

TOWN OF FORT FRANCES

AGENDA - October 28, 2019

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 025) 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:

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Email request from J. Loerzel, Riverside Community Counselling Services re: Shine the Light request to raise flag 3
- will be coordinated through the Mayor's office.

3.3 Letter from S. Hatfield, Fifth St W resident re: Request Waiver of Fees 4
- will be referred to the Planning & Development Executive Committee for recommendation.

4. Approval of Council Minutes: *

4.1 Session No. 024 dated October 15, 2019.

5. Approval of Committee of the Whole Minutes: *

5.1 Session No. 026 dated October 15, 2019.

6. Resolutions from tonight's Committee meeting

7. By-Laws:

7.1 By-law 36/19 being a by-law to approve a service agreement with Norwest IT Solutions for the provision of information technology services. 5 - 11

7.2 By-law 37/19 being a by-law to authorize the execution of an agreement with Pioneer Construction Inc. for Asphalt Patching of 12 - 18

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Various Locations within the Town of Fort Frances awarded through the public tender process.	
7.3 By-law 56/97-C being a by-law to authorize renewal of a joint use agreement with the Rainy River District School Board and Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances to provide for the operation and maintenance of an auditorium facility as part of a multi-use facility.	19 - 27
7.4 By-law 38/19 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and the Corporation of the Town of Fort Frances for the provision of Police Services.	28 - 38
8. <u>New Items:</u>	
8.1 2020 Rural Ontario Municipal Association (ROMA) Annual Conference - January 19 to 21, 2019 - Sheraton Centre - Toronto	39 - 46
9. <u>Information Correspondence:</u>	
9.1 Association of Municipalities of Ontario (AMO) - Watchfile dated October 17, 2019 - Watchfile dated October 24, 2019	47 - 51
9.2 ROMA Communications - October 11, 2019	52 - 55
9.3 Letter dated October 18, 2019 from MPP G. Bourgouin re: Bill 125, Making Northern Ontario Highways Safer Act, 2019	56 - 77
10. <u>Minutes:</u>	
10.1 Planning and Development Executive Committee dated September 3, 2019.	78 - 79
10.2 Downtown Business Improvement Area Board of Management (BIA) Meeting dated September 11, 2019.	80 - 82
10.3 Operations and Facilities Executive Committee dated October 9, 2019	83 - 84
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>	

From: J.Loerzel@rhcf.on.ca
To: [Lisa Slomke](#)
Cc: L.Belluz@rhcf.on.ca
Subject: Shine the Light Campaign
Date: Tuesday, October 22, 2019 8:47:07 AM

Hi Lisa.

November is quickly approaching and Riverside Community Counselling Services is once again participating in the Shine the Light campaign that is aimed at prevention and awareness of woman abuse. I am wondering if the Town of Fort Frances would be willing once again to raise our campaign flag for the month of November? I am hoping that we could do this on Friday, November 1st in order to officially start our campaign.

Thank you very much for your time and please let me know if there is anything additional you need from me.

Jacquee Loerzel, M.S.W., R.S.W.
Community Family Violence Counsellor

Riverside Community Counselling Services
110 Victoria Avenue, Fort Frances, Ontario, P9A 2B7
(807)-274-4807
Fax: (807)-274-4833

This e-mail message is confidential and is intended only for the persons named above. If you have received this message in error, please notify the sender immediately and securely delete/remove it from your computer system. Any reading, distribution, printing or disclosure of this message if you are not the intended recipient is strictly prohibited. Thank you.

October 4, 2019

To Council

We have purchased and built a home on lots 214, 216, 218, and 220 Fifth Street West in 2018. This week we received an application to have all these lots combined as one and they are saying we need to provide all this information that the town should already have since we did have to purchase a building permit. We were told to pick an address and all four lots would be put as one. At no time did anyone tell us that we were going to have to provide this information to the town nor were we told that we would have to pay a fee to have this done. I request that council agree to waive the fees for this application that should have been done prior to the build not almost a year later.

Thanks
Sue Hatfield
218 Fifth St W
Fort Frances, Ontario
P9A 3P6

A handwritten signature in cursive script that reads "Sue Hatfield". The signature is written in dark ink and is positioned below the typed name and address.

TOWN OF FORT FRANCES

BY-LAW NO. 36/19

(BEING a by-law to approve a service agreement with Norwest IT Solutions for the provision of information technology services)

WHEREAS on August 12, 2019, Council approved a report from D. Brown, CAO which authorized entering into a service agreement with Norwest IT Solutions for the provision of information technology services.

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

1. That the agreement with Norwest IT Solutions in the form attached 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 28th day of October 2019.

J. Caul, Mayor

E. Slomke, Town Clerk

Administration & Finance Division
 Planning & Development Division
 Phone: 807-274-5323
 Fax: 807-274-8479

Mailing Address for All Divisions:
 Civic Centre
 320 Portage Avenue
 Fort Frances, ON
 P9A 3P9



Operations & Facilities Division
 Phone: 807-274-9893
 Fax: 807-274-7360

Community Services Division
 Phone: 807-274-4561
 Fax: 807-274-3799

email: town@fortfrances.ca
 www.fortfrances.ca

Agreement to Provide Consulting Services.

Project: Deliver of Information Technology Services

Consultant: Norwest IT Solutions

Date: October 15, 2019

I, Shane Freamo of Norwest IT Solutions (herein referred to as "the Consultant"), agree to provide Information Technology Services to the Town of Fort Frances (herein referred to as "the Client") for the rate of \$100.00 / hour plus applicable taxes and disbursements.

Duration and Scope:

1. This arrangement commenced on August 5, 2019, and will terminate on February 4, 2020. The scope of work will be specified by the Town of Fort Frances Information Technology Manager, CAO, or designate. Work will be conducted on an as required basis.

Project Fee Structure:

1. I understand that the payment will be completed on a regular basis, and upon completion of the contract. Work will be completed to an "upset limit" of **\$ 10,000.00 (plus applicable taxes, and disbursements)**. Should the upset limit be exceeded, the Consultant will be required to contact the Town of Fort Frances Information Technology Manager to notify them and get their written approval to continue with additional work.
2. Any changes to the terms of this agreement must be by mutual written consent of the Consultant and the Client.

Signature: _____

Date: _____

I have authority to enter into a binding agreement.

Please sign and return one copy to Town of Fort Frances. Retain one copy for your records.

Standard Conditions of Service

Services	The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.
Fees and Expenses	<p>Billing will be in accordance with the fees as outlined in the proposal including expenses and noted above.</p> <p>No other consultants will be used to complete the work without the written permission of the Client.</p>
Invoices	<p>Payment due is as noted above. Any additional work that is negotiated will be via invoices submitted on a monthly basis. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.</p> <p>If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.</p>

Standard Conditions of Service – Cont'd

Changes in Scope	<p>The scope of work identified is based on the Consultants understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Clients' needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.</p>
Mediation	<p>All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.</p>
Limitation of Liability	<p>For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals.</p> <p>The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services.</p> <p>The Client expressly agrees that the Consultants' employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultants' employees or principals in their personal capacity.</p> <p>No other party shall rely on the Consultants' work without the express written consent of the Consultant.</p>

Standard Conditions of Service – Cont'd

Governing Law The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment Neither party shall assign responsibilities without the written consent of the other.

Termination The Client or the Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice.

Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultants prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension Upon 14 calendar days written notice to the Consultant, the Client may suspend the Consultants work. If payment of the Consultants invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may, by 14 calendar days written notice to the Client, suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45 calendar days shall, at the Consultants option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges.

Standard Conditions of Service – Cont’d

Suspension – Cont’d Compensation to the Consultant shall be based upon the hourly rate identified herein, and the Client’s expense reimbursement policy.

Ownership of Documents The Client shall be entitled to a copy of all products including, but not limited to specifications, designs and documents prepared by the Consultant, and may use the documents as required. Documents created for the purposes of this project may not be used by the Consultant for another client without the expressed written consent of the Client.

The Client will fully disclose all relevant information or data pertinent to the Project which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client.

The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant entry and ready access to the project site as necessary to enable the Consultant to perform his services.

The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in the Consultants work.

Standard Conditions of Service – Cont'd

Confidentiality The Consultant acknowledges that during the course of the contract, that the Consultant may gain knowledge of, or have access to confidential, sensitive, or privileged information relating to the business and affairs of the Client. It will be the responsibility of the Client to identify to the Consultant whether or not information is Confidential, sensitive, or privileged.

The Consultant agrees to ensure that all such information is kept strictly confidential and agrees to not reveal to any person or entity, or use any information at any time, except as directed by the Client, or as may be required by law. The Consultant acknowledges that this agreement is of indefinite duration.

The Consultant agrees to use caution with, and will take all reasonable steps required to safeguard the confidentiality of the information.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

Being a by-law to authorize the execution of an agreement with Pioneer Construction Inc. for Asphalt Patching of Various Locations within the Town of Fort Frances awarded through the public tender process.

WHEREAS on October 15th, 2019 Council approved a report from the Manager of Operations & Facilities which awarded a contract (19-OF-13) to Pioneer Construction Inc. for three years of Asphalt Patching of Various Locations within the Town of Fort Frances;

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

- 1. That the award of a contract under Tender 19-OF-13, identified as Schedule “A” attached hereto in the form of an agreement forming part of 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 28th day of October 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2
TENDER NO. 19-OF-13
AGREEMENT

THIS AGREEMENT made this 2 day of OCTOBER, 2019.

BETWEEN:

PIONEER CONSTRUCTION INC
 (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 Operations & Facilities Division Manager, (in the Tender Documents the Town Operations & Facilities Division Manager, 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 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)

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, facsimile 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:

2053 Hwy 17, EAST
P.O. Box 1150,
KENORA, ONTARIO
P9N 3X7

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier, facsimile 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:

TRAVIS YOUNG

PRINT NAME AND TITLE OF PERSON SIGNING:

JASON EEROLA, CONSTRUCTION MANAGER

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

PIONEER CONSTRUCTION INC

Address of Witness:

2053 Hwy 17, EAST, KENNERA
CA, PIN 3x7, PO Box 1150

Address of Contractor:

2053 Hwy 17, EAST, KENNERA, CA
PIN 3x7 PO Box 1150

Phone Number of Witness:

807- 548- 4191

Phone Number of Contractor:

807- 548- 4191

Fax Number: 807- 548- 5872

Cell Number: 807- 467- 1018

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, PIONEER CONSTRUCTION INC 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


 If a Corporation; the person signing has authority to bind such corporation

Print name of Witness:

TRAVIS YOUNG

PRINT NAME AND TITLE OF PERSON SIGNING:

JASON EEROJA - CONSTRUCTION MANAGER

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

PIONEER CONSTRUCTION INC

Address of Witness:

2053 Hwy 17, EAST, KENORA
ON, P4N 3X7, PO Box 1150

Address of Contractor:

2053 Hwy 17, EAST, KENORA
ON, P4N 3X7, PO Box 1150

Phone Number of Witness:

807-548-4191
T-y

Phone Number of Contractor:

807-548-4191

Fax Number: 807-548-5872

Cell Number: 807-467-1018

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

Date: OCT 2, 2019.

TOWN OF FORT FRANCES

BY-LAW NO. 56/97 - C

Being a by-law to authorize renewal of a joint use agreement with the Rainy River District School Board and Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances to provide for the operation and maintenance of an auditorium facility as part of a multi-use facility.

WHEREAS by by-law passed August 25, 1997, Council approved entering into a joint use agreement with respect to a community auditorium as part of a multi-use facility;

AND WHEREAS on October 14, 2014, Council approved renewal of the joint use agreement for a five-year term as proposed by the Parties to the agreement,

AND WHEREAS on October 15, 2019, Council approved a report from the Manager of Community Services upon the recommendation of the Community Services Executive Committee which recommends renewal of the Townshend Theatre joint use agreement for a five-year term,

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

1. That the renewal agreement between the Rainy River District School Board; The Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances in the form attached hereto as Schedule "A" 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 28th day of October 2019.

J. Caul, Mayor

E. Slomke, Clerk

AGREEMENT

Between

RAINY RIVER DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

And

THE CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY
(hereinafter called the "College")

And

CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the "Town")

WHEREAS the Board and the College have constructed a Multi-Use Facility on lands within the Town of Fort Frances;

AND WHEREAS the Town has constructed a theatre for the performing arts (hereinafter called the "Theatre") within the Town of Fort Frances;

AND WHEREAS the Town, the Board and the College acknowledge that the existence of a theatre in conjunction with a secondary/post-secondary school is beneficial to the School and the Theatre;

AND WHEREAS the Town, the Board and the College acknowledge that significant savings have been achieved for each Party through the construction of a Multi-Use Education Facility;

AND WHEREAS the Parties wished to enter into an agreement to provide for the ownership, construction, maintenance, operation and management of the Theatre;

AND WHEREAS this agreement is entered into pursuant to the provisions of Section 183 of the *Education Act*, R.S.O. 1995 C. E2.

NOW THEREFORE witnessed that in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. Funding for the Community Auditorium project is as per the following resolution approved by the Corporation of the Town of Fort Frances (February 24, 1997) as follows:

“That this Council commit to financing the net cost of construction of a new Community Auditorium Facility, the net cost of which is to be determined as follows:

Actual Cost capped at \$2,000,000 less any senior government funding, less a minimum of \$500,000 to be raised by the Community Auditorium Committee.”

Construction of the Community Auditorium will be in conjunction with the construction of a new Multi-Use Facility on the lands described in Schedule “A”.

2. In consideration of the Town’s substantial financial contribution towards the capital cost of construction of the Theatre, it is agreed that the Town shall be entitled to the use of the Theatre in priority to the Board and the College; and, that the Board and the College shall be entitled to the use of the Theatre as set out herein.

OWNERSHIP

3. It is understood and agreed that the Board shall own the land and buildings upon which the Theatre is to be constructed subject to the provisions hereinafter set out which shall prevail in the event the Board no longer requires the Multi-Use Facility for education purposes. In the event, it is understood and agreed that all equipment, furnishings and fixtures placed in the Theatre shall remain with the Theatre and shall thereupon be owned by the Town unless expressed arrangements are otherwise made at the time of the acquisition of the equipment, furnishings and fixtures.
4. In the event the Board and the College determines that they no longer require the Multi-Use Facility for education purposes, the Board agrees that the Town shall, immediately thereupon be deemed to have leased that portion of the premises that comprises the Theatre together with that portion of the parking lot and driveway necessary to serve the Theatre for the sum of \$10.00 per annum for a term of fifty (50) years to commence when the Board and the College cease to use the Multi-Use Facility for their education programs. The Board and the College agree that they shall not make any application for rezoning for the remainder of the Multi-Use Facility lands for any purpose which is deemed by the Town to be incompatible with the Town’s use of the Theatre lands.

MANAGEMENT AND OPERATION

5. The Town, at its expense, shall be primarily responsible for the management of the Theatre, including the establishment of the charges for the use of the Theatre and the booking of the use of the Theatre. The Board, in conjunction with its maintenance of the Multi-Use Education Facility and at its expense, shall be primarily responsible for the day to day operation, maintenance and caretaking of the Theatre and shall pay all operating costs, including, but not limited to snow removal, janitorial and utility charges. The College will

become a partner through active participation in the Theatre Management Advisory Committee.

6. The Town, when operating the Theatre, will be exempt from Board Policy 6.10, Community Use of School Facilities and Grounds. The schedule of charges set out in Policy 6.10 shall not apply except that the Town agrees to be responsible for direct additional caretaking costs (being the costs not contemplated by paragraph 5 hereof) incurred by the Board as a result of the Town's use of the Theatre or as a result of a use authorized by the Town (other than the Board's use). These costs shall be invoiced by the Board and paid by the Town.
7. The Town shall be entitled to all rental revenue from the Theatre it being understood that such revenue, will be applied to defray the costs to be paid by the Town pursuant to paragraph 5 hereof and the surplus, if any, shall be retained and allocated for Theatre purposes. Notwithstanding the generality of the foregoing, in the event the Board or the College wishes to undertake special fundraising events to take place within the Theatre outside of regular school hours, the Board or the College may retain such revenue provided the ticket surcharge, ~~as set in paragraph 13~~, is remitted to the Town. In such event, the Board or the College agrees to advise the Town of the nature of such special fundraising events prior to their occurrence.
8. In the event that special temporary services and/or facilities not normally available for the operation of the Theatre are required, such facilities and services, including the caretaking services not provided pursuant to paragraph 5 hereof, shall be paid for by the Party requiring same. It is expressly understood and agreed by the Parties that the lighting and sound equipment shall only be operated by competent persons as approved by the Town, which approval will not unreasonably be withheld and which approval will be given on the basis of competency and not given or withheld on the basis of union membership. It is further agreed that nothing may be permanently installed in the Theatre by either Party without the written consent of the other Party.
9. At all times when the Board has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre. Similarly, at all times when the Town or the College has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre.
10. It is understood and agreed that the Theatre shall be available for use each and every day between the hours of 8:00 a.m. and 1:00 a.m. and that the Town shall have the right to book the use of the Theatre during such hours. Notwithstanding the generality of the foregoing, prior to September 1 of each year, the Town and the Board agree that a representative of the Town and the Principal (or designate) shall establish a schedule of the Board's use of the Theatre for the next 12 months. Usage at the Theatre will be assigned according to the following priorities: a) events b) rehearsal of events c) ongoing practices and classes. The schedule shall be shared with the Theatre Management Advisory

Committee. It is generally understood and agreed that for the purposes of establishing such schedule, the Board shall have the option to schedule the use of the Theatre from 8:00 a.m. to 6:00 p.m. on each school day, as outlined in the school year calendar, provided by the Board. The Board's use of the Theatre shall be at no cost to the Board. In the event of a dispute or conflict with respect to the booking of the Theatre, the decision of the Theatre Management Advisory Committee as hereinafter defined shall be final.

11. The Town agrees that in the event it books the use of the Theatre during regular school hours, care shall be taken that such use shall not interrupt or cause a disturbance to any regular Multi-use Education program.
12. Persons using the Theatre shall not be allowed on Board or College property during the Town's use of the Theatre except as may be reasonably necessary to permit the use of the Theatre or as may be expressly agreed upon from time to time.
13. Prior to September 30 in each year, the Town and the Board agree that a representative of the Town and a representative of the Board shall meet to establish a recommended operating and capital budget for the Theatre which budget shall be submitted for approval to the Council of the Town and the Trustees of the Board. It is expressly understood and agreed that the Board and the Town shall contribute, as budgeted from time to time, towards the capital costs of maintaining and equipping the Theatre.
14. In order to assist with the funding of future capital requirements of the Theatre, the Town and the Board agree that whenever there is an admission charged for an event held at the Theatre, a surcharge in an amount as will be determined from time to time through the budget approval process, shall be applied at the time of sale of each ticket and the amount collected shall be held in a reserve account by the Town to be applied only to capital expenditures for the Theatre. Any dispute over the application of the "surcharge" shall be referred to the Theatre Management Advisory Committee for resolution.
15. The Town, the College and the Board mutually indemnify and hold each other harmless and their respective servants and agents from and in respect of all manner of claims, actions, demands, and suits made against either of them arising out of or in connection with their use of the Theatre, together with all costs and expenses related thereto including legal costs, unless due to the other party's negligence or that of its respective servants or agents. The Board, the College and the Town agree to keep in place appropriate policies of insurance in respect of the Theatre.
16. The Town and the Board agree that there shall be established a Theatre Management Advisory Committee to provide advice to the Town, The College and the Board from time to time with respect to the operation and needs of the Theatre. The Theatre Management Advisory Committee shall be comprised of one Rainy River District School Board Trustee and one member of the Board staff to be appointed by the Board; one member of the Council of the Town of Fort Frances and one member of Town staff to be appointed by the

Town; two members of the community to be appointed by the Town; and, one member of Confederation College. This Committee shall meet at least quarterly. It is expressly understood that such Committee shall have no budget responsibility.

17. In the event there is a difference arising as between the Town and the Board in respect of this Agreement which the Parties themselves cannot resolve, the dispute shall be resolved by arbitration under the *Arbitrations Act*, as amended from time to time. Such differences shall be determined by a single arbitrator jointly appointed by the Parties and failing agreement in such appointment, the arbitrator shall be appointed as provided in the *Arbitrations Act*.
18. No rights under this Agreement are assignable and neither Party shall assign any of its rights unless agreed to by all Parties.
19. The term of this Agreement shall be five (5) years and shall be reviewed and renewed for further terms of five (5) years unless terminated on mutual consent by both the Board and the Town. The Town shall immediately upon such termination, be deemed to have leased the Theatre upon the terms and conditions set out in paragraph 7 and shall be entitled to take immediate possession of the Theatre.
20. This Agreement may be reviewed by all Parties at any time and any term of the Agreement may be amended or waived at any time upon mutual consent of the Parties. The failure of any Party to enforce any term or obligation of the other shall not be deemed to be a waiver of such term or obligation, or permission for any subsequent breach of the same, and either Party may at any time enforce such term or obligation. The waiver by either Party of any breach of any term or obligation hereof shall not be deemed to be a waiver of such term or obligation with respect to any subsequent breach.
21. Any notice required to be given under this Agreement shall be deemed to have been given if sent by registered mail, postage prepaid, or by telephone facsimile transmission, respectively addressed.

In the case of the Board to:

The Rainy River District School Board
522 Second Street East
Fort Frances, ON P9A 1N4

Attention: Director of Education

Telephone Facsimile: 807-274-5078

In the case of the Town to:

The Corporation of the Town of Fort Frances
P.O. Box 38
Fort Frances, ON P9A 3M5

Attention: Clerk

Telephone Facsimile: 807-274-8479

In the case of the College to:

Confederation College of Applied Arts and Technology
P.O. Box 398, Postal Station F
Thunder Bay, ON P7C 4W1

Attention: Vice President of Student and Corporate Services

Telephone Facsimile: 807-623-4675

or such other address or telephone/facsimile number as the Parties may respectively notify each other in writing, and such notice shall be deemed to have been received, if mailed, on the fourth business day next following the mailing thereof and if sent by telephone facsimile transmission, on the business day next following the telephone facsimile transmission thereof.

22. This Agreement shall become an Addendum to the existing Multi-Use Facility Agreement, March 1, 1994, between the College and the Board.
23. This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or have hereunto affixed their corporate seals attested by the hands of the duly authorized officers of the Parties.

SIGNED THIS _____ DAY OF _____, 2019.

Chair, Rainy River District School Board

Director of Education, Rainy River District School Board

Mayor, Corporation of the Town of Fort Frances

Clerk, Corporation of the Town of Fort Frances

President, Confederation College of Applied Arts and Technology

SCHEDULE A

TOWN OF FORT FRANCES
320 PORTAGE AVENUE
FORT FRANCES, ON
Phone: 807.274.5323

06-May-13
 2:56:35 PM

PROPERTY INFORMATION FOR: 59-12-010-004 -00700-0000

Owner & Mailing Address RAINY RIVER DISTRICT SCHOOL 522SECOND ST E FORT FRANCES ON P9A 1N4	Property Location Information 440 MCIRVINE RD Fort Frances Frontage 0 Depth 0 Area 19.56 PT RIV R LOT 39 TO 40 PCL;19244
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Notes**0 " / Plan**

Code	Description
LIVING	Living

Zonin

Code	Bylaw	Description
I		Institutional

Structures on Prooerty

Year	Code	DescnJtion	Swreys	Area	Bed.	Bathrooms		Floor Area				
			riillHilf""	<u>Total</u>	<u>Bsmt</u>	<u>Bsmt</u>	<u>frmshtd</u>	<u>Full</u>	<u>Half</u>	1	2	3
1973	1973	650	Secondary School	2	0	60568					0	

Pro er. Documents

Document ID	Date	Document T e	Unit	Status	Status Manual
2011023	09-May -11	Institutiona l Alteration/Renovation- Buildin MCIR	COMPLETE	Issued	

Monday, May 06, 2013

Page 1 of 1

TOWN OF FORT FRANCES

BY-LAW No. 38/19

Being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario as represented by the Solicitor General and the Corporation of the Town of Fort Frances for the Provision of Police Services.

WHEREAS the Town of Fort Frances deems it necessary to comply with Section 10 of the Police Services Act, R.S.O. 1990, c. P. 15;

AND WHEREAS under Section 4(1) of the Police Services Act, R.S.O. 1990, c. P. 15, as amended, (the Act), the Municipality is required to provide adequate and effective police services in accordance with its needs;

AND WHEREAS under Section 5 of the Act, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with Ontario under Section 10 of the Act to have police services provided by the Ontario Provincial Police;

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

1. That the Corporation of the Town of Fort Frances enter into an Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of Police Services, and that the said contract shall be in the form of Schedule "A" attached hereto and forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to execute such Agreement and Affix the Corporate Seal thereto.

This agreement shall come into force effect on January 1, 2020.

Read a first, second and third time and finally passed in Open Council this 28th day of October 2019.

J. Caul, Mayor

E. Slomke, Clerk

The term of this Agreement is effective as of the 01st day of January 2020.

**AGREEMENT FOR THE PROVISION OF POLICE SERVICES
UNDER SECTION 10 OF THE *POLICE SERVICES ACT*, R.S.O. 1990, c. P.15, as am.**

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
SOLICITOR GENERAL**

("Ontario")

OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWN OF FORT FRANCES
(the "Municipality")**

OF THE SECOND PART

RECITALS:

- (a) Under s. 4(1) of the *Police Services Act*, R.S.O. 1990, c. P.15, as am., the Municipality is required to provide adequate and effective police services in accordance with its needs;
- (b) Under s. 5 of the *Police Services Act*, the Municipality's responsibility for providing police services may be discharged by entering into an Agreement with the Solicitor General under s. 10 of the Act;
- (c) The Municipality has expressed its intent to provide police services, in pursuance of its responsibilities under s. 5 of the *Police Services Act*, by means of this Agreement, as evidenced by by-law number , dated (attached as Schedule "A");
- (d) This Agreement reflects the intent of the parties to provide an adequate and effective level of police services for the Municipality as set out in the "Contract Policing Proposal," dated October 11, 2019 (attached as Schedule "B");

NOW THEREFORE, in consideration of the premises and covenants herein, the parties agree as follows:

1. The parties warrant that the recitals are true.

Definitions

2. In this Agreement:

- (a)** “Annual Billing Statement” means a statement prepared by Ontario and submitted to the Municipality for review and approval which contains:
 - (i) the Municipality's policing costs for the year following the year in which the statement is prepared, based on an estimate of salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable); and
 - (ii) a year-end adjustment reconciling salary, benefits, overtime, shift premium, statutory holiday payouts, prisoner transportation, court security (if applicable), and accommodation/cleaning (if applicable) costs to those billed for the preceding year.
- (b)** “Board” means Town of Fort Frances Police Services Board.
- (c)** “Commissioner” means the Commissioner of the O.P.P.
- (d)** “Detachment Commander” means the O.P.P. officer in charge of Rainy River District Detachment.

General Provisions

- 3.** Ontario shall provide adequate and effective police services in accordance with the needs of the Municipality in compliance with the terms and conditions of the Agreement. The Municipality shall pay Ontario for the police services provided under this Agreement in accordance with this Agreement.
- 4.** The Commissioner shall ensure that the Detachment Commander responds appropriately to the Board's objectives and priorities for police services, developed after consultation with the Detachment Commander, pursuant to s. 10(9)(b) of the *Police Services Act*.
- 5.** The Commissioner shall cause the Detachment Commander or his or her designate to report to the Board at mutually agreed upon intervals in accordance with the *Police Services Act* regarding the provision of police services in and for the Municipality. The O.P.P. will determine the information to be contained in the reports and the format in which they will be provided.
- 6. (a)** For the purposes of s. 10(6) of the *Police Services Act*, the O.P.P. shall provide police services to the Municipality, including the enforcement of mutually agreed upon by-laws. The parties shall review this part of the agreement annually, with a view to revising or updating the list of by-laws requiring O.P.P. enforcement.

- (b) Municipal Building Code violations overseen by the Municipality's Building Code inspector and those by-laws related to animal control will not form part of this Agreement.
7. The parties agree that sections 132 and 133 of the *Police Services Act* will be applied as if the Rainy River District Detachment of the O.P.P. was a municipal police force, and as if the Detachment Commander was a Chief of Police.

Service Levels

8. (a) Ontario shall cause the Commissioner to assign police officers and other persons to duties relating to the police services in and for the Municipality so as to provide the municipality adequate and effective policing services.
- (b) Where the Municipality receives dedicated enhancement positions, it shall be responsible for all costs associated with those dedicated resources. In the event that the Municipality decides to reduce the number of enhancement positions, it shall provide Ontario with at least one year's prior written notice and shall be responsible for all costs associated with such reduction.

Liability of Ontario

9. The O.P.P. shall be liable for any damages that may arise as a result of any negligent acts or omissions of its members in the performance of this Agreement.

Provincial Services Usage

10. The O.P.P. as legislated by the *Police Services Act*, must be capable of providing provincial level response that can be mobilized for emergencies, disaster or specialized needs. The O.P.P. may meet this requirement by deploying resources that normally would be assigned to the Detachment that serves the Municipality. The O.P.P. shall ensure that in the event resources are deployed to a situation requiring provincial level response, appropriate resources remain available to the Detachment to provide adequate and effective policing to the Municipality. The use of O.P.P. officers in cases where there is a provincial obligation to respond will be accounted for as part of the billing model.

Equipment and Facilities

11. Ontario shall supply or cause to be supplied all vehicles and equipment reasonably necessary and appropriate for the use of the O.P.P. in providing police services under this Agreement.
12. The parties will enter into negotiations concerning the provision and payment of appropriate buildings and rental agreements, including, but not limited to, location, leasehold improvements, and capital costs, where applicable.

Adequacy Standards Regulation

13. The O.P.P. shall undertake and be responsible for ensuring that all mandatory standards of adequate and effective police services as required by *Ontario Regulation 3/99* under the *Police Services Act* are met and maintained.
14. The Detachment Commander shall provide the Board with reasonable documentation, as agreed upon between the Board and the O.P.P., to allow the Board to evaluate the services and satisfy itself that adequate and effective standards and policies are in place.
15. It shall be the responsibility of the Board to monitor the delivery of police services to ensure that the provisions of the *Ontario Regulation 3/99* under the *Police Services Act* are satisfied on an ongoing basis.

Cost of Police Services

16. (a) On or before October 01st in each year, Ontario shall prepare and deliver to the Municipality for review and approval, the Annual Billing Statement for the following year, together with sufficient documentation and information reasonably necessary to explain and support the billing.
- (b) The Municipality shall review the Annual Billing Statement upon receipt and, within 90 days of such receipt, shall approve the Annual Billing Statement or deliver to Ontario a request to review the Annual Billing Statement.
17. (a) In the event that the Municipality fails to approve or request a review of the Annual Billing Statement within 90 days of receipt, the Municipality shall be deemed to have approved the Annual Billing Statement.
- (b) In the event that the Municipality requests a review of the Annual Billing Statement as provided in this paragraph, the Annual Billing Statement shall be approved, or amended and approved in accordance with Section 18.
18. Where the Municipality has delivered to Ontario a request to review the Annual Billing Statement, Ontario shall carry it out expeditiously, and Ontario shall cooperate to permit such a review to be carried out. If the parties are unable to agree on the Annual Billing Statement, either party may submit the matter to the dispute resolution mechanisms set out in paragraphs 22 and 23. In the event that the Municipality delivers a request to review to Ontario, the Annual Billing Statement shall be deemed to apply during the period of review.
19. The Municipality shall make monthly installment payments to Ontario due no later than 30 days following receipt by the Municipality of each monthly invoice, each one being one twelfth of the Annual Billing Statement for that year. Any amounts which have become due and owing shall bear interest at the rate set by the Minister of Finance from time to time.

20. Ontario shall keep all records, statements of account, invoices and any other such documents necessary to support the Annual Billing Statement, and all such records shall be kept for a period of seven years. Ontario shall permit the Municipality, upon notice to Ontario, to examine all such records and books of account and conduct a review of the Annual Billing Statement.
21. Upon the approval or deemed approval of the Annual Billing Statement, as provided in this Agreement, adjustments shall be made in the amounts paid by the Municipality by installment so that (i) the total amount paid in respect of the preceding year is equal to the amount shown on the approved Annual Billing Statement and (ii) the installments for the year following the year in which the statement is prepared are each equal to one twelfth of the approved Annual Billing Statement. Any amounts payable by one party to the other shall be paid to the appropriate party in the remaining monthly billings for the year following the year in which the statement is prepared.

Dispute Resolution Mechanisms

22. (a) The provisions of this paragraph apply in the event of a dispute between the Municipality and Ontario concerning financial and related issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Financial Disputes”) or between the Board and the O.P.P. concerning policing issues arising out of the interpretation, application, administration, or alleged violation of this Agreement (“Policing Disputes”).
- (b) In the event that a dispute arises, the Detachment Commander, or representative, and the Municipality or the Board, as the case may be, or their representative, shall meet within 30 days of such dispute arising, and use all best good faith efforts to resolve the dispute.
- (c) If the dispute remains unresolved, the Regional Commander, or representative, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (d) If the dispute remains unresolved, the Commissioner, or Deputy Commissioner, and the Municipality or the Board, as the case may be, or representative, shall meet and use all best good faith efforts to resolve the dispute.
- (e) If a Financial Dispute remains unresolved, the issue may be referred to mediation by either party, and each party shall use all good faith efforts to resolve the dispute.
23. (a) Financial Disputes that cannot be resolved through any of the methods described within paragraph 22, may be referred to and settled by binding arbitration. The provisions of the *Arbitration Act, 1991* shall apply to any such arbitration, unless otherwise indicated below:
 - (i) The language of the arbitration shall be English.

- (ii) The place of the arbitration shall be the Town of Fort Frances.
 - (iii) Each party agrees that the arbitration shall be conducted in a summary manner to ensure a full hearing in a cost effective and efficient manner.
 - (iv) Each party shall make prompt full disclosure to the other and, subject to the availability of an arbitrator the arbitration shall be commenced within 30 days of the conclusion of the meeting with the Commissioner, or the mediator, if applicable.
 - (v) Each party shall be responsible for its own legal expenses and for an equal share of the fees and expenses of the arbitration and any other related expenses. Section 54 of the *Arbitration Act* shall not apply; the arbitrator shall have no right to make an award relating to costs.
 - (vi) The parties shall have no right of appeal to a final decision of an arbitrator.
- (b)** Policing Disputes shall not be subject to mediation or arbitration.
- (c)** Neither party shall be entitled to proceed to mediation or arbitration until all of the meetings referred to in paragraphs 22 have been held, and each party undertakes to exert all best good faith efforts to resolve the dispute in those meetings.
- (d)** Mediations or arbitrations of disputes conducted under this Agreement shall remain closed to the public. All parties to any dispute shall keep all details, admissions or communications made in the course of the dispute resolution process strictly confidential, nor shall such information be admissible in any legal proceeding, except as follows:
- (i) on consent of all parties;
 - (ii) as may be ordered by a court of competent jurisdiction;
 - (iii) the final decision of the arbitrator may be released.
- (e)** Each of the meetings outlined in paragraph 22 shall be commenced no earlier than 15 days, and concluded no more than 30 days, from the conclusion of the prior stage unless the parties otherwise agree.
- (f)** Notwithstanding any of the above provisions, nothing in this Agreement shall be construed so as to give the Municipality or the Board the right to alter any policy of the O.P.P. or the Ministry. Nothing in this Agreement shall be construed so as to give the Municipality or the Board, the right to supercede or vary the duties and obligations of the Solicitor General pursuant to s. 3(2) of the *Police Services Act*, or of the Commissioner pursuant to s. 17 and s. 41 of the *Police Services Act*, and further, the rights of the Municipality and the Board pursuant to the Agreement are subject to the Municipality's obligations under s. 4 of the *Police Services Act*.

Detachment Commander Selection

24. The Detachment Commander shall be selected from a short-listed pool of candidates as determined by the OPP in accordance with its relevant provincial policies. Following the formulation of the short-list, a joint committee consisting of Board members and persons nominated by the Commissioner, shall select the successful candidate in accordance with the process set out in the OPP's provincial policies.

Notice

25. Any notice, statement, invoice or account to be delivered or given by any of the below listed groups to any other of them shall be delivered to such groups using the delivery methods as listed below. Any notice, statement, invoice or account sent by mail shall be deemed to be received on the third day following the date of mailing unless shown to the contrary, and if sent by fax or by email, it shall be deemed to be received on the date it was sent. Any group may change its contact information by giving notice provided herein:
- (a) by mail to Ontario addressed to: The Solicitor General, 25 Grosvenor Street, 11th Floor, Toronto, Ontario, M7A 1Y6, or by fax to (416) 325-6067
 - (b) by mail to the Commissioner addressed to: The Commissioner, Ontario Provincial Police, 777 Memorial Avenue, Orillia, Ontario, L3V 7V3, to the attention of the Manager, Municipal Policing Bureau, by fax to (705) 330-4191, or by email to opp.municipalpolicing@opp.ca
 - (c) by mail to the Municipality addressed to: The Mayor, Town of Fort Frances, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, or by fax to (807) 274-8479
 - (d) by mail to the Board addressed to: The Town of Fort Frances Police Services Board, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9, or by fax to (807) 274-8479

Commencement and Termination of Agreement

26. Notwithstanding the date upon which this Agreement is signed, the term of this Agreement shall commence on the 01st day of January 2020, and shall conclude on the earlier of (i) December 31, 2024 or (ii) the date that the *Community Safety and Policing Act*, 2019 comes into force.
27. Either party to this Agreement may terminate this Agreement upon one year written notice of termination to the other party, in which case this Agreement shall terminate one year following the delivery of such notice. Should a notice to terminate be given, the Municipality shall continue to be obligated to pay for the cost of providing police services under this contract to, and including the date of such termination and Ontario shall continue to be responsible to provide the services outlined in this Agreement.
28. Should the Municipality's designated responsibility to provide policing under the *Police Services Act* be changed, either by statute or government interpretation, the Municipality maintains its right upon being so informed to give written notice of its intention to terminate this Agreement forthwith.

Entire Agreement

29. This Agreement and the schedules attached constitute the entire Agreement between the parties, and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the relationship of the parties or supported hereby other than as expressed herein in writing. Any amendment to this Agreement must be in writing, duly executed by the parties.

IN WITNESS WHEREOF, the Municipality has affixed its Corporate Seal attested by the signature of its duly authorized signing officers, and the Deputy Solicitor General, Community Safety has personally signed this Agreement to be effective as of the date set out herein.

FOR ONTARIO

Deputy Solicitor General, Community Safety

FOR THE MUNICIPALITY

Town of Fort Frances

Mayor

Chief Administrative Officer

Date signed by the Municipality _____

SCHEDULE “A”

BY-LAW OF THE MUNICIPAL COUNCIL

SCHEDULE “B”
PROPOSAL FOR POLICE SERVICES

2020 ROMA CONFERENCE - PROGRAM

Rural Ontario: Moving Forward promises a dynamic and educational program. While the program continues to be developed, please see below for what you can expect at the conference this year.



SUNDAY, JANUARY 19

11:00am – 6:00pm	Registration Open to Delegates
1:00 – 6:00pm	Exhibit Hall Open
1:00 – 2:15pm	Concurrent Sessions <ol style="list-style-type: none"> 1. Labour Force – Immigration/out migration 2. Sustainable Economic Development 3. Land Use Planning 4. Traffic Calming 5. Environmental Assessments 6. Cannabis
2:15 – 2:45pm	Coffee Break with Exhibitors
2:45 – 4:30pm	Plenary Programming
2:45 – 3:00pm	Welcome Remarks <ul style="list-style-type: none"> • Allan Thompson, ROMA Chair • Chief Stacey LaForme, Mississaugas of the Credit First Nation (invited)
3:00 – 3:20pm	ROMA Update and AGM <ul style="list-style-type: none"> • Allan Thompson, ROMA Chair • Afshin Majidi, Secretary Treasurer
3:20 – 3:45pm	Rural Ontario Institute, Norman Ragetlie, Executive Director
3:45 – 4:30pm	Opening Keynote: Terry O'Reilly
4:30 – 6:00pm	ROMA Welcome Reception

MONDAY, JANUARY 20

7:00am – 5:00pm	Registration Open to Delegates
7:30am – 3:00pm	Exhibit Hall Open

7:30 – 8:20am	Breakfast
8:35 – 9:45am	Plenary Programming
8:30 – 8:35am	Welcome
8:35 – 8:50am	The Honourable Ernie Hardeman, Minister of Agriculture, Food, and Rural Affairs
8:50 – 9:30am	Pre-Budget Submission
9:30 – 9:45am	The Hon. Doug Ford, Premier of Ontario (invited)
9:45 – 10:15am	Coffee Break with Exhibitors
10:15 - 11:45am	Concurrent Sessions: Community Connections <ol style="list-style-type: none"> 1. Broadband: Bringing Connected Communities Alive 2. Issues in Rural Health Care
12:00-12:45pm	Sponsored Learning Lunches
12:45-1:15pm	Dessert with Exhibitors
1:15 – 2:30pm	Concurrent Sessions <ol style="list-style-type: none"> 1. Fostering Indigenous/Municipal Relationships 2. New Types of Housing 3. Mental Health 4. Waste Management 5. Preserving Home Values in a Time of Climate Change, Sponsored by Insurance Bureau of Canada
2:30-3:00pm	Coffee Break with Exhibitors
3:00-5:15pm	Plenary Programming
3:00 – 3:15pm	Andrea Horwath, Leader of the Official Opposition
3:15 – 3:45pm	Conservation Authorities
3:45 – 4:00pm	AMO President, AMO Update
4:00 – 4:15pm	The Honourable Steve Clark, Minister of Municipal Affairs and Housing (invited)
4:15 – 5:15pm	Ministers' Forum
5:15-6:00pm	Ontario Reception

TUESDAY, JANUARY 21

7:00-10:00am	Registration Open to Delegates
7:30-8:15am	Sponsored Learning Breakfasts
8:30 – 11:45am	Plenary Programming
8:30 – 9:15am	Rural Social Policy Panel
9:15 – 9:30	John Fraser, Interim Leader, Ontario Liberal Party
9:30 – 10:30am	Michael J. Smither Question Box Panel
10:30 – 10:45am	Mike Schreiner, Leader, Green Party of Ontario
10:45am-11:30am	Closing Keynote: Andrew Coyne
11:30am	Closing Remarks and Wrap Up Prize Draw

- > 2020 ROMA Conference
- > 2019 ROMA Conference

ROMA Conference Coordinator
events@roma.on.ca
T 416.971.9856 x315
TF 1.877.426.6527
F 416.971.6191



2020 ROMA ANNUAL CONFERENCE - HOTELS

SHERATON CENTRE HOTEL

123 Queen Street West
Toronto, ON, M5H2M9
Toll-Free Reservation Center: 1.888.627.7175



Cut Off Date for making reservations: Friday, December 6, 2019

The main conference hotel block will be at the Sheraton Centre Hotel. Rates are as follow:

- Traditional: \$221
- Deluxe: \$261, Call hotel direct for Availability
- King/Jr cabanas: \$291, Call hotel direct for Availability
- Suite: \$291, Call hotel direct for Availability
- Club Rooms: \$321, Call hotel direct for Availability

Please **book online** or call toll free at **1 888.627.7175** and state that you are attending ROMA 2020 Conference

Deposit Policy:

The hotel requires one (1) night room and tax charges as a non-refundable deposit, via valid credit card number, in order to guarantee your reservation. A unique name should be attached to each reservation. Reservations with the same name will not be considered duplicate if the non refundable deposit has been applied. Individual names must be supplied to the hotel for any such duplicate reservations by December 6, 2019. Name changes on a reservation can be made up to the date of arrival at all hotels.

Room blocks are from Sunday, **January 19, 2020 to Tuesday, January 21, 2020**. Hotels will honor the rate for up to three days prior to Sunday and three days post Tuesday if space is available

Cancellation Policy:

Conference cancellation policy dictates that One (1) night of room and tax charges is taken as non-refundable deposit (no matter when the booking is cancelled). The hotel will run a list of new bookings each month and will charge the credit card provided as the deposit. The hotel will have a notification on their booking reservation link that if the card does not process, the booking is not guaranteed and the hotel will cancel the reservation on the cut -off date of December 6, 2019. Please provide a valid credit card at the time of booking.

HILTON TORONTO

145 Richmond Street West
Toronto ON M5H 2L2
Toll free: 1-800-HILTONS

Rates are as follow:

- \$221 Standard Hilton Guestroom

Please **book online** or call **1.800.HILTONS** and reference the group name **ROMA AGM and Annual Conference - Rural Ontario Municipal Association** and the booking code **ROMA20**.

Cut-off date for making reservations: December 20, 2019.

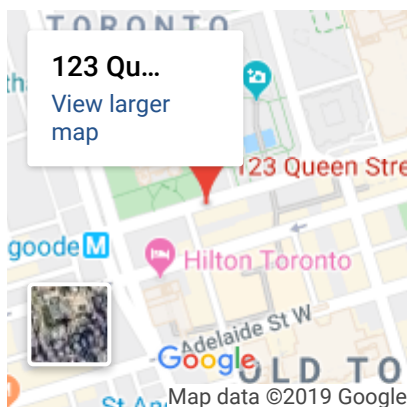
Deposit and cancellation policy

To confirm a room, it must be secured with a valid credit card along with two night's deposit of the room charge and taxes. If room reservation is only for one night, only one night's room and tax non-refundable deposit will be taken. This deposit will be taken upon booking and is non-refundable

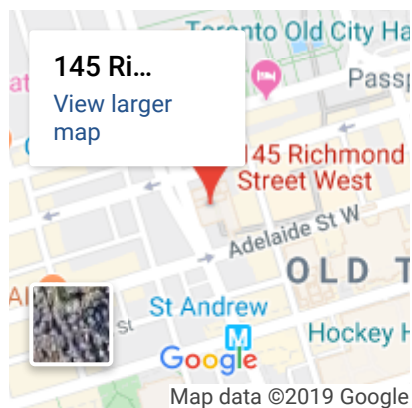
- > 2020 ROMA Conference
- > 2019 ROMA Conference

MAPS

SHERATON CENTRE HOTEL



HILTON TORONTO



CONTACT

ROMA Conference Coordinator
events@roma.on.ca
T 416.971.9856 x315
TF 1.877.426.6527
F 416.971.6191



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2020 ROMA ANNUAL CONFERENCE - REGISTRATION

INCLUDED IN YOUR REGISTRATION:

- Access to all scheduled conference educational programming on Sunday, Monday, and Tuesday
- Access to all scheduled conference networking events and receptions
- Breakfast on Monday and Tuesday
- Lunch on Monday
- access to all presentations post-Conference



CONFERENCE RATES:

REGULAR RATE (UNTIL JANUARY 17, 2020)

	Member	Non Member
Full Registration	\$615	\$700
Half Day - Sunday	\$250	\$310
One Day - Monday	\$400	\$490
Half Day - Tuesday	\$250	\$310

ON SITE RATE (UNTIL JANUARY 19-21, 2020)

	Member	Non Member
Full Registration	\$670	\$775
Half Day - Sunday	\$300	\$360
One Day - Monday	\$450	\$570
Half Day - Tuesday	\$300	\$360

THINGS TO KNOW:

- Rates listed do not include HST. Please ensure to include HST when submitting your payment.
- Confirmation will be sent after each registration, modifications or cancellation. Review your confirmation carefully for accuracy.
- All cancellations must be submitted in writing to ROMA via e-mail at events@roma.on.ca. Cancellations received prior to 4:30 pm ET, October 31, 2019 will be eligible for a refund less \$95.00 (plus HST) administration fee.
- Cancellations made after 4:30 pm are non-refundable. An alternate attendee name may be substituted at any time.

- > 2020 ROMA Conference
- > 2019 ROMA Conference

REGISTER ONLINE

If you require a login to register online, please email amo@amo.on.ca

If you require a fillable .pdf registration form, please email events@roma.on.ca

CONTACT

ROMA Conference Coordinator

events@roma.on.ca

T 416.971.9856 x315

TF 1.877.426.6527

F 416.971.6191



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October 17, 2019

In This Issue

- Add your Council's voice seeking liability and insurance cost reforms.
- Register today for upcoming Blue Box meetings.
- 2020 Youth Fellows Program - Open for applications.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- AMO's Fall Policy Forum: Still on the Front Lines.
- 2020 ROMA Conference - Program update.
- ONE Investment fall workshops - Upcoming in Peterborough & Brockville.
- LAS Blog: Federal Election 2019 - A Lens for Ontario Municipal Governments.
- Designing energy efficient projects for BPS institutions.
- Lambton County resolution concerning Public Health Care.
- Netherlands pilgrimage to honour Canadian Veterans.
- Careers with AMO and Sarnia.

AMO Matters

Add your council's voice seeking liability and insurance cost reforms - Municipal councils are encouraged to endorse AMO's paper. The Attorney General will accept submissions until November 1, 2019. Details are [here](#).

AMO and the Continuous Improvement Fund (CIF) are hosting a series of FREE in-person meetings in October and November on Blue Box. For details and to register for a session, [click here](#).

As part of AMO's [Youth Engagement Strategy](#), this fellowship provides three young people the opportunity to connect with the Board, learn more about municipal government and policy, and receive mentorship. Closing date is November 1 - [apply today!](#)

4S offers training, support, and a digital management platform to ensure municipal governments comply with occupational health and safety requirements. Reach out to 4S, AMO's partner for health and safety management, for [more information](#) on how they can support your health and safety program for 2020 and beyond.

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

Eye on Events

AMO's Fall Policy Forum, Still on the Front Lines, is a week away but there is still time to register. Don't miss remarks from the Honourable Minister of Municipal Affairs, Steve Clark. Join your colleagues as you learn and think about important matters including; a post federal election round up and implications for Ontario, human resource strategies and important changes and considerations to local health, planning and waste. [Register today and see the full program](#).

Initial 2020 ROMA Conference [program details](#) are listed on the website - please be sure to arrive Sunday in time for the first concurrent sessions!

ONE Investment workshops: Learn What, Why and How of investing in the municipal sector. What are the different investment options available to your municipality? Why municipalities need to invest. And how the release of the Prudent Investor Standard provides broader investment options. For registration and information [click here](#). Need help? Call us at 416.971.9856 x351.

LAS

The federal election is coming soon, and the results will have an impact on Ontario municipalities. Check out the [LAS Blog](#) to hear from the AMO Policy Team on what to watch for in the campaign.

The Centre for Climate Change Management at Mohawk College is partnering with LAS/Stephen Dixon to offer a 3-day energy efficiency workshop for the BPS on Nov 5, 6 and 7. Learn how to build and apply fundamental energy management concepts in a work environment. [Register today](#) to attend one or more days!

Municipal Wire

The County of Lambton [resolution](#) calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and Long-Term Care Homes.

[In Our Fathers' Footsteps](#) is an initiative by a member of the City of Guelph community to rally 200 descendants of Dutch liberators to walk in their fathers' footsteps in the Netherlands. This event in May 2020 will coincide with the 75th anniversary of the WWII liberation of the Netherlands.

Careers

Policy Advisor AMO. As member of the policy team, the Policy Advisor provides professional policy advice to Senior Advisors, Director of Policy, Executive Director and the Board of Directors. Please apply in confidence by Monday, October 21, by email to: careers@amo.on.ca.

Manager of Development & Transportation - City of Sarnia. Reports to: Director of Engineering. Closing Date: October 31, 2019. Candidates are invited to submit a resume in confidence to hr@sarnia.ca indicating "2019-052 – Manager of Development & Transportation".

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

[Conferences/Events](#)

[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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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO WatchFile - October 24, 2019
Date: Thursday, October 24, 2019 9:06:04 AM

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October 24, 2019

In This Issue

- Register today for upcoming Blue Box meetings.
- 2020 Youth Fellows Program - Deadline for applications is November 1.
- AMO partners with barrier-free web solution provider.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- FCM scholarships for young women.
- ONE Investment fall workshops - Upcoming in Peterborough & Brockville.
- LAS Blog: Natural Gas Program price change notice.
- Explore cooperative purchasing with LAS.
- Designing energy efficient projects for BPS institutions.
- County of Lennox & Addington resolution concerning Lake Ontario levels.
- Career with Town of Goderich.

AMO Matters

AMO and the Continuous Improvement Fund (CIF) are hosting a series of FREE in-person meetings in October and November on Blue Box. For details and to register for a session, [click here](#).

As part of AMO's [Youth Engagement Strategy](#), this fellowship provides three young people the opportunity to connect with the Board, learn more about municipal government and policy, and receive mentorship. Closing date is November 1 - [apply today!](#)

AMO is [partnering](#) with eSolutionsGroup to offer members cost-effective website solutions that meet accessibility requirements and ensure that residents can access information and online municipal services. Stay tuned to AMO communications for further details about this new partnership.

4S offers training, support, and a digital management platform to ensure municipal governments comply with occupational health and safety requirements. Reach out to 4S, AMO's partner for health and safety management, for [more information](#) on how they can support your health and safety program for 2020 and beyond.

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Federal Matters

FCM's Canadian Women in Municipal Government Scholarship and the Mayor Andrée P. Boucher Memorial Scholarship [applications](#) are available for young women in high school, CEGEP, university and college. FCM has established the two scholarships to support young women who demonstrate leadership and interest in local government, and to encourage others to get involved in their community. Deadline:

January 10, 2020.

Eye on Events

ONE Investment workshops: Learn What, Why and How of investing in the municipal sector. What are the different investment options available to your municipality? Why municipalities need to invest. And how the release of the Prudent Investor Standard provides broader investment options. For registration and information [click here](#). Need help? Call us at 416.971.9856 x351.

LAS

LAS Blog: Natural gas pricing has been announced for the 2019-2020 period. [Check out the LAS Blog](#) for full details.

If your municipality allows for cooperative purchasing, then why not explore LAS' [Municipal Group Buying Program](#). Join the growing number who get preferred pricing on everything from pens to fire trucks! Contact [Ainsley](#) or [Tanner](#) to learn more!

The Centre for Climate Change Management at Mohawk College is partnering with LAS/Stephen Dixon to offer a 3-day energy efficiency workshop for the BPS on Nov 5, 6 and 7. Learn how to build and apply fundamental energy management concepts in a work environment. [Register today](#) to attend one or more days!

Municipal Wire*

The County of Lennox & Addington [resolution](#) supports the Mayors & Reeves in the surrounding areas, to insist that the IJC Plan 2014 be altered to lower Lake Ontario and tributary levels to a point where flooding is eliminated.

Careers

[Chief Administrative Officer - Town of Goderich](#). Application Deadline: 4:00 p.m., November 5, 2019. To learn more about this leadership opportunity, please visit Goderich [Career Opportunities](#). Please email a cover letter and resume in one PDF document to goderichinfo@goderich.ca or, mail or drop off to the following address: Town of Goderich – Attention: Human Resources, 57 West St., Goderich, Ontario N7A 2K5. Phone: 519.524.8344.

About AMO

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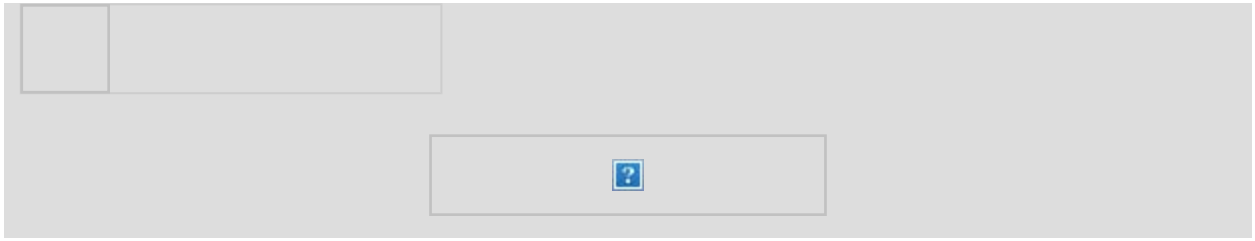
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From: [ROMA Communications](#)
To: [Lisa Slomke](#)
Subject: ROMA Board Request for Nominations Zone 10 Vacancy
Date: Friday, October 11, 2019 2:31:32 PM

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ROMA Updates Banner



October 11, 2019

REQUEST FOR NOMINATIONS ROMA Board of Directors, Zone 10 Vacancy To be elected at the 2020 ROMA Annual Conference

To: Heads and Members of Council of ROMA Zone 10
 From: Allan Thompson, ROMA Chair

Please be advised that in accordance with the Rural Ontario Municipal Association's Policies and Procedures, ROMA is [requesting nominations](#) for a vacancy in the recently created ROMA Zone 10. The term of the ROMA Board is four years and the term of the current Board ends at the January 2023 Annual General Meeting.

The attached Nomination Form must be fully completed and received by the December 20, 2019 deadline, along with Council's supporting resolution (sample attached). Click here for a link to the Zone Map and list of Zone 10 municipalities: [ROMA Zone Map](#).

The names of all qualified individuals who are duly nominated will appear on the ballot for election at the ROMA Conference on Monday, January 20, 2020. A qualified candidate for this position must be an elected official from Zone 10 and a municipal member of AMO in good standing. All candidates will be contacted to confirm their nomination and will be sent further information as to the election process.

Zone 10 Representative nominations must be submitted no later than 4:00 p.m. on Friday, December 20, 2019 to:

Association of Municipalities of Ontario
 200 University Avenue, Suite 801
 Toronto, ON M5H 3C6
romaelections@roma.on.ca
 Fax: 416-971-6191
 Attention: Brian Rosborough, Returning Officer

If you have any questions about the nomination process, please contact the Returning Officer brosborough@amo.on.ca or call 416-971-9856.

For information on other ROMA Board members and Zone Representatives, go to: [ROMA Board](#).

This Call for Nominations and related information is available on the [ROMA website](#).

***DISCLAIMER:** Any documents attached are final versions. ROMA assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.



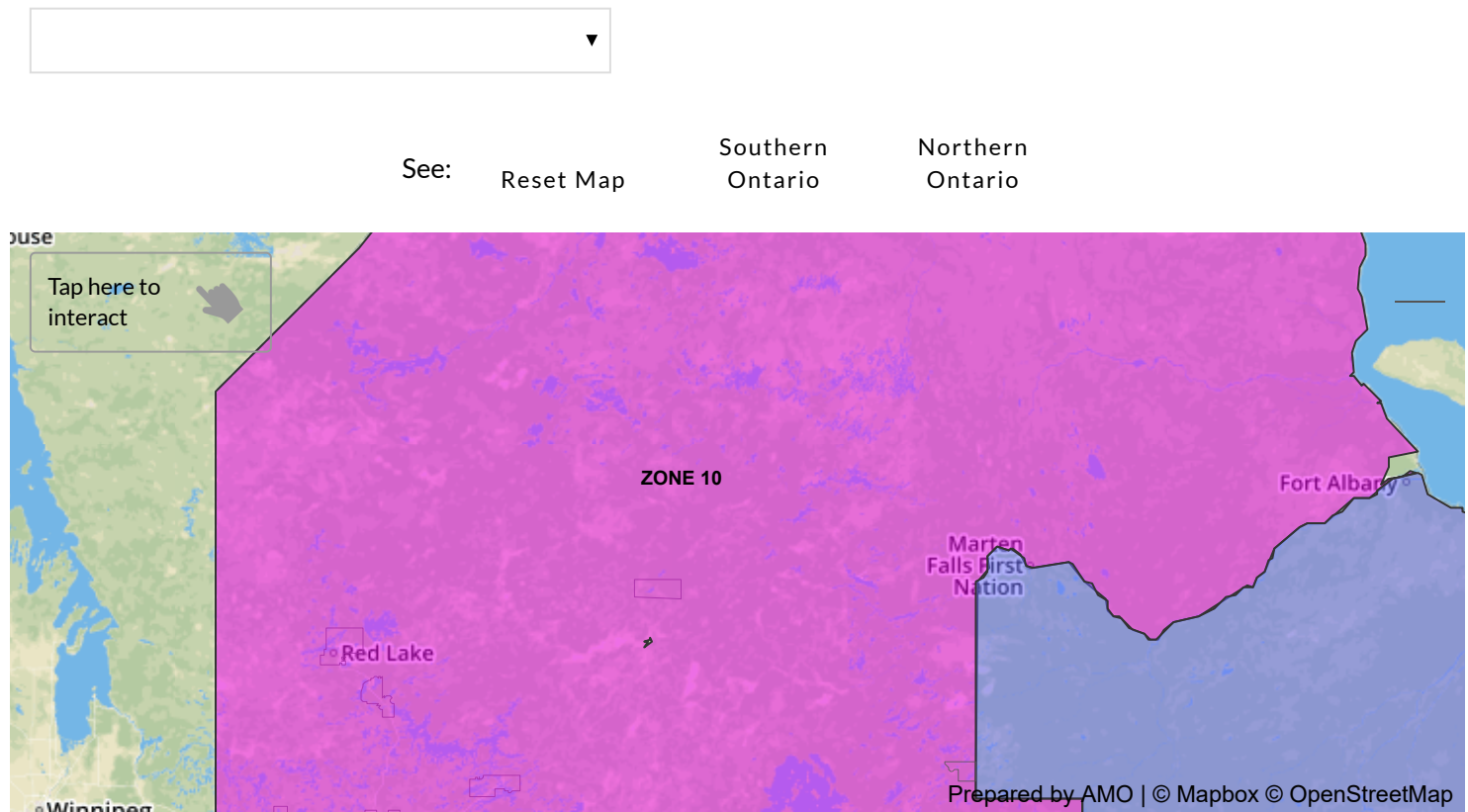
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Rural Ontario Association (ROMA)
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6

If you wish to Opt-Out of ROMA Updates please [click here](#)



Search for Municipality or Upper Tier



ZONE REPRESENTATIVES

- **Zone 1** – Dennis Crevits, Councillor, Municipality of Central Elgin
- **Zone 2** – Chris White, Councillor, County of Wellington
- **Zone 3** – Lloyd Ferguson, Councillor, City of Hamilton
- **Zone 4** – Allan Thompson, Mayor, Town of Caledon
- **Zone 5** – Pam Sayne, Councillor, Township of Minden Hills
- **Zone 6** – Kim Love, Mayor, Township of Madawaska Valley
- **Zone 7** – Cameron Wales, Councillor, City of Brockville
- **Zone 8** – Eli El-Chantiry, Councillor, City of Ottawa
- **Zone 9** – Bill Vrebosch, Councillor, City of North Bay
- **Zone 10** - Vacant - Election to be held at the 2020 ROMA Annual General Meeting.

LIST OF UPPER & SINGLE TIER, AND GEOGRAPHIC DISTRICTS BY ZONE

ZONE 1

- City of Chatham-Kent
- Elgin County
- Essex County
- Lanark County
- Middlesex County

ZONE 2

- Bruce County
- Grey County
- Huron County
- Perth County
- Wellington County
- Region of Waterloo

ZONE 3

- County of Brant
- Haldimand County
- City of Hamilton*
- Niagara Region
- Norfolk County
- Oxford County

ZONE 4

- Dufferin County
- Halton Region
- Peel Region
- Simcoe County
- York Region

ZONE 5

- Durham Region
- Haliburton
- City of Kawartha Lakes
- District of Muskoka
- Northumberland County
- Peterborough County

ZONE 6

- Frontenac County
- Hastings County
- Lennox and Addington
- Prince Edward County
- Renfrew County

ZONE 7

- Leeds & Grenville
- Stormont, Dundas and Glengarry

ZONE 8

- Lanark County
- City of Ottawa
- Prescott and Russell, United Counties

ZONE 9*

- Algoma District
- Cochrane District
- City of Greater Sudbury
- Manitoulin District
- Nipissing District
- Parry Sound District
- Sudbury District
- Timiskaming District

ZONE 10*

- District of Kenora
- Rainy River District
- Thunder Bay District

** Areas may use the term district but these are territorial/geographic boundaries that do not serve any municipal government purpose. Only the District Municipality of Muskoka provides services on a regional-scale.*



Guy Bourgouin

MPP Mushkegowuk - James Bay
Député Mushkegowuk - Baie James

Kapuskasing, October 18, 2019

June Caul, Mayor
Town of Fort Frances
320 Portage Avenue
Fort France, ON P9A 3P9

RE: Bill 125, Making Northern Ontario Highways Safer Act, 2019

Dear Ms. Caul,

I write to you today to ask for your support to make Northern Ontario's highways safer. As you certainly know, too many Northern Ontarians have lost their lives, or suffered life altering injuries driving on poorly-maintained routes in the winter. The highways 11 and 17 corridor, the only point of access to many communities in the region, is recurrently closed due to poor weather, accidents and below-par winter road maintenance services. When these highways are not maintained and kept passable, the country is cut in half and communities left isolated from the rest of the province.

To ensure that our children, families and workers arrive to their destinations safe, last June I introduced *Bill 125, Making Northern Ontario Highways Safer Act, 2019*. This bill seeks to reduce the number of winter closures in Northern Ontario by elevating the winter maintenance standard for the Trans-Canada corridor highways.

Bill 125 does so by:

- ✓ **Amending the *Public Transportation and Highway Improvement Act, 1990*;**
- ✓ **Setting out a classification system for Ontario highways consisting of five classes of highways;**
- ✓ **Classifying highways 11 and 17 at par with all 400 series highways and the QEW highway; and**
- ✓ **Ensuring the strictest requirements for snow removal and requiring that the pavement be bare of snow within eight hours of the end of a snowfall.**

Queen's Park Office | Bureau à Queen's Park
Room | Bureau 116 | Main Legislative Building | Édifice de l'Assemblée législative
Toronto, M7A 1A5 | 416-326-7351



Guy Bourgouin

MPP Mushkegowuk - James Bay
Député Mushkegowuk - Baie James

This much-needed legislation requires the support of as many Northern communities as potentially feasible. For that reason, I am asking for your endorsement and that of Fort Frances' Council.

I am certain that with Fort Frances' endorsement we can make our roads safer. For your convenience, I have enclosed a background document alongside a copy of Bill 125 and a petition that constituents can sign to support this effort.

Should you have any questions, do not hesitate to contact my Legislative Assistant, Mauricio Suchowlansky, at MSuchowlansky@ndp.on.ca or via phone at 416-326-7351.

Sincerely yours,

Guy Bourgouin
MPP for Mushkegowuk-James Bay

Critic, Training, Trades and Apprenticeships
Critic, Francophone Affairs



Guy Bourgouin

MPP Mushkegowuk - James Bay
Député Mushkegowuk - Baie James

Kapuskasing, le 18 octobre 2019

June Caul, mairesse
Ville de Fort Frances
320, avenue Portage
Fort France, ON P9A 3P9

Objet : Projet de loi 125, Loi de 2019 visant à accroître la sécurité des voies publiques dans le nord de l'Ontario

Madame Caul,

Je vous demande, par la présente, votre appui pour accroître la sécurité des voies publiques dans le nord de l'Ontario. Comme vous le savez, trop de gens ont perdu leur vie, ou ont souffert des séquelles permanentes à la suite d'accidents dont ils ont été victimes en conduisant sur des routes mal entretenues pendant l'hiver. Le corridor routier formé par les routes 11 et 17, le seul point d'accès pour plusieurs communautés de notre région est trop souvent fermé en raison des mauvaises conditions météorologiques, des accidents et des services d'entretien hivernal nettement inférieurs aux ceux des régions du Sud de la province. Quand ces routes ne sont pas entretenues et lorsque le trafic s'y trouve interrompu, le pays est coupé en deux et nos communautés restent isolées du reste de la province.

Pour assurer que nos enfants, nos familles et nos travailleurs et travailleuses arrivent à destination en toute sécurité, le mois de juin dernier j'ai déposé le *Projet de loi 125, Loi de 2019 visant à accroître la sécurité des voies publiques dans le nord de l'Ontario*. Ce projet de loi vise à réduire le nombre de fermetures de routes durant l'hiver en améliorant l'entretien hivernal des routes du corridor transcanadien.

Le projet de loi 125 :

- ✓ **Modifie la *Loi sur l'aménagement des voies publiques et des transports en commun* ;**
- ✓ **Établis un système de classement en cinq catégories des voies publiques de l'Ontario ;**

Queen's Park Office | Bureau à Queen's Park
Room | Bureau 116 | Main Legislative Building | Édifice de l'Assemblée législative
Toronto, M7A 1A5 | 416-326-7351



Guy Bourgouin

MPP Mushkegowuk - James Bay
Député Mushkegowuk - Baie James

- ✓ **Classe la route 11 et la route 17, y compris leurs tronçons à seulement deux voies, toute voie publique qui est une autoroute de la série 400 et l'autoroute Queen-Elizabeth comme des voies publiques de catégorie 1 ; et**
- ✓ **Fixe les exigences de déneigement les plus strictes pour les voies de catégorie 1, devant la chaussée être dégagée de toute neige dans les huit heures suivant la fin d'une chute de neige.**

Pour assurer l'adoption de cette législation bien nécessaire, j'ai besoin du soutien de nos communautés. Pour cette raison, je demande votre support et celui du Conseil de Fort Frances.

Madame Caul, je suis certain que votre appui aidera à rendre nos routes plus sécuritaires. Vous trouverez en pièce jointe un document de référence, ainsi qu'une copie du projet de loi et une pétition pour que les résident(e)s de votre région puissent eux aussi montrer leur soutien au projet.

Si vous avez des questions, n'hésitez à contacter mon adjoint législatif, Mauricio Suchowlansky, au 416-326-7351 ou par courriel à : MSuchowlansky@ndp.on.ca.

Veuillez agréer, madame, mes salutations les plus respectueuses,

Guy Bourgouin
Député pour Mushkegowuk - Baie James

Porte-parole de l'opposition, Formation, métiers et apprentissage
Porte-parole de l'opposition, Affaires francophones

Making Northern Ontario Highways Safer Act, 2019

Background Document

Guy Bourgouin,
MPP for Mushkegowuk-
James Bay

Summary:

Too many Northern Ontarians have lost their lives, or suffered life altering injuries driving on poorly-maintained routes in the winter. Bill 125, *Making Northern Ontario Highways Safer Act, 2019*, seeks to reduce the number of winter closures on highways 11 and 17 that are oftentimes caused by poor road conditions and maintenance standards that are not on par with Southern Ontario highways.

It does so by:

- ✓ **Amending the *Public Transportation and Highway Improvement Act, 1990*;**
- ✓ **Setting out a classification system for Ontario highways consisting of five classes of highways;**
- ✓ **Classifying highways 11 and 17 at par with all 400 series highways and the QEW highway; and**
- ✓ **Ensuring the strictest requirements for snow removal and requiring that the pavement be bare of snow within eight hours of the end of a snowfall.**

The Ministry of Transportation's snow removal classification standards depend on the type of highway and traffic volumes, not on climate or vehicle size and weight. By enforcing robust winter maintenance standards, this bill can save lives in Northern Ontario by making Northern highways safer for drivers.

Background:

Rationale:

Northern Ontario highways pose distinct safety concerns, especially when it comes to the two major arteries in the region, highways 11 and 17. Multiple factors, including below-par winter maintenance standards, climate conditions, commercial vehicle traffic and the like, make travelling on these two Northern highways a perfect cocktail for collisions and fatalities.

Covering almost 2,000 kilometers in length each, highways 11 and 17 are a critical component of the Trans-Canada corridor. In most of their sections, highways 11 and 17 are two-lane, undivided highways with passing or climbing lanes in various locations along the route to allow faster traffic to pass slower vehicles.

Highways 11 and 17 are also the preferred truck route connecting Eastern Canada and Southern Ontario to Manitoba and Western Canada, and a large portion of goods and services travel by truck through the area.¹ The 11/17 corridor is also a lifeline and an economic hub for many communities that provide important natural resources to Ontario and Canada, especially in relation to mining and forestry.²

As a result of poor winter conditions, accidents occur on an on-going basis, which greatly affect the communities in the area. Most communities, towns and cities form corridors along these two highways. And there are very few opportunities for detours on either of these routes. When these highways are not maintained and kept passable, the country is thus cut in half and communities are left isolated from the rest of the province.

Reactions:

“Highway 11 is the only access point for our community and recurrent winter closures have major consequences on the lives of residents in the Kapuskasing area. The municipal council will be thus voting on a resolution to support Mr. Bourgouin’s bill on June 17.”

– Dave Plourde, Mayor of Kapuskasing

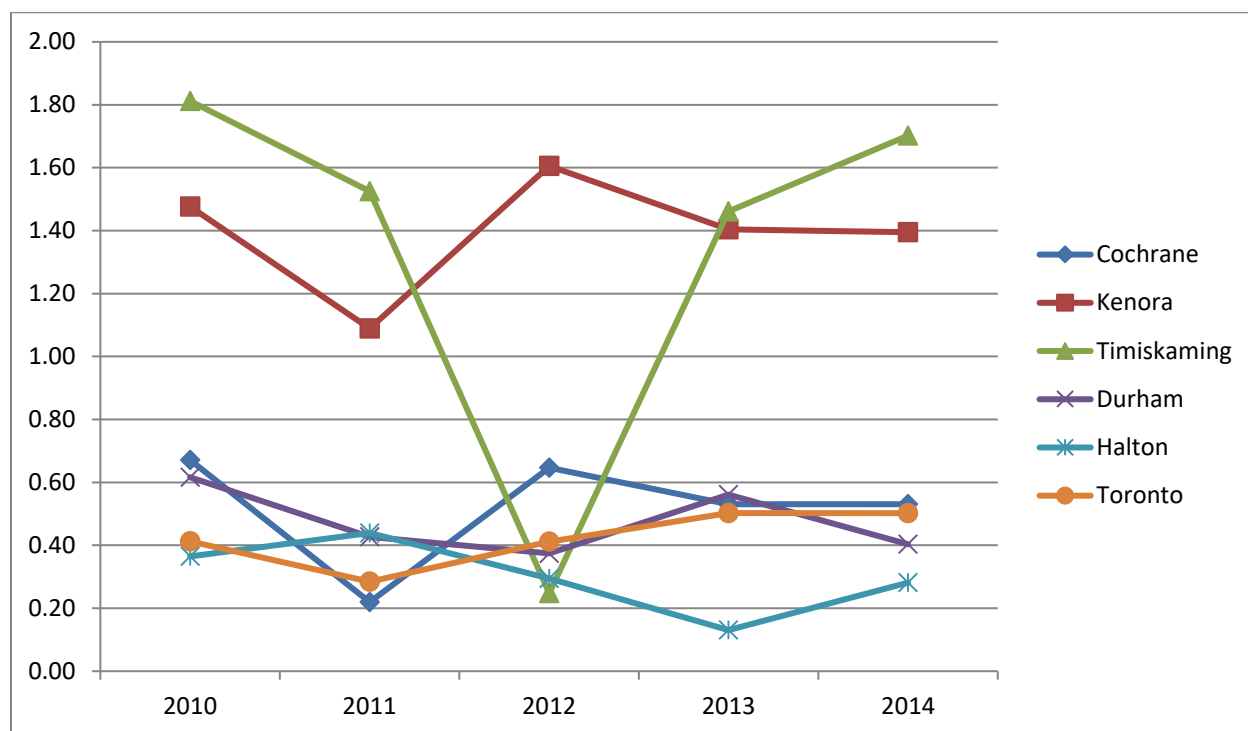
“Northern Ontario’s highways are filled with dangerous corners and hills. Lots of truckers are retiring or not working during winter months because they are scared. Winter, coupled with driver shortage, is taking a toll on the company’s operations.”

– Sue Dery, Safety Manager at Grant’s Transport Ltd., New Liskeard

¹ “An average of almost 54,000 truck trips per week travel along the Northern Ontario highway network and carry more than half a million tonnes of commodities with an estimated total value of \$1.24 billion. The average distance travelled per truck trip is almost 700 km.” Ministry of Transportation, [Northern Ontario Commercial Vehicle Travel Profile](#) (2013), p. 1.

² Ibid., p.21.

Figure 1: Fatalities per 10,000 registered motor vehicles by region (2010-2014)



Source: Ministry of Transportation, ORSAR, 2010-2014

A simple comparison of the MTO's [Ontario Road Safety Annual Report \(ORSAR\)](#) data between southern and northern districts shows the extent to which the number of fatalities is, on average, distinctly higher in those areas served by the Trans-Canada corridor highways (see, Figures 1 and 2).

For example, drivers with motor vehicles registered in the Cochrane region are twice as likely to be killed in a highway accident as those whose vehicle is registered in the Halton region.³ When it comes to motor vehicles registered in the Timiskaming region, the chances of a fatal collision

Reactions:

"The classification and treatment of Highways 11 and 17 have always concerned me, as both routes are integral for the Trans Canada corridor."

– Mark Andrews, former OPP North East Region Traffic and Marine Unit Commander, North Bay

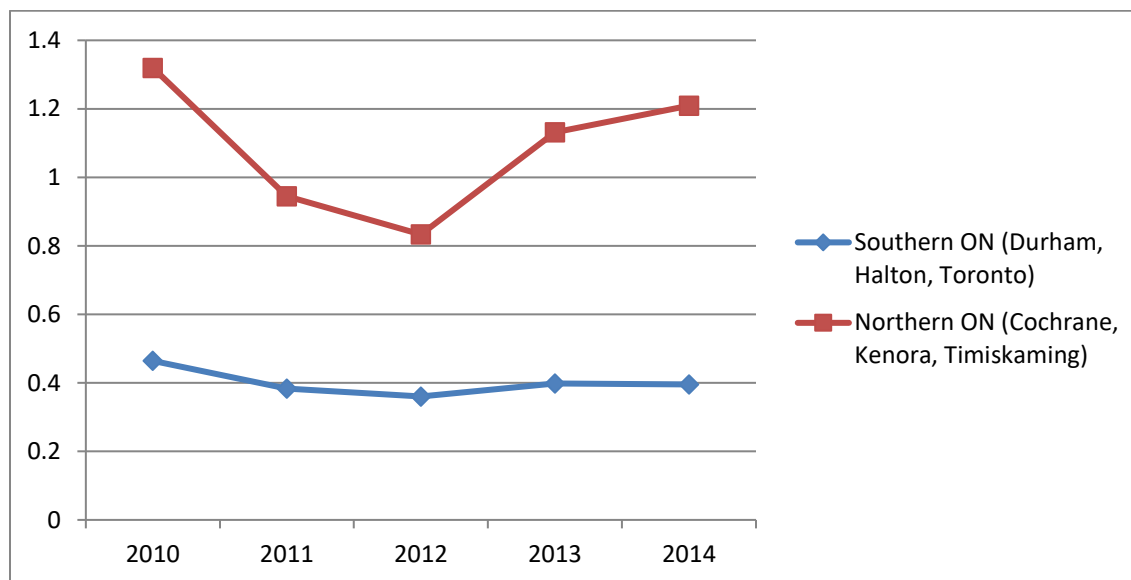
"Highways are shut down more often than before. Heavy-load traffic is increasingly using the Highway 11 corridor, which is causing inconveniences to communities and businesses."

– Mario Villeneuve, President of Villeneuve Construction, Hearst

³ According to the ORSAR 2014, there was one fatality per every 18,846 vehicles registered in the Cochrane District compared to one fatality per every 35,562 vehicles registered in the Halton region.

are almost four times higher than in the Toronto region.⁴

Figure 2: Fatalities per 10,000 registered motor vehicles by region, combined (2010-2014)



Source: Ministry of Transportation, ORSAR, 2010-2014

Current Situation:

Responsibility for maintaining highways in the areas around major urban centres and in rural areas (e.g., the King's highways, QEW, highways 11 and 17, etc.) falls to the province under the *Public Transportation and Highway Improvement Act, 1990*. Section 117(a) of the Act authorizes the MTO to make regulations "establishing standards for the planning, design, construction, maintenance, management and operation of highways and bridges and related structures and works."⁵ MTO has 21 contracts in place to provide winter maintenance services.

MTO snow clearing standards are based on vehicular traffic averages and highway classification (see, Appendix 1). Traffic Volume Information patterns used are defined as follows:

Annual Average Daily Traffic; defined as the average twenty four hour, two way traffic for the period January 1st to December 31st.

Briefly, the more traffic, the higher the frequency of plowing and salting, and the faster the highway surface is restored to normal conditions. This means that MTO's standards are purely grounded on traffic volume, thereby overlooking critical vehicular differences, such as number of axles, weight and size.⁶

⁴ Again, according to ORSAR 2014 data, there was one fatality per every 5,875 registered vehicles in the Timiskaming District compared to one per 19,904 vehicles in the Toronto region. Also, in the Kenora region there was one death per every 7,169 registered vehicles compared to one per 24,802 in the Durham region.

⁵ Government of Ontario, [Public Transportation and Highway Improvement Act](#), S.117(a).

⁶ It should be noted that winter highway maintenance standards in some Northern states in the U.S. are much more flexible. For example, in Michigan, levels of service are assigned according to "Corridors of Highest

Northern Ontario's highways account for a large portion of the commercial vehicle traffic in the province. According to the MTO data, 54,000 commercial trucks travel through the Northern Ontario highway network, with a large portion of the travel concentrated on the two Trans-Canada Highway routes.⁷ In addition, virtually all trips to/from Eastern Ontario and Eastern Canada using Northern Ontario roads represent through trips to the US (via Sault Ste. Marie) or Western Canada.

To this should be added that collisions involving large trucks account for over twenty percent of the fatalities occurring in the province (see, Table 1).

Table 1: Situations with the Highest Road Fatalities (2014)⁸

CATEGORY	NUMBER OF FATALITIES	PERCENTAGE OF TOTAL FATALITIES*
Pedestrians	110	21%
Large Trucks	109	21%
Inattentive Driving	109	21%
Drinking and Driving	98	19%
Speed-Related	85	16%
Motorcyclists	61	12%
Unbelted Occupants	58	11%
Drug-Involved	54	10%
Senior Drivers	16	3%
Cyclists	16	3%
Young Drivers	16	3%

*Some fatal crashes involve more than one of the factors listed. These percentages do not add to 100.

Also of significance is that, as a percentage of fatalities, personal injuries, and property damage, the 2014 figures for collisions on roads with loose snow, slush, packed snow, or ice were all higher than in 2010 (see, Table 2).

Table 2: Road Surface Condition by Fatalities, 2010 vs. 2014 (ORSAR Reports 2010 and 2014)⁹

ROAD SURFACE CONDITION	FATAL 2010	% 2010	FATAL 2014	% 2014
Loose Snow	10	1.9	11	2.3
Slush	5	0.9	3	0.6
Packed Snow	6	1.1	14	2.9
Ice	6	1.1	8	1.7

Significance." According to the State's operation's manual, corridor significance is based on several factors, including Average Daily Traffic (ADT), commercial ADT, population, employment, tourism, airports, carpool lots and intermodal freight. Clear Roads Pooled Fund Study, [Levels of Service in Winter Maintenance Operations: A Survey of State Practice](#), p.1.

⁷ Ministry of Transportation, Northern Ontario Commercial Vehicle Travel Profile (2013), p. 2.

⁸ ORSAR, 2014, p.12.

⁹ In 2010, collisions in winter conditions accounted for 5% of all fatalities, 7.1% of all personal injuries, and 11% of property damage (ORSAR 2010, p.51).

This suggest that, in spite of contractors fulfilling their responsibilities, winter roads have not been maintained as effectively as they were prior to the introduction of performance-based, private Area Maintenance Contracts (AMCs) in 2009.¹⁰

What the Legislation Does:

In light of this, the *Making Northern Ontario Highways Safer Act, 2019* (see, Appendix 2) seeks to reduce the number of winter closures on highways 11 and 17 that are oftentimes caused by poor road conditions and maintenance standards that are not on par with Southern Ontario highways.

It does so by:

- ✓ Amending the *Public Transportation and Highway Improvement Act, 1990*;
- ✓ Setting out a classification system for Ontario highways consisting of five classes of highways;
- ✓ Classifying highways 11 and 17 at par with all 400 series highways and the QEW highway; and
- ✓ Ensuring the strictest requirements for snow removal and requiring that the pavement be bare of snow within eight hours of the end of a snowfall.

The Bill has received multiple endorsements (see, Reactions and Appendix 3).

Reactions:

“The bill will, when passed, make the highways in our area much safer. The bill calls for highways 11 and 17 to be held to the same standards as the 400 series. Since 11 and 17 are Trans-Canada trade routes, this makes perfect sense.

The bill will result in northern highways being leased of snow and ice sooner and more often. It will make these roads safer. Many northerners are fearful of the current winter road conditions. This will be a big step in the right direction. I sincerely hope that the government supports it.”

– John Vanthof, Timiskaming-Cochrane MPP

“[Bill 125] is definitely a great idea. We have been fighting this for some time.”
- Wendy Landry, Mayor of Shuniah Township and President of Northwestern Ontario Municipal Association

¹⁰ Auditor General, [Winter Highway Maintenance: Special Report: 2015](#), pp.3-8.

Appendix

Appendix 1: Current MTO Bare Pavement Standard for Highways¹¹

HIGHWAY CLASS	EXAMPLES	SOUTHERN ONTARIO (VEHICLES PER DAY)	NORTHERN ONTARIO (VEHICLES PER DAY)	BARE PAVEMENT STANDARD
Freeway/Urban Highway (Class 1)	Highway 401 Queen Elizabeth Way (QEW) Highway 11 four-lane sections	More than 10,000	More than 10,000	Bare pavement within eight hours of the end of a winter storm.
Major Highway (Class 2)	Highway 17, Trans-Canada Highway in Ontario	2,001-10,000	1,501-10,000	Bare pavement within 16 hours of the end of a winter storm.
Intermediate Highway (Class 3)	Highway 35	1,001-2,000	801-1,500	Bare pavement within 24 hours of the end of a winter storm.
Minor Highway (Class 4)	Highway 516	501-1,000	401-800	Centre bare pavement within 24 hours of the end of a winter storm; fully bare pavement when conditions permit. (Centre bare means a 2.5m strip in the middle of the road.)
Local Highway (Class 5)	Highways 502	Fewer than 500	Fewer than 400	Snow packed driving surface within 24 hours of the end of a winter storm. Excess snow is plowed off and sand is applied where required to improve friction.

¹¹ Ministry of Transportation, [Meeting our Bare Pavement Standard for Highways](#)

Appendix 2: Bill 125 - Making Northern Ontario Highways Safer Act, 2019**Bill 125****An Act to amend the Public Transportation and Highway Improvement Act
to make Northern Ontario Highways Safer****Mr. G. Bourgouin****Private Member's Bill**

1st Reading June 5, 2019

2nd Reading

3rd Reading

Royal Assent



EXPLANATORY NOTE

The Bill amends the *Public Transportation and Highway Improvement Act* in relation to standards for road maintenance in winter. New section 100 sets out a classification system for Ontario highways consisting of five classes of highways. The section classifies all 400 series highways, the QEW highway and highways 11 and 17 as Class 1 highways. The section also sets out the time within which snow must be removed from each class of highway after each snowfall. Class 1 highways have the strictest requirements for snow removal, requiring that the pavement be bare of snow within eight hours of the end of a snowfall.

Bill 125

2019

**An Act to amend the Public Transportation and Highway Improvement Act
to make Northern Ontario Highways Safer**

Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1 The *Public Transportation and Highway Improvement Act* is amended by adding the following section:

Winter road maintenance

100 (1) The Minister shall ensure that, after snow has fallen on a highway, the snow is removed in accordance with this section.

Class of highway

(2) For the purposes of this section, the following classes of highway are established:

1. Class 1, being any freeway, any highway with at least four lanes or any highway that having regard to traffic volume or traffic quality qualifies as a Class 1 highway.
2. Class 2, being any major highway that is not a Class 1 highway.
3. Class 3, being an intermediate highway.
4. Class 4, being a minor highway.
5. Class 5, being a local highway.

Classification

(3) The Minister shall make a regulation classifying all highways within the jurisdiction of the Ministry based on the quality and quantity of traffic on the highway and such other criteria as may be prescribed, subject to subsection (4).

Class 1 highways

(4) The following highways are Class 1 highways for purposes of this section:

1. Any highway that is a 400 series highway.
2. The QEW highway.
3. Highway 11 and highway 17, including portions of those highways that only have two lanes.

Bare pavement standard

(5) Every highway of the following class shall meet the following snow removal standard after the end of a snow fall:

1. Class 1 — the entire pavement shall be bare of snow within eight hours of the end of the snowfall.
2. Class 2 — the entire pavement shall be bare of snow within 16 hours of the end of the snowfall.
3. Class 3 — the entire pavement shall be bare of snow within 24 hours of the end of the snowfall.
4. Class 4 — a strip of 2.5 metres in the centre of the highway shall be bare of snow within 24 hours of the end of the snowfall.
5. Class 5 — the highway shall be ploughed to a snow packed driving surface within 24 hours of the end of the snowfall and sand shall be applied to improve friction.

Commencement

2 This Act comes into force on a day to be named by proclamation of the Lieutenant Governor.

Short title

3 The short title of this Act is the *Making Northern Ontario Highways Safer Act, 2019*.

Appendix 3: Council Resolutions – Town of Hearst, Town of Kapuskasing and Municipality of Mattice-Val Côté

La Corporation de la
Ville de Hearst



The Corporation of the
Town of Hearst

May 16, 2019

Guy Bourgoin, MPP, Mushkegowuk – James Bay
P.O. Box 1216
123 Byng Avenue
Kapuskasing, ON
P5N 1W3

Mr. Bourgoin,

Please find enclosed a certified true copy of the Corporation of the Town of Hearst Municipal Council Resolution No. 151-19 in support to the proposed Bill requesting changes to the winter maintenance criteria of provincial highways.

Sincerely Yours,

Jenine Lecours
Clerk

Enc.



Proposée par: Conseiller Daniel Lemaire
Appuyée par: Conseiller Gaëtan Baillargeon

CONSIDÉRANT que l'industrie forestière et l'industrie minière représentent des opérations considérables dans le nord de l'Ontario, et
CONSIDÉRANT que la route 11 est la route favorisée, voir souvent unique, pour le transport routier à longue distance, et
CONSIDÉRANT qu'un conducteur est deux fois plus susceptible à un accident mortel sur une route du nord de l'Ontario qu'une route dans le sud de l'Ontario, et
CONSIDÉRANT que la performance pour l'entretien hivernal des routes a souffert depuis l'instauration du programme d'entretien actuel en 2009,
QU'IL SOIT RÉSOLU que le Conseil appuie le projet de loi d'intérêt privé du député de la circonscription Mushkegowuk-Baie-James, Guy Bourgouin, demandant des changements aux critères d'entretien hivernal des routes provinciales.

ADOPTÉE

Proposed by : Councillor Daniel Lemaire
Seconded by : Councillor Gaëtan Baillargeon

WHEREAS the forest industry and the mining industry represent significant operations in Northern Ontario, and
WHEREAS Highway 11 is the preferred route, often the unique route, for long-distance road transportation, and
WHEREAS drivers are twice more susceptible of being involved in a fatal accident on a Northern Ontario highway than on a highway in Southern Ontario, and
WHEREAS the performance of highway winter maintenance has suffered since the introduction of the current maintenance program in 2009,
BE IT RESOLVED that Municipal Council hereby supports the private Bill of Guy Bourgouin, MPP of Mushkegowuk-Baie-James, requesting changes to the winter maintenance criteria of provincial highways.

CARRIED

Adoptée lors de l'assemblée du Conseil tenue le
Adopted by Council during a meeting held on

May 14 mai 2019

Janine Lecours, Greffier /Clerk



88 Riverside Drive
Kapuskasing, ON P5N 1B3
Tel: (705) 335-2341 Fax: (705) 337-1741

July 2, 2019

Mauricio Suchowlansky
Legislative Assistant
MPP Guy Bourgouin
Mushkegowuk-James Bay
via email: MSuchowlansky@ndp.on.ca

**Re: Private Bill requesting changes to the winter maintenance criteria of
provincial highways**

Mr. Suchowlansky,

Please be advised that Kapuskasing Council reviewed and gave consideration to the request for support from MPP Guy Bourgouin's Private Bill to making changes to the winter maintenance criteria of provincial highways at its Joint Committees of the Whole and Council meeting held June 17, 2019.

As Highway 11 is the only major highway servicing and providing access to our area, it is crucial that the maintenance criteria becomes and remains a top priority. Council approved and supported MPP Guy Bourgouin's Private Bill.

You will find attached a copy of Council's resolution in support of the Private Bill.

Kind regards,

Chantal Guillemette,
Municipal Clerk

c.c. Mayor D. Plourde

Kapuskasing.ca



TOWN OF KAPUSKASING RESOLUTION

Date: 17 Jun 2019No: #2019-86Moved By: Councillor K. MunnochSeconded By: Councillor J. BoucherItem No: a)Description: To approve the recommendations from Committees of the Whole held May 27, 2019 and June 17, 2019.

RESOLUTION:

That the recommendations from Committees of the Whole held May 27, 2019 be approved as follows:

6. to support the private Bill of Guy Bourgouin, MPP of Mushkegowuk-James Bay requesting changes to the winter maintenance criteria of provincial highways;

Recorded Vote Requested by:

	Yea	Nay
Julien Boucher	_____	_____
Martin Credger	_____	_____
Sebastian Lessard	_____	_____
Ken Munnoch	_____	_____
Bruce Newton	_____	_____
Guylaine Scherer	_____	_____
David Plourde	_____	_____


Clerk
Deferred ____ Tabled ____ Lost ____ Carried ✓

Declaration of Pecuniary Interest and general nature thereof:

Disclosed his/her/their interest(s), vacated he/her/their seat(s), abstained from discussion and did not vote

Municipalité de
Municipality of

**MATTICE-
VAL CÔTÉ**

Sac postal / P.O. Bag 129, Mattice, Ont. P0L 1T0
(705) 364-6511 – Fax: (705) 364-6431



Meeting no. 19-10

Resolution no. 19-152

Date: July 22nd, 2019

Moved by: Steve Brousseau

Seconded by: Daniel Grenier

WHEREAS highways 11 and 17 are often closed during the winter as a result of accidents caused by poor road conditions and subpar maintenance standards, and;

WHEREAS too many northern Ontarians have lost their lives or suffered life-altering injuries on poorly-maintained highways during the winter, and;

WHEREAS highways 11 and 17 are a critical component of the TransCanada corridor and the preferred truck route connecting our province to the rest of the country;

NOW THEREFORE BE IT RESOLVED THAT Council for the Municipality of Mattice – Val Côté strongly supports Bill 125, being an Act to amend the *Public Transportation and Highway Improvement Act* to make northern Ontario highways safer, and;

BE IT FURTHER RESOLVED THAT Council requests that all 400 series, the QEW highway and Highways 11 and 17 be considered Class 1 highways, with the strictest requirements for snow removal, and;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to MPP Guy Bourgouin and to our federal representative, Carol Hughes.

Carried ☒ Defeated ☐ Deferred ☐

Mayor, Marc Dupuis
President Officer

Recorded Vote
(unanimous unless indicated below)

Name	Yeas	Neas	Abstention
Dupuis, Marc			
Brousseau, Steve			
Grenier, Daniel			
Lemay, Richard			
Malenfant, Joyce			

Certified by:

Guylaine Coulombe, CAO/Clerk

Improve Winter Road Maintenance on Northern Highways

TO THE LEGISLATIVE ASSEMBLY OF ONTARIO:

WHEREAS Highways 11 and 17 play a critical role in the development and prosperity of Northern Ontario;

WHEREAS the former Liberal government introduced private winter maintenance contracts, and the current Conservative government has failed to improve winter road conditions in Northern Ontario;

WHEREAS injuries and fatalities are twice more likely to occur on a Northern highway than on a highway in Southern Ontario, per capita;

WHEREAS current Ministry of Transportation classification for winter highway maintenance negatively impacts the safety of drivers on Northern highways;

THEREFORE WE, the undersigned petition the Legislative Assembly of Ontario to:

- Classify all 400 series highways, the QEW highway and Highways 11 and 17 as Class 1 highways;
- Require that the pavement in Class 1 highways be bare of snow within eight hours of the end of a snowfall.

Stay Connected!

To keep updated, please fill in your email and/or phone number. This portion of the petition will be detached and kept confidential and will not be shared with the provincial government or any other parties.

Signature	Name (please print)	Address	City	Postal Code	Email	Phone Number

POUR AMÉLIORER L’ENTRETIEN HIVERNAL DES ROUTES DU NORD

À L’ASSEMBLÉE LÉGISLATIVE DE L’ONTARIO :

CONSIDÉRANT QUE les routes 11 et 17 jouent un rôle essentiel dans le développement et la prospérité du Nord de l’Ontario ;

CONSIDÉRANT QUE l’ancien gouvernement libéral a initié la privatisation de l’entretien des routes, et que le gouvernement conservateur actuel n’a pas su améliorer les conditions routières hivernales au Nord de l’Ontario ;

CONSIDÉRANT QUE sur les routes du Nord, les taux de blessures et de décès par habitant sont le double de ces mêmes taux correspondant aux routes du Sud de la province ;

CONSIDÉRANT QUE la classification utilisée actuellement par le ministère des Transports pour l’entretien hivernal des routes a un impact négatif sur la sécurité des personnes qui empruntent les routes du Nord ;

NOUS, SOUSSIGNÉS, DEMANDONS QUE L’ASSEMBLÉE LEGISLATIVE DE L’ONTARIO de mettre en œuvre les mesures suivantes :

- classer toutes les autoroutes série-400, l’autoroute Queen-Elizabeth, ainsi que les routes 11 et 17, comme des routes de catégorie 1 ;
- exiger que la chaussée des routes de catégorie 1 soit complètement dégagée dans les huit heures suivant une chute de neige.

Restons en contact !

Pour rester informé·e, veuillez indiquer votre adresse courriel et/ou votre numéro de téléphone. Cette partie de la pétition sera détachée et restera confidentielle : elle ne sera pas partagée avec le gouvernement provincial, ni avec d’autres partis.

Courriel	Numéro de téléphone	Nom	Adresse	Ville	Code Postale	Signature

TOWN OF FORT FRANCESMINUTESSESSION NO. #14September 3, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on September 3, 2019 from 8:30 a.m. to 9:23 a.m.

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

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, L. Slomke, Clerk, A. Byrnes, By-Law Enforcement, P. Briere, Committee Secretary

1. Call to Order - 0830am

Session #14

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

3.1 Approval of Previous Meeting Minutes.

- Approved as presented.

4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.

None.

5. In-Camera

None.

6. Items Referred from Council

6.1 Letter of Concern from J. Brandli - Animal Control By-Law.

- After a discussion was had on this item with the Committee and a review of the animal by-law processes was completed. The Planning & Development Executive Committee is recommending to have a letter sent to Ms. Brandli and that more information be added to the Town's Website.

6.2 Letter from M. McFayden re: Request for rebate of Permit Fees.

- After a review of the letter was completed and an overview of the rebate program and permit process was completed. The Planning & Development Executive Committee is recommending to accept the letter as information and take no further action.

- 6.3 Request from Belluz Concrete - Community Improvement Incentives.
 - After an overview of the request letter was completed. A discussion was had with the Committee. The Planning & Development Executive Committee is asking Administration to bring forward more information back Administration & Finance Executive Committee to consider prior to making a recommendation.

7. New Business

None.

8. Outstanding Items

None.

9. Information

None.

10. Non-agenda Items

None.

11. Adjourn / Next Meeting Date - 0923am

Monday September 16th, 2019.



Executive Committee Chair



Secretary, Planning & Development Executive Committee

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



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 8:07 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 & Blair.

2. Approval of Minutes

B.1.A Board of Management Meeting –21 August, 2019

Copies of the minutes from the 11 September 2019 Board of Management Meeting circulated for review and approval. The following motion was made:

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

3. Accounts Payable & Financial Report

Motion #2 –Pam Williams/Ed Gackley/Pat Gartshore
TO accept the total payable for, July, 2019 in the amount of \$836.20
No against or abstentions
CARRIED

4. New Business

1. Doug opened the meeting by speaking to members regarding code of conduct at our meeting.

5. Business Arising from the Minutes

Finance and Administration Committee

1. Still Surplus.

Promotions Committee

1. Moonlight Madness has had a name change! It will now be known as Fall Harvest. The date of this event will now be 24 October, 2019 and does not necessarily pertain only to “Sale” promotion.
2. Girls Night Out: 14 November, 2019
3. Black Friday: No date set as of yet.
4. Christmas Parade: No date set as of yet.
5. Festival of Frost: Same date as Christmas Parade. It was suggested that we have an old fashioned ceremony this year with the lighting of the tree in front of the Post Office. Shelley will be speaking to Mayor June Caul regarding the possibility. “Stuff the Bus” will also be held on this day. We will need to come up with some fun ideas to entice residents to come down for the celebrations. It was suggested that we could possibly look at Hot Chocolate and Candy Canes.

Maintenance Committee

1. Baskets still look good. Will come down approx.. the week of 23 September. Doug to arrange time and date with Power Corp.

Chamber of Commerce

1. Business Awards are being held on 13 November, 2019 at The Rendezvous.

Social Media

1. No Report

New Business

1. Remembrance Day Hours: It was suggested opening at noon as in past years.

6. Old Business

1. Everything is business as usual.
2. Scott will be helping with the parade this year.

Setting of Next Board Meeting

Motion # Pat Gartshore

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 13 November, 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.

TOWN OF FORT FRANCESMINUTESSESSION NO. #014October 9, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on October 9, 2019 from 8:30 a.m. to 10:20 a.m.

PRESENT: M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO, Diana McGee (8:30 a.m. to 8:49 a.m.), Jim Cumming (8:47 a.m. to 9:20 a.m.) and Michael Graham (9:20 a.m. to 9:58 a.m.)

1 Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on September 18, 2019 - the minutes from the meeting on September 18, 2019 were approved as circulated.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Award of Tender 19-OF-11 - 5 Year Garbage and Recycle Collection - matter tabled in order to work with the Contractor to review pricing.

5.2 Award of RFP 19-OF-12 - Fort Frances Airport Safety Management System Internal QA Audit Services - the administration report was approved as recommended.

5.3 Award of 3 Year Asphalt Patching Tender 19-OF-13 - the administration report was approved as recommended.

5.4 Request from Cornerstone Hangers for Hanger Lot Lease at the Fort Frances Airport -

the administration report was approved as recommended.

- 5.5 Application for Funding for a Large Scale Planting Partnership Project - the administration report was approved as recommended.

6 Outstanding Items

- 6.1 Letter Dated August 7, 2019 - Asset Management Replacement of Mature Trees - the report was received as information and will be forward on to Council. No action required.

7 Information

- 7.1 None

8 Adjourn / Next Meeting Date

- 8.1 Meeting adjourned at 10:20 a.m.
Next meeting October 23, 2019.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities