

President Ewald welcomed Eric Vinet to the meeting.

An update was provided with regards to the operation of the New Gold mine. Mr. Vinet advised that the current projection for the life of the mine is 2026-2027.

BUSINESS:

1) Per Capita Fee for 2019:

2019 per capita fee and the 2019 budget estimates were presented.

RESOLUTION #4:

WENDY BRUNETTA/MICHAEL BEHAN:

That the 2019 per capita levy be set at \$0.85 per capita for the member municipalities. The per capita levy will support expenditures totalling \$ 20,340.84 as set out in the 2019 budget.

“Carried”

The 2019 budget is as follows:

EXPENSES:	Postage/Office Supplies	\$ 120.00
	Honorarium	4,000.00
	Mileage	400.00
	Audit	100.00
	NOMA Dues	5,345.84
	Meeting Expenses	3,500.00
	Municipal Reimbursement	5,600.00
	Donations	1,000.00
	Miscellaneous	150.00
	Bank Charges	125.00
		<u>\$ 20,340.84</u>
REVENUE:	Per Capita Fees	\$ 14,040.30
	(16,518 X \$0.85)	
	2018 Operating Surplus	3,767.72
	From: AGM Profit	2,284.26
	From: Special Reserve	248.56
		<u>\$ 20,340.84</u>

OTHER BUSINESS:

Douglas Judson – President/Rainy River District Law Association provided an update with regards to the on-going Rainy River District Judicial Vacancy.

Douglas Judson reported on “Pride Week 2019”.

Discussion was held with regards to the Rainy River District Municipal Association making a donation to the Thunder Bay Regional Cardiovascular Centre.

RESOLUTION # 5:

DOUGLAS JUDSON/RICK NEILSON

That the Rainy River District Municipal Association withdraw \$10,000.00 from GIC Reserve maturing May 27, 2019 and make a donation to the Thunder Bay Regional Cardiovascular Centre.

“Carried.”

ADJOURNMENT:

There being no further business, the following resolution was enacted:

RESOLUTION #6:

PETER SPUZAK/DIANE GLOWASKY:

That the General Meeting of the Rainy River District Municipal Association held Wednesday, May 15, 2019 be now closed.

“Carried.”

PRESIDENT/CHAIRPERSON

SECRETARY-TREASURER



NORTHWESTERN ONTARIO WOUND CARE CENTRE OF EXCELLENCE

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1.0 PROJECT OVERVIEW

The Rainy River First Nations, Naicatchewenin First Nation and Couchiching First Nation, in collaboration with Fort Frances Chiefs Secretariat and New Gold, are in the process of establishing a Northwestern Ontario Wound Care Centre of Excellence with a goal to provide holistic care and limb preservation. With the access of highly trained health care professionals, a holistic approach to health care, state of the art equipment, technologies and treatments and the use of Hyperbaric Oxygen Therapy, both First Nation communities will achieve this goal. Advanced wound care and Hyperbaric Oxygen Therapy can heal up to 75% of wounds¹ and ultimately prevent amputation.

When it comes to wound care, Northwestern Ontario is under serviced especially in terms of Hyperbaric Oxygen Therapy. Not only is Hyperbaric Oxygen Therapy under serviced, it is also under represented when it comes to access to available facilities. Between hospitals, private service providers, and research facilities that focus on Hyperbaric Oxygen Therapy, Ontario has 12 facilities although all of them are located in Eastern Ontario yet Northwestern Ontario has the highest per capita incidence of foot amputation.

The First Nations have brought together local partners from both within the health care sectors, and outside the health care sectors, to achieve the above goal. The list of partners is as follows:

1. Rainy River First Nation
2. Naicatchewenin First Nation
3. Couchiching First Nation
4. Riverside Health Care
5. Fort Frances Tribal Area Health Services
6. Gizhewaadiziwin Health Access Centre
7. Saulteaux Consulting & Engineering
8. Pwi-Di-Goo-Zing Na-Yaa-Zhing Advisory Services
9. New Gold
10. Cennex (US Gas)
11. Judy Dan Research & Treatment Centre
12. Local physicians

Each partner is willing to assist in the project's development as well as to contribute to it financially and through in-kind contributions. The partners have also agreed, in principle, to the pooling and sharing of resources, to creating synergies, to exchanging information and to fund raising.

This project consists of establishing a Centre of Excellence for Wound Care and Limb Preservation through a holistic care approach dealing with morbidity and co-morbidities first, and wound care second, with a special focus on Hyperbaric Oxygen Therapy. The facility has a capital cost of \$1.7 million with an annual operating cost of \$420,000. Further specific details are provided in this proposal. All 3 First Nations have made a financial commitment of \$200,000 each and are exploring other major financial contributions through Pwi-Di-Goo-Zing Na-Yaa-Zhing Advisory Services and New Gold and this has been successful.

¹ <http://www.ontariowoundcare.com/treatment.htm> - http://www.huffingtonpost.ca/dr-ron-linden/oxygen-therapy-diabetes_b_11219056.html Based on Dr. Ron Linden's article.

Rainy River First Nation, Naicatchewenin First Nation and Couchiching First Nation are approaching Health Canada to provide matching funds to moneys raised for this initiative.

2.0 BACKGROUND INFORMATION – SITUATIONAL ANALYSIS

Aboriginal people living in Canada are among the highest risk population for diabetes and related complications. Community-based and culturally appropriate prevention strategies and surveillance of diabetes indicators among this high-risk population are essential to reducing health disparities.

Table 1: Diabetes Prevalence²

Population	Age	Prevalence %
Non-Aboriginal	12+	5.0
First Nations (on-reserve)	18+	17.2
First Nation (off-reserve)	12+	10.3

Aboriginal people with diabetes also experience disparities in diabetes-related complications and mortality. Higher prevalence rates of microvascular disease, including chronic kidney disease, lower limb amputation, foot abnormalities, and more severe retinopathy, are found in Aboriginal peoples with diabetes than in the general population with diabetes. Aboriginal peoples also are burdened by higher rates of macrovascular disease and exhibit higher rates of cardiometabolic risk factors, including smoking, obesity, and hypertension, that may indicate a future increase in cardiovascular morbidity and mortality.³

The Aboriginal population in Canada is approximately 4%. In the Rainy River District the First Nation population accounts for 33%.

Table 2: Canadian Population

Canada	#	%
Population	33,476,688	100.00
Aboriginal Population	1,400,685	4.2

Source: Stats Canada 2011 NHS

Table 3: Ontario Population

Ontario	#	%
Population	12,851,821	100.00
Aboriginal Population	301,430	2.35

Source: Stats Canada 2011 NHS

Table 4: Rainy River District Demographics (First Nation population)⁴

Rainy River District	#	%
Population	20,370	100.00
Registered First Nation person	6,735	33.06

² <http://www.phac-aspc.gc.ca/cd-mc/publications/diabetes-diabete/facts-figures-faits-chiffres-2011/index-eng.php>

³ <http://guidelines.diabetes.ca/browse/chapter38>

⁴ <http://www.rfdc.on.ca/sites/default/files/FF%20Demographic%20Profile%20Nov%202014.pdf>

Based on the above demographics there is a higher prevalence of people with diabetes and diabetes-related complications in the Rainy River District. Grand Council Treaty #3 represents the 28 signatories to the document known as Treaty Number 3 signed on Oct 3, 1873. The Treaty Number 3 area covers 55,000 sq. miles with a population of approximately 25,000 members, almost half of these members live on First Nation reserves.

Diabetes, unfortunately, is a systemic disease that can affect many organs of the body, including eyes, kidneys and skin. Diabetics are especially prone to develop changes in the large and small blood vessels supplying the heart and legs, as well as the nerves, particularly those of the feet. In addition, diabetic nerve damage, called peripheral neuropathy, often reduces sensation in the feet putting them at greater risk for injury and infection, which may be difficult for the diabetic to recognize early on. People with high-risk feet require special self-care and professional attention. Feet of diabetics and those with poor circulation are most at risk, as are feet with arthritic deformities (rheumatoid and psoriatic arthritis, osteoarthritis and gout). Almost all open and closed sores, as well as thickened skin and ingrown nails, are due to compression by footwear in conflict with an abnormal foot structure or biomechanics.

Figure 1: Chronic Wound

Chronic Diabetic Wounds - Diabetes Mellitus damages the nerves in the feet resulting in a loss of sensation. Minor skin abrasions and cuts on the feet can occur without pain or without the patient's awareness. Diabetes also damages and blocks blood vessels, particularly small vessels in the feet, resulting in poor circulation and reduced oxygen supply. Without adequate blood supply and oxygenation, the cells that repair wounds and fight infection cannot function. Minor abrasions and cuts can become chronic, infected wounds. Once infection reaches bone, amputation of the limb often results.



The prevalence of diabetes in the North West LHIN (Local Health Integration Network) is higher than that of the province at 14.5 per cent of the population age 18 years and over, compared to 12.4 per cent provincially according to the Ministry of Health and Long-Term Care. The people of Northwestern Ontario report poorer health practices than the population of the province as a whole. With a poorer health status and aging population, the North West LHIN is expected to face growth in the prevalence of diabetes and subsequent demand for health services. Both hospitalization rates for people in the North West LHIN living with diabetes and the diabetes related amputation rate are more than double the provincial average.⁵

Table 5: Facts and Stats from the North West LHIN

Facts and Stats	%	Facts
Canadian Population diagnosed with Diabetes	20%	
Expected to grow to by 2020	25%-30%	
North West LHIN Canadian Population diagnosed with Diabetes	33.3%	
Heart disease		3 times more likely
Renal disease		12 times more likely
Limb ulcers and require amputation		20 times more likely
Amputations/100,000 population/year		44
Based on Northwestern Ontario's population		99.3
Home care cost/person/year for diabetic foot ulcers		\$15,000

⁵ <http://www.healthsciencesfoundation.ca/article/north-west-lhin-launches-new-regional-diabetes-plan-32684.asp>

Leg Amputation – surgery cost per person		\$65,000
Leg Amputation – long term cost per person		\$350,000
North West LHIN yearly cost		\$42,700,000

In North America, the most common cause of leg and foot amputation is infection or gangrene in a diabetic foot. Most of these are caused by improperly fitting footwear, injury while walking barefoot or poor nail care. With proper foot-care, special footwear, and safety measures, the vast majority of amputations would be preventable.

The human cost of this disease can be summarized as follows:

- 2 million Canadians have Diabetes Mellitus (6% of the general population, 20% of the population over 70 years of age, and 30% of the native population).
- 200,000 Canadians (15% of diabetic patients) will develop leg or foot ulcers in their lifetime as a consequence of their disease.
- 14 – 24 % of patients with diabetes and leg or foot ulcers will require amputation.
- Diabetes is the leading cause of non-traumatic leg amputations in Canada.
- Of those, 50% have an amputation of the other leg within 5 years due to the chronic effects of their disease.
- The majority of diabetic patients who suffer double amputations die within 6 months of the second amputation.
- Canada spends \$1.5 billion on direct costs of diabetic amputations.
- With our aging population, these numbers are expected to double.
- The majority of diabetic patients who suffer double amputations die within 6 months of the second amputation.

Hyperbaric Oxygen Therapy (HBOT) is a well-established medical treatment. Hyperbaric oxygen therapy is the inhalation of 100 percent oxygen inside a hyperbaric chamber that is pressurized to greater than 1 atmosphere (atm). HBOT causes both mechanical and physiologic effects by inducing a state of increased pressure and hyperoxia. The treatment is recognized and approved by Health Canada for its enhancement of healing for wounds such as diabetic foot ulcers. This treatment isn't being offered in Northwestern Ontario.

There are 50 Hyperbaric Oxygen Facilities in Canada. **Table 6 and 7** illustrates their location and their type.⁶

Table 6: Location and Type of Hyperbaric Oxygen Facilities in Canada

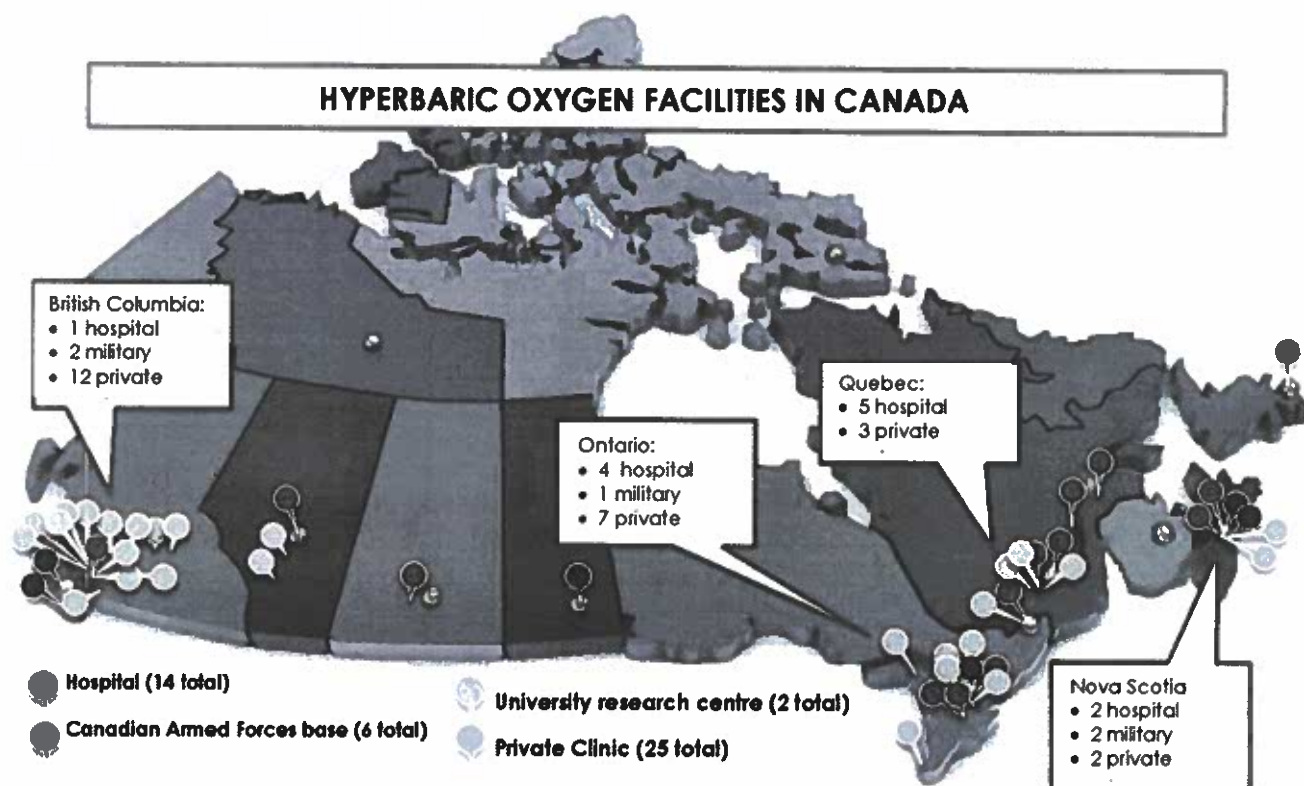
Type	BC	MB	NS	ON	AB	NL	QB	SK	Total
Canadian Forces	2	1	2	1	0	0	0	0	6
Hospitals	1	0	2	4	3	1	4	1	16
Private	13	0	2	7	2	0	2	0	26
Research	1	0	0	0	0	0	1	0	2
Total	17	1	6	12	5	1	7	1	50

⁶ http://www.nlcahr.mun.ca/CHRSP/HBOT_in_Canada.pdf

Table 7: Location and Type in Ontario

Type	Location
Canadian Forces	Toronto
Hospitals	Hamilton
	Hamilton
	Ottawa
	Toronto
Private	Ottawa
	Toronto
	Toronto
	Tecumseh
	Elmira
	Tobermory
	Port Credit

In the USA, there are more than 800 centres and the service is covered by Medicare and Medicaid, while in Japan there are more than 600 centres.



2.1 Background Information – Understanding Hyperbaric Therapy

What is Hyperbaric Oxygen Therapy?

Hyperbaric oxygen therapy is a medical treatment that enhances the body's natural healing processes by inhalation of 100% oxygen in a total body chamber where atmospheric pressure is increased and controlled. It is used for a wide variety of treatments usually as part of an overall medical care plan. Under normal circumstances, oxygen is transported throughout the body only by red blood cells. With HBOT, oxygen is dissolved into all of the body's fluids, the plasma, the central nervous system fluids, the lymph, and the bone and can be carried to areas where circulation is diminished or blocked. In this way, extra oxygen can reach all of the damaged tissues and the body can support its own healing process. The increased oxygen greatly enhances the ability of white blood cells to kill bacteria, reduces swelling and allows new blood vessels to grow more rapidly. It is a non-invasive treatment.

Health Canada recognizes HBOT as an effective treatment for 13 specific conditions. These conditions are listed below as:

1. embolisms (air or gas bubbles in the bloodstream, which may travel to the brain or lungs);
2. carbon monoxide poisoning (from inhaling smoke or car exhaust);
3. gas gangrene;
4. crush injury, Compartment Syndrome and other acute traumatic problems where blood flow is reduced or cut off (e.g., frostbite);
5. decompression sickness (the bends);
6. enhancement of healing for wounds such as diabetic foot ulcers;
7. exceptional blood loss (anemia);
8. intracranial abscess (an accumulation of pus in the brain);
9. necrotizing soft tissue infections (flesh-eating disease);
10. osteomyelitis (bone infection);
11. delayed radiation injury (e.g., radiation burns that develop after cancer therapy);
12. skin grafts and flaps that are not healing well; and
13. thermal burns (e.g., from fire or electrical sources).



Figure 2: Hyperbaric Oxygen Chamber Example

Why Hyperbaric Oxygen Therapy?

Hyperbaric oxygen therapy can expedite the healing of certain types of chronic, non-healing wounds, such as diabetic wounds, as well as reduce patient suffering, disability and prevent unnecessary hospitalizations and amputations.

Initial studies have shown that Hyperbaric Oxygen Therapy combined with proper wound care, adequate nutrition, and control of the diabetes, have resulted in a 75% to 90% success rate in healing chronic non-healing wounds, thus avoiding amputation.

In addition to the severe emotional impact of the loss of a leg, these patients frequently become permanently disabled, wheelchair-bound or bedridden, losing their independence and requiring considerable social services including long, costly hospitalizations. It is estimated that only 40 – 50% of senior amputees ever become fully rehabilitated.

How Does Hyperbaric Oxygen Therapy Work?

It involves administering 100% oxygen to patients in a specially constructed chamber. The atmospheric pressure is increased two to three times normal for 90 minutes per session. At sea level, the atmospheric pressure is at approximately 14.7 pounds per square inch, known as 1 atmosphere absolute (ATA). The use of 100% oxygen at 2 to 3 ATA of pressure during treatment helps get more oxygen to the tissues. This has the effect of:

- Quadrupling the oxygen concentration of the patient's blood
- Saturating the wound with oxygen, and
- Enabling cells to function that fight infection and repair wounds.

This oxygen saturation lasts for up to two hours after completion of the treatment in the chamber. The number of treatments varies from 1-5 (in acute conditions) to 60 (for chronic diseases). Treatment is repeated daily, for an average of thirty times or based on treatment plan.

Benefits of Hyperbaric Oxygen Treatment

By placing someone under pressure in a hyperbaric environment, there is an increase in the gas pressure forced into the lungs. This increase in gas pressure, increases the partial pressure of the oxygen gas, and thus forces more oxygen to be dissolved in the plasma. This saturation of oxygen in the blood allows the extra oxygen to be diffused or transported to the surrounding body tissues promoting a healthy, healing environment for the body. Additionally, it can increase the effectiveness of some antibiotics and stimulate new blood vessel growth to increase circulation in areas of poor circulation.

Figure 3: Before and After HBOT



The Safety of Hyperbaric Chambers

Hyperbaric chambers are medical devices and require a licence from Health Canada. Before granting a licence, Health Canada experts review technical information to ensure that the medical device is safe and effective when used for specific conditions.

Health Canada has reviewed the scientific evidence related to hyperbaric chambers. The evidence shows that chambers are effective in treating the 13 conditions recognized by the Undersea and Hyperbaric Medical Society. Therefore, Health Canada has issued medical device licences for hyperbaric chambers to treat only these 13 conditions. No device licences have been issued for the use of hyperbaric chambers to treat other conditions.

3.0 STATEMENT OF THE PROBLEM

Wound care in Northwestern Ontario is fragmented for the following reasons:

- Inconsistent wound care between doctors and other health care providers.
- Fragmented liaison with specialist due to multiple providers, no true/consistent pathway of care.
- Best Practices Guidelines either unknown or rarely followed.
- Clinician knowledge in advance practice wound care and adjunctive treatment. Little knowledge about proper wound care. Lack of proper diagnostic tools, leading to delay in appropriate care.
- Time of referral and distance to specialist.
- 4 to 5-hour drive just for an assessment.
- Advanced modalities 20+ hours away.
- Lack of advanced treatment procedures.
- Lack of holistic approaches.
- Inconsistent knowledge in dressing products and uses.
- Lack of appropriate supplies and resource.
- No team approach to a problem that affects a large percentage of our area. Care is fragmented and communication is inconsistent.

Considering the above, why is Hyperbaric Oxygen Therapy not being implemented and used in Northwestern Ontario, especially when both the economic and health benefits that it provides are high.

Hyperbaric oxygen therapy is not an expensive treatment. Other than the initial cost of the chamber, expenses are physician supervision and technical costs (support staff to operate the chamber, oxygen, chamber maintenance, etc.). In Ontario, the Ministry of Health recognizes hyperbaric oxygen therapy as an "essential medical treatment" for the thirteen internationally recognized conditions and pays physicians to supervise the treatment.

The Ministry of Health does not fund the capital costs or technical and operational expenses of providing hyperbaric oxygen. Hospitals providing hyperbaric oxygen therapy must fund the technical costs from their global budgets. Such funds are limited and as a result, very few diabetic patients are able to access this treatment.

In Canada, laws prohibit patients from paying for "essential medical treatment" themselves, leaving most diabetic patients no choice other than to undergo amputation when standard wound care fails. Most patients with diabetic wounds have been disabled for considerable time and do not have the health or financial resources to obtain this treatment in other countries. **The cost to provide hyperbaric treatment to a patient and save a leg from amputation is approximately \$3,000 - \$4,000. This is much less than the cost of amputation, or an artificial leg.**

According to Dr. Nancy Dudek, who works at the Ottawa Hospital Rehabilitation Centre, a single leg prosthetic for below the knee can cost \$15,000.⁷ Ontario pays more than \$100 million per year to amputate the feet of diabetics. Only two small groups of diabetics in Ontario get public coverage -- the RCMP and federal inmates. The lack of coverage hits hardest where diabetes and poverty are

⁷ <http://www.metronews.ca/news/ottawa/2013/08/02/ontario-amputees-face-steep-financial-obstacles-to-rehabilitation.html>

widespread. Amputations are nearly twice as prevalent in northwestern Ontario, where the disease afflicts up to half the people in some First Nations communities.⁸

According to The First Nations and Inuit Health Branch (FNIHB) the cost for a person from our region to stay in Toronto for treatment roughly amounts to the following:

Flight =	\$ 1,500.00
Hotel @ 130/day for 8-10 weeks =	\$ 7,280.00 - \$9,100.00
Meals @ 50/day =	\$ 2,800.00 - \$3,500.00
Return transportation treatment @ \$400.00 per week =	\$ 3,200.00 - \$4,000.00
Additional cab fare for testing at other facilities	\$ 500.00
Total (8-10 weeks of treatment)	\$15,280.00 - \$18,600.00

The above cost does not account for the cost of being away from family or wages lost.

One would think that if Canadian diabetics are losing feet and legs at an alarming rate every year and despite a growing body of scientific evidence which shows that a treatment already available can potentially prevent amputation in about 75 per cent of cases, why not support and fund this type of therapy.

Figure 4: Assistance with Prosthetic Device



⁸ <http://www.torontosun.com/2015/05/18/ontario-wont-pay-for-diabetics-limb-saving-devices>

4.0 THE ECONOMICS OF PREVENTION AND PRESERVATION

Based on the numbers provided by the North West LHIN and the benefits and effectiveness of advanced wound care and Hyperbaric Oxygen Therapy one would only come to the conclusion to support and fund this type of initiative. The benefits to the patient and the cost saving to the health care system would be substantial.

Assuming that each amputee costs the North West LHIN approximately \$430,000 and that the capital cost of the Northwestern Ontario Wound Care Centre Excellence is estimated at \$1,700,000, the payback in terms of displacing patients from amputation would be four (4). The same reasoning would apply to the yearly operating cost of the Centre of Excellence; displacing one patient from amputation per year would cover this cost.

Are these numbers achievable? One would think so, especially when scientific evidence shows the potential of preventing amputation is in the 75% range.

Figure 5: Stages of healing process with HBOT treatment



58 year old gentleman with a history of Diabetes Mellitus. Presented with poor healing wound (Left leg). Received 30 sessions of HBOT.

5.0 WOUND CARE IN THE REGION

When it comes to wound care in our Region, we are not well prepared or equipped and we are plagued by other issues. As much as health care should be patient centred and health care near to home, when it comes to diabetic foot ulcer (DFU) we fail at both.

Physicians do not know where to refer and patients do not know where to go. Health care organizations work in silos and communication gaps between these organizations often affect patients. Very few patients receive modern or adequate care and most are not treated at a wound care centre. For those who are, they need to travel far distances, be away from their families for extended periods and incur major costs. Standard treatment consists usually of the use of iodine and gauze with various wound dressings. Many patients are told, "When the wound turns black amputate".

Our district has few very skilled and trained clinicians in this field. We need to utilize these trained clinicians under one roof in combined knowledge of existing resources and deliver client centred, best practiced based care coordinated out of a single site.

Diabetic wound healing requires a multidisciplinary approach and the creation of a Centre of Excellence with the focus on limb preservation. The Centre of Excellence would:

1. Provide treatment with "Advanced" technologies;
2. Specialize in wound care and hyperbaric oxygen treatment;
3. Have access to surgeons (vascular, plastic and orthopedic);
4. Have access to internists (endocrine and infectious disease);
5. Have access to wound care nurses;
6. Provide diabetic education and nutritional counseling; and
7. Ensure the offloading of wounds.

Figure 5: Multidisciplinary Approach



6.0 PROJECT DETAILS

It is the belief of Rainy River First Nations, Naicatchewenin First Nation and Couchiching First Nation that a Northwestern Ontario Wound Care Centre be developed as a Centre of Excellence with a goal to holistic care and limb preservation. The proposed Centre of Excellence will be located in Emo, Ontario half way between Moosejaw Saskatchewan and Toronto, Ontario. The facility will host three Hyperbaric Chambers and is comprised of a series of treatment rooms. This facility will be available to both status and non-status individuals both locally and within the region. **Appendix "A" provides drawings of the facility.**

Our Mission is

"To improve the quality of life of those suffering from diabetic related complications by healing wounds and preventing amputations using the highest quality wound care therapy."

Our Goals and Objectives are

- Using Hyperbaric Oxygen Therapy to enhance the body's natural healing process;
- Development of clinical pathway to expedite care;
- Educate family, peers and practitioners;
- Utilize trained clinicians under one roof in combined knowledge of existing resources and deliver client-centred, best practices based care coordinated out of a single site.
- Utilizing our regions strengths and current resources in a focused approach to client care
- Address co-morbidities focus on "treat the cause" and "prevent the wound"
- Utilizing high caliber diagnostics to insure only those who need to be seen by specialists are seen and seen in an expedited manner (SPP, PVR, tCo2)

Our Clientele

For those suffering of diabetic foot ulcers and need of wound care healing as well as those suffering for the other 12 specific conditions recognized by Health Canada as listed above. Our services will also be extended to residents outside of Northwestern Ontario.

Method

As described above.

Staff/Administration/Personnel

Table 8 illustrates the human resources to run the facility and provide wound care.

Table 8: Human Resource Requirements

Positions	Total
RPN – Wound Care professional	\$75,000.00
HBOT tech or combines with 2.5 professional staff PT	\$100,000.00
Receptionist	\$30,000.00
Facility Manager/HBOT	\$40,000.00
Total	\$245,000.00

Available Resources

The First Nation's have initiated a working relationship with the Judy Dan Research & Treatment Centre⁹ of Toronto that specialized in treatment of patients with chronic non-healing wounds (primarily diabetic

⁹ <http://www.ontariowoundcare.com/index.htm>

wounds), research and teaching. Their mentorship, expertise, education programs and research capacity will be extended to the Northwestern Ontario Wound Care Centre of Excellence. Their professional staff will also assist in program development and provide guidance in the early stages of the Northwestern Ontario Wound Care Centre of Excellence. Knowledge transfer and sharing of resources will also be provided to ensure that the project exceeds the expectations.

The Rainy River First Nations, Naicatchewenin First Nation and Couchiching First Nation have also engaged local First Nation and non-First Nation health care organizations and providers to partake to this initiative and are exploring the pooling and sharing of resources that can be dedicated to this project. It is expected that these contributions will be in-kind.

With regards to financial resources, all 3 First Nations have made a \$200,000 commitment and have other financial commitments from New Gold and Pwi-Di-Goo-Zing Na-Yaa-Zhing Advisory Services. Other fund-raising efforts are on the go and it is hoped that Health Canada will match all funds raised. **Table 9** illustrates the expected revenues from all sources for the capital cost of the project.

Table 9: Expected Revenues

Revenues	Confirmed	Total
Rainy River First Nation	Yes	\$200,000.00
Naicatchewenin First Nation	Yes	\$200,000.00
Pwi-Di-Goo-Zing Na-Yaa-Zhing Advisory Services	Yes	\$200,000.00
New Gold (verbal commitment)	Yes	\$200,000.00
Couchiching First Nation	Yes	\$200,000.00
Cennex (US Gas)	Yes	\$10,000.00
Other fund-raising efforts	No	\$0.00
Total		\$1,010,000.00
Request to Health Canada/LHIN (44.44%)	No	\$790,000.00
Total		\$1,800,000.00

The group will also explore a grant program offered by the Lions Clubs International Foundation. The grant program is specific for these types of projects and is called "Core 4 Diabetes Grant Program".

Capital Cost

Table 10: Capital Cost

Capital	Total
Building	\$499,800.00
Building Install	\$120,000.00
Building Permits	\$10,000.00
Site Servicing Cost	\$125,735.50
Furniture	\$30,350.00
Hyperbaric Chambers (3)	\$357,441.50
Other Equipment Required for Operations	\$313,005.69
Install cost on Medical Equipment	\$60,000.00
Zoning and Legal	\$15,000.00
Land	\$80,000.00
Engineering	\$65,000.00
Misc.	\$30,000.00
Total	\$1,706,332.69

Operational Cost

Table 11: Operational Costs

Operations	Total
Education	\$23,238.50
Staff	\$245,000.00
Supplies	\$31,100.00
Property Taxes	\$15,000.00
Administrative Costs (Copier, accounting, etc.)	\$23,000.00
Maintenance and Janitorial	\$12,080.00
Utilities	\$8,400.00
Equipment Reserve	\$89,394.96
Total	\$447,513.46

Details are provided in Appendix "B".

Equipment/Supplies

Table 10 and 11 illustrate the general cost of equipment and supplies. For further details, please see **Appendix "B"** for detailed project costing. **Table 12 and 13** provide a detail on the equipment that is available for the project and that still needs to be purchased. HBOT training has been purchased and currently being completed for 3 HBOT technicians.

Table 12: Available Equipment

#	Available Equipment
1	MolecuLight -this piece of equipment can determine the type of bacteria growing in a wound with a picture from this piece of equipment.
2	DermaTemp Scanners – this piece of equipment determines the increase in skin temperature, it can also indicate an infection before any other symptoms are visible.
3	Hand Dopplers - determines vascular flow to the foot (low level testing).
4	Sensilase - determines Skin Profusion Pressures and Pulse Volume recording (high level vascular testing).
5	VersaLab LE (higher level doppler than hand held).
6	Silhouette camera - documents exact depth, width and length of a wound and calculates volume. Much more accurate and indicates whether or not a wound is progressing or digressing in a very short period of time.
7	DCA Vantage analyzer – point of care A1C- measures average Blood sugar for last 3 months in less than 7 minutes with a finger poke sample.
8	Hgb analyzer - cannot heal a wound without adequate Hemoglobin, measure this in less than 30 seconds with a finger poke sample.
9	Polymem dressings

Table 13: Equipment to be Purchased

#	Equipment Still Required	#	Equipment Still Required
1	FScan VersaTek wireless in shoe measurement System	12	Bariatric chairs
2	3 PAH Monoplace HBOT Chamber	13	Procedure carts
3	tcpO2 analyzer	14	Washer/dryer
4	Pulmonary Function test machine	15	Storage carts for supplies
5	Auto BP machines	16	Autoclave (footcare)
6	Camera for plain wound documentation	17	Ultrasonic cleaner (footcare)
7	AED	18	Foot care tools
8	12 lead ECG	19	Total contact casting supplies
9	Coaguchek	20	Computers
10	Arobella Wound irrigation system	21	Server
11	Scale	22	Printer/copier/fax

In Kind Contributions

Saulteaux Consulting and Engineering are contributing in-kind the design of the facility along with any additional engineering support required. Total design and inspection costs on this type of building amount to 8% of the building cost. Riverside Health Care and Fort Frances Tribal Area Health Services and Gzhewaadiziwin Health Access Centre have all offered in kind contributions of their services. Local contractors and District Government Groups have also committed in-kind contributions.

Budgets

Table 14: Capital Budget

Revenues	Comments	Totals
Revenues from all Sources	As per Table 9	\$1,800,000.00
Other		\$0.00
Total Revenues		\$1,800,000.00
Expenditures		
Capital Expenses	As per Table 10	\$1,706,332.69
Other		\$93,000.00
Total Expenditures		\$1,799,332.69
Surplus/(Deficit)		\$667.31

Table 15: Operational Budget

Revenues	Comments	Totals
Revenues from all Sources	Pending	
Other		
Total Revenues		
Expenditures		
Operational Expenses	As per Table 11	\$447,513.46
Other		\$0.00
Total Expenditures		\$447,513.46
Surplus/(Deficit)		

Communications

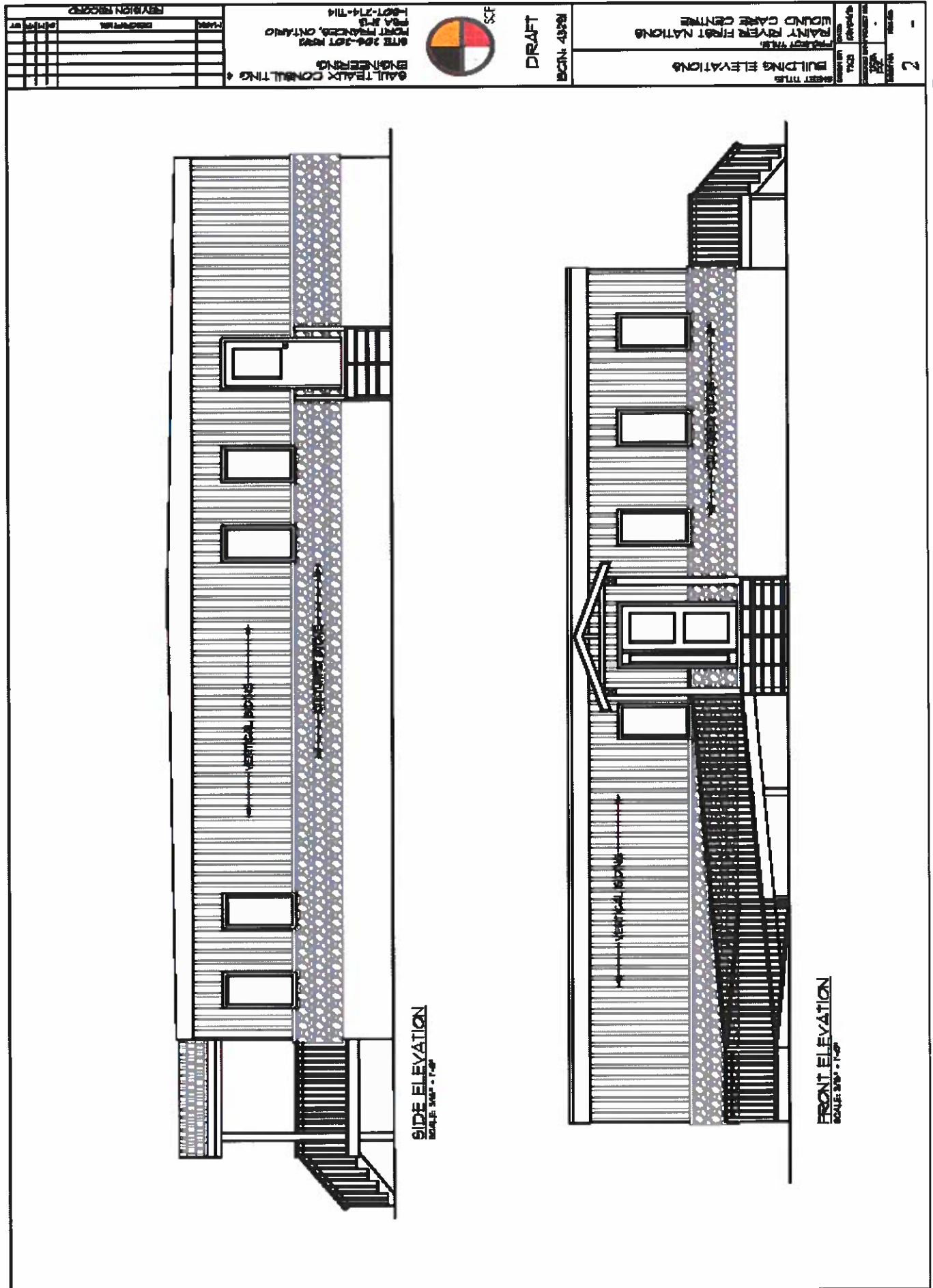
A communication plan among all partner will be develop and implemented as the project progresses.

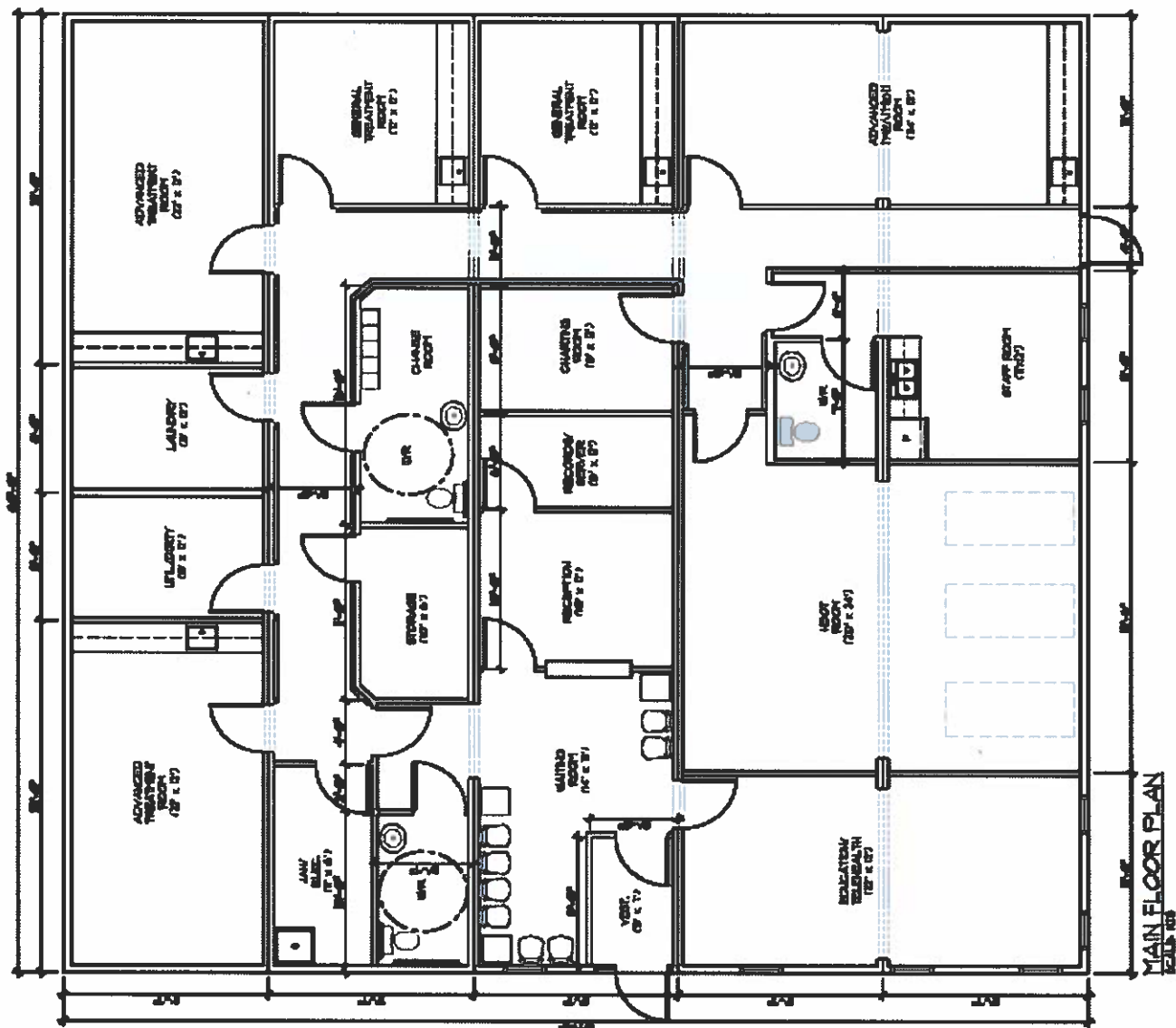
Evaluation and Governance Plan

The project will be evaluated on a quarterly basis and a series of performance indicators will be developed for each quarter or a combination of quarters. These performance indicators will be developed by management to evaluate both service delivery and financial performance.

A Governance Plan will also be developed and implement once the project is confirmed for funding.

Appendix "A" **Facility Drawings**





Appendix “B”

Detailed Project Costing

August 22, 2019

Doug Brown
CAO
Town of Fort Frances
320 Portage Ave
Fort Frances, ON P9A 3P9



Dear Doug Brown,

The 2019 federal election is fast approaching, bringing public discussion and debates on many issues affecting the public and all municipalities.

When the Liberal government led the latest public review on the future of Canada Post, several municipalities became actively involved in the process. As a result, the government decided to maintain door-to-door delivery and immediately stop the rollout of community mailboxes.

However, there is nothing to stop a new government from bringing those plans, and other service cuts, back into play. Further, Canada Post's indifference towards climate change may have direct repercussions on all Canadians.

Did you know Canada Post has the largest public fleet of vehicles in the country, with over 13,000 vehicles travelling over 96 million kilometres yearly?

In the run-up to the federal election, we urge you to question the political parties on their intentions for Canada Post, and insist they make clear, public commitments regarding the following issues:

- Establishing postal banking to offset the loss of financial services in many communities;
- Creating an ambitious climate change action plan for Canada Post;
- Maintaining door-to-door mail delivery;
- Preserving our universal and public postal service;
- Maintaining rural post offices.

More information is available at deliveringcommunitypower.ca.

Sincerely,



Jan Simpson
National President

Encl.

c.c. National Executive Committee, Regional Executive Committees, Regional and National Union Representatives, specialists, campaign coordinators

/bk sepb 225 cd/cupe1979

AUTHORIZED BY THE OFFICIAL AGENT FOR THE CANADIAN UNION OF POSTAL WORKERS.
Canadian Union of Postal Workers • 377 Bank Street • Ottawa, ON • K2P 1Y3 • 613-236-7238
AUTORISÉ PAR L'AGENT OFFICIEL DU SYNDICAT DES TRAVAILLEURS ET TRAVAILLEUSES DES POSTES.
Syndicat des travailleurs et travailleuses des postes • 377, rue Bank • Ottawa (Ontario) • K2P 1Y3 • (613) 236-7238



August 13, 2019

The Honourable Jeff Yurek
Ministry of the Environment,
Conservation and Parks
5th Floor
777 Bay St.
Toronto, ON M7A 2J3
Jeff.yurek@pc.ola.org

Toby Barrett – MPP Haldimand – Norfolk
11th Floor
77 Grenville St.
Toronto, ON M5S 1B3
Toby.barret@pc.ola.org

The Honourable John Yakabuski
Ministry of Natural Resources and Forestry
Whitney Block
Suite 6630
6th Floor
99 Wellesley St. W
Toronto, ON M7A 1W3
john.yakabuski@pc.ola.org

Re: Request For Provincial Response to address Gas Well Issues

Norfolk County Council, at their meeting of July 9 2019, approved Resolution No. 4 which reads as follows:

Res. No. 4

THAT THAT Staff Report HSS 19-31, Leaking Gas Wells - Ministry of Natural Resources Funding Update, be received as information;

AND THAT Council approve the proposed plan and direct staff to obtain required approvals and licensing from the required Ministries;

AND THAT Council exempt staff from the quotation and tendering procedures for goods and services outlined in Norfolk County Policy ECS-02 in accordance with single source and emergency purchase provisions, as required, for the work described in this report for remediation at the site located at 1925 Forestry Farm Road, Langton and further research for the broader hydrogeological challenges in the area;

AND THAT Council authorizes the General Manager, Health and Social Services and/or the General Manager, Public Works to enter into the necessary contracts with the appropriate suppliers, contractors and sub-contractors to complete the work;

AND THAT Council authorizes staff to amend the 2019 Capital Plan for the 1925 Forestry Farm Road, Langton project once external funding has been secured at which time the project can proceed.

AND THAT the Mayor and Council provide a letter to the Honourable John Yakabuski, MNRF, Mike Harris, Parliamentary Assistant to the MNRF and Toby Barret, Haldimand Norfolk MPP, demanding immediate funding for municipal extraneous costs to implement the permanent solution for the leaking gas well at 1925 Forestry Farm Road, Langton and the broader hydrogeological research;

AND THAT the Mayor and Council provide a letter to the Honourable Jeff Yurek, MECP, Andrea Khanjin, Parliamentary Assistant to the MECP and Toby Barrett, Haldimand Norfolk MPP requesting engagement with Norfolk County, other Ministries and the experts to advance the knowledge of the leaking gas wells and its impacts and to demand funding for municipal extraneous costs of the air quality monitoring affecting the health and wellbeing of the residents and the remediation of the environmental impacts;

AND THAT Council be made aware of any future requests to the County for additional seismic exploration in Norfolk County prior to permission being granted;

AND FURTHER THAT copies of this resolution be sent to Ministry of the Environment, Ministry of Health, Ontario Geological Survey and all Ontario Municipalities.

The staff report may be viewed online on the County's Website, (Item 5 b) i), July 9, 2019).

Yours Truly,



Andrew Grozelle
County Clerk

cc. The Honourable Christine Elliott, Minister of Health and Long-Term Care
christine.elliott@pc.ola.org
Renée-Luce Simard, Acting Director, Ontario Geological Survey
renee-luce.simard@ontario.ca



Town of Bradford West Gwillimbury
 100 Dissette St., Units 7&8
 P.O. Box 100, Bradford, Ontario, L3Z 2A7
 Telephone: 905-775-5366
 Fax: 905-775-0153
www.townofbwg.com

August 14, 2019

VIA EMAIL

Royal Canadian Legion
 Orville Hand Branch 521
 115 Back Street
 Bradford, Ontario
 L3Z 1W8

Dear Lt. Col. Ferguson Mobbs and members of the Royal Canadian Legion,

At its meeting of August 6, 2019, the Council of The Corporation of The Town of Bradford West Gwillimbury passed the following motion with respect to the Never Forgotten National Memorial.

Resolution 2019-275 Leduc/Contois

WHEREAS the residents of Bradford West Gwillimbury have a proud tradition of honouring those who made the supreme sacrifice on behalf of Canada in armed conflicts across the world;

AND WHEREAS the Never Forgotten National Memorial Foundation has been established to develop commemorative programming, exhibits and monuments at a site on Cape Breton Island as a place of remembrance and thanks for those brave individuals who lost their lives so far from home;

AND WHEREAS the Orville Hand Branch 521 of the Royal Canadian Legion has endorsed the Never Forgotten National Monument Program;

AND WHEREAS the Foundation is seeking the support of businesses, agencies, government organizations, and individuals across Canada to bring life to this important national memorial;

NOW THEREFORE BE IT RESOLVED that the Council of The Corporation of the Town of Bradford West Gwillimbury supports efforts to develop the Never Forgotten National Memorial and so advises Mr. Scot Davidson – Member of Parliament, the Honorable Caroline Mulroney – Member of Provincial Parliament, the Federation of Canadian Municipalities and all municipalities in Ontario.

CARRIED.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alana Schrieder', written over the printed name.

Alana Schrieder
Administrative Assistant

c: Scot Davidson, MP
Hon. Caroline Mulroney, MPP, York-Simcoe
Federation of Canadian Municipalities, and all municipalities of Ontario



TOWNSHIP OF SOUTH FRONTENAC

4432 George St, Box 100
 Sydenham ON, K0H 2T0
 613-376-3027 Ext 2222 or 1-800-559-5862
amaddocks@southfrontenac.net



August 9, 2019

The Honourable Doug Downey, Attorney General of Ontario
 Ministry of the Attorney General
 720 Bay St
 11th Floor
 Toronto ON
 M7A 2S9

Dear Honourable Sir:

Re: Enforcement for Safety on Family Farms

Please be advised that the Council of the Township of South Frontenac passed the following resolution at their meeting August 6, 2019:

That Council support the resolution passed by the Township of Warwick regarding the safety on family farms,

And that the Premier, Attorney General, Minister of Agriculture, Food and Rural Affairs, AMO, ROMA and all other municipalities be informed of this decision.

Carried.

Our Council was strongly supportive of the Township of Warwick's position to find a better way to ensure stronger enforcement of existing laws or the creation of new legislation to ensure that the safety of Ontario's farm families, employees and animals. There have been a number of incidents recently where farmers and livestock transporters have been harassed and activists have had no regard for private property and leaving farmers feeling unprotected by the Ontario legal system. A copy of the Township of Warwick resolution is attached.

We look forward to receiving any updates on this matter.

Yours truly

Angela Maddocks
 Clerk

Encl.

c.c. Honourable Doug Ford, Premier of Ontario
 Honourable Sylvia Jones, Solicitor General
 Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
 All Ontario Municipalities
 AMO
 ROMA



August 13, 2019

Transmitted VIA Email

doug.ford@pc.ola.org

Legislative Building

ATTN: Premier of Ontario

Queens Park

Toronto, ON

N7A 1A1

Dear Doug Ford:

Please be advised that the Council of the Corporation of the Municipality of Bluewater at its regular meeting on July 29, 2019 passed the following resolution:

MOVED: Councillor Whetstone **SECONDED:** Councillor Harris

THAT the Corporation of the Municipality of Bluewater endorse and supports the resolution of the Town of Halton Hills calling upon the Province of Ontario, through the discussion paper entitled "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;

AND FURTHER THAT the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation, and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the County of Huron, and all municipalities in the Province of Ontario. **CARRIED.**

Sincerely,

A handwritten signature in black ink that reads "Alexander".

Chandra Alexander

Manager of Corporate Services



THE CORPORATION
OF
THE TOWN OF HALTON HILLS

Moved by:  Date: July 8, 2019
Councillor Clark Somerville

Seconded by:  Resolution No.: _____

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

AN WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario;

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 program have eliminated many of these containers from the natural environment;

THEREFORE BE IT RESOLVED that the Council of the Town of Halton Hills call upon the Province of Ontario, through the discussion paper entitled "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;

AND FURTHER THAT that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the Region of Halton; and all municipalities in the Province of Ontario.


Mayor Rick Bonnette

TOWN OF FORT FRANCESMINUTESSESSION NO. # 15August 6, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on August 6, 2019 from 12:02 p.m. to 12:28 p.m.

PRESENT: Chairperson W. Brunetta, Councillors A. Hallikas, Mayor J. Caul

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC (12:02 p.m. to 12:14 p.m.), K. Lawson, Deputy Clerk

REGRETS: Councillor D. Judson

1. Call to Order 12:02 p.m.

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting, - none identified

3. Disclosure of pecuniary interest and the general nature thereof

- 3.1 Councillor W. Brunetta disclosed an interest in agenda item 7.1 stating that the NOMA Executive Meeting per diem was hers. She turned over the chair to Councillor Andrew Hallikas and did not participate in any discussion of this matter.

4. Approval of Previous Committee Minutes

- 4.1 Session No. 14 dated July 2nd, 2019.

Caul-Hallikas: Approved as presented.

CARRIED

5. In-Camera - no items identified

6. Items Referred from Council - no items identified

7. New Business

- 7.1 Councillor Brunetta - NOMA Executive Meeting.
- committee recommended approval of the Travel Expense and Per Diem claims in the amount of \$240.00 as submitted by Councillor Wendy Brunetta for her attendance at the NOMA Executive Meeting and Conference in Thunder Bay on July 16-17, 2019.

- 7.2 357/358 Application for Tax Adjustment (319 Victoria Avenue)
 - committee recommended approval of the adjustment of the 2018 taxes for October 15th to December 31st, 2018 and for 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 319 Victoria Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.
- 7.3 357/358 Application for Tax Adjustment (420 Mowat Avenue).
 - committee recommended approval of the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 420 Mowat Avenue resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.
- 7.4 357/358 Application for Tax Adjustment (Front Street).
 - committee recommended approval of the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at Front Street resulting from the purchase of the property by the Town of Fort Frances, which is exempt from paying taxes.
- 7.5 357/358 Application for Tax Adjustment (335 Scott Street).
 - committee recommended approval of the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 335 Scott Street resulting from the demolition of a building for the land to be used as a parking lot.
- 7.6 357/358 Application for Tax Adjustment (737 Scott Street).
 - committee recommended approval of the adjustment of 2019 taxes under Section 357/358 of the ***Municipal Act*** for property located at 737 Scott Street resulting from the change in classification of the property.

8. Outstanding Items

- 8.1 Request for Reconsideration - Minutes of Settlement (M.O.S.) re: 306 Kerr Place (2019) Roll # 5912-010-006-00504-0000.
 - committee recommended processing the Minutes of Settlement (M.O.S.) for the property located at 306 Kerr Place as received.
- 8.2 Rainy River Vet Services Committee.
 - Ms. Kim Jo Bliss was in attendance to provide committee with additional information regarding the request. Committee recommended approval of a contribution to the Rainy River Vet Services Committee in the amount of \$650.00 in support of the district initiative.

9. Information

- 9.1 Fort Frances Fire & Rescue - June 2019 Report. - received as information.
- 9.2 General Fund (Operating) Summary for the six months ending June 30, 2019. - received as information.
- 9.3 Water and Sewer Fund (Operating) Summary for the six months ending June 30, 2019. - received as information.
- 9.4 2019 Reserve Fund (to June 30, 2019). - received as information.
- 9.5 Capital Budget to Actuals (to June 30, 2019). - received as information.

10. Non-agenda Items - no items identified

11. Adjourn 12:28 p.m. / Next Meeting Date - September 3rd, 2019

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #13August 6, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on August 6, 2019 from 8:30 a.m. to 9:12 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, E. Slomke, Clerk/Interim Municipal Planner/Acting Committee Secretary, C. Vangel, CBO/Municipal Planner

1. Call to Order

Session #13

2. Disclosure of pecuniary interest and the general nature thereof

Councillor McTaggart disclosed an interest in Item 7.5.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.
Approved as presented.

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 Request letter from J. McEvoy & J. Tovey re: Overheight Fence Request at 927 Frenette Avenue.
- the Committee recommends denial of this request.

7. New Business

7.1 Site Plan Control - 821 McIrvine Road (UNFC Daycare).
- the Committee recommends 821 McIrvine Road be designated as a Site Plan Control area and further that an agreement be developed and approved by by-law at an upcoming meeting of Council.

7.2 Site Plan Control - 1530 King's Highway (Belluz Concrete & Rentals).
- the Committee recommends 1530 King's Highway be designated as a Site Plan Control area and further that an agreement be developed and approved by by-law at an upcoming meeting of Council.

7.3 Site Plan Control - 528 Second Street East (Robert Moore School/RRDSB).
- the Committee recommends that an amending agreement be developed and approved by by-law at an upcoming meeting of Council.

7.4 Site Plan Control - 810 King's Highway (Borderland Hotel Inc. - o/a Fort Frances Super 8).
- the Committee recommends that an amending agreement be developed and approved by by-law at an upcoming meeting of Council.

7.5 Application for Condominium - 201 Minnie Avenue.

Councillor McTaggart disclosed an interest in this matter. He did not speak to the matter nor vote on it. Councillor Judson assumed Chair responsibilities for this agenda item.

- the Committee recommends approval of a 'Draft' Plan of Condominium, authorize exemption under the Condominium Act and further that the Application for Condominium fees be waived, leaving the development with legal costs only.

8. Outstanding Items

- 8.1 Letter from D. Dickson re: 556 Webster Avenue.
 - the Committee recommends amendments to expand the scope of second units (with certain restrictions) as permitted within the Town of Fort Frances which require amendments to the Official Plan and Zoning By-law.
- 8.2 Letter from D. Cuthbertson re: Scott Street Concerns.
 - A brief update was provided. The Committee recommends that this matter be removed from this agenda as an outstanding item. Mr. Cuthbertson will be sent appropriate correspondence.

9. Information

- 9.1 OPP New Animal Abuse Reporting Number.

1-833-9ANIMAL (1-833-926-4625).
- 9.2 Zoning By-Law Amendment & Removal of H for 1408 Eighth Street East (Church of the Holy Spirit).
 - the Committee supports this matter moving forward and will accept the recommendation from the Committee of Adjustment meeting on August 7th.

10. Non-agenda Items - None.

11. Adjourn / Next Meeting Date
Tuesday September 3rd, 2019 at 8:30 a.m.

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #013

August 6, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on August 6, 2019 from 10:30 a.m. to 10:54 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoef - Councillor, Mayor June Caul (ex-officio), Doug Brown, CAO, Jason Kabel - Community Services Division Manager

ALSO PRESENT: Randy Thoms - Media

1 CALL TO ORDER (Session #013)

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)
- NIL

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF
- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - June 17, 2019 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL
- NIL

6 NEW BUSINESS

- 6.1 Theatre Technician Fees - A couple of modifications to the proposal were considered. The changes will be taken to the head Theatre Technician for input and brought back to the next meeting.
- 6.2 Memorial Sports Centre Hours & Facility Closures - The Committee recommends to Mayor & Council to endorse the annual calendar of hours and closures for the Memorial Sports Centre as presented.
- 6.3 Memorial Sports Centre - prime-time ice - The Committee recommends to Mayor & Council to redefine the non-prime time ice surface rental user fee class to include the hours 6am to 8am as presented.

7 NON-AGENDA ITEMS
- NIL

8 INFORMATION

- 8.1 Sunny Cove Request - Linda Hamilton & Jennifer Woods - This item will be brought forward to the Sunny Cove Advisory Committee on August 29, 2019 for input.
- 8.2 Next Meeting - Tuesday, September 3, 2019

9 ADJOURNMENT
There being no further matters before the committee at this time, the meeting was adjourned at 10:54 a.m.

A. Hallikas, Executive Committee Chair

J. Kabel, Manager of Community Services

Doug Cuthbertson – Chair Northwoods	P	Chamber of Commerce Representative Jennifer Soderholm	P
Ed Gackley Flinthouse	P	Doug Judson – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland (Guest) Flint House	P
Pam Williams (Guest) 4 Your Pets	P	Kalie (Guest) Warehouse One	P
Scott Krinke-Turvey (Guest) Inkspotz	P		
Katie Trimble B93	AP		
Pat Gartshore Gartch's International Pub	P		
Natalie Donaldson Bettys	A		
RRFDC Representative Geoff Gillon	P		
Jennifer Horton Curvey Chick	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 8:05 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 Stacey & Kalie.

2. Approval of Minutes

B.I.A Board of Management Meeting –10 July, 2019

Copies of the minutes from the June, 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pat Gartshore/Ed Gackley
TO accept the minutes presented of June, 2019
Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 –Pat Gartshore/Jennifer Horton
TO accept the total payable for, July, 2019 in the amount of \$4,722.76
No against or abstentions
CARRIED

4. New Business

1. Single Use Plastic

5. Business Arising from the Minutes

Finance and Administration Committee

1. Still Surplus. Sitting good.

Promotions Committee

1. Scott Street closed tomorrow for Scott Street Celebrations. Market will be going on as usual. This year there are many Scott Street activities planned for the day. There were some issues and concerns voiced over the street only being closed until 1 p.m. It is hard to accommodate everyone and the committee works hard to try and see everyone's needs are met in some fashion.

Maintenance Committee

1. Flower baskets are up and look great.

Chamber of Commerce

1. Quest for the Best is scheduled for Friday, 19 July, 2019. Contest is now full.
2. Board is closed for the summer.

New Committee

1. Ben has separated from the group and Katie from the TD Bank has been transferred.

Motion # 3Pat Gartshore/Ed Gackley

To close the committee

No against or abstentions

All in agreement – CARRIED

Social Media

1. If you would like something shared on facebook, send it in to the facebook page.

8. New Business

1. Doug handed out brochures re plastics. He discussed the suggested By-Law he is proposing. We had a lengthy discussion regarding the program. Everyone was very much interested in the proposal and had useful comments and suggestions.

6. Old Business

1. Nothing to discuss at this time.

Setting of Next Board Meeting

Motion # 4 Scott Krinke Turvey

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:50 a.m.

The next meeting date will be 14 August, 8 a.m. at the RRFDC board office above the Credit Union on First Street East.

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.