

TOWN OF FORT FRANCES

AGENDA - November 12, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 026) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

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

1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Delegations/Deputations:

2.1 Ontario Clean Water Agency - Wastewater Facilities Overview and Update

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated October 24, 2019 from M. Ahrens re: Pedestrian Safety and Issues at Legion Park (South end Lillie Avenue).

4

- will be referred to Operations and Facilities Executive Committee with input from Planning and Development Executive Committee.

3.3 Joint Letter dated October 31, 2019 from D. Taylor and L. Sharp re: 1015 Third Street East - Sump line water discharge.

5 - 6

- will be referred to Operations and Facilities Executive Committee with input from Planning and Development Executive Committee.

3.4 E-mail from T. Russo, Crime Watch Canada re: Advertising Opportunity

7 - 9

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

3.5 E-mail from Ontario Good Roads Association re: 2020 Membership

10 - 12

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

3.6 E-mail from S. Wepruk, BIA Secretary re: Tree Lighting - Insurance Request

13

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

4. Approval of Council Minutes: *

4.1 Session No. 025 dated October 28, 2019.

5. Approval of Committee of the Whole Minutes: *

5.1 Session No. 027 dated October 28, 2019.

6. Resolutions from tonight's Committee meeting

7. By-Laws:

7.1 By-law 39/19 being a by-law to approve an automatic aid agreement with Township of Alberton, Township of Chapple, Township of Emo and Township of LaVallee to provide and/or receive fire protection services. 14 - 19

7.2 By-law 40/19 being a by-law to approve an agreement with Asselin Transportation and Storage Ltd. for the collection of garbage and recyclables in the Town of Fort Frances pursuant to a public tender process. 20 - 26

7.3 By-law 41/19 being a by-law to appoint a new Chief Building Official and Deputy Chief Building Official for the Corporation of the Town of Fort Frances. 27

7.4 By-law 42/19 being a by-law to approve a service agreement with Royal Bank of Canada for the provision of Paytickets Services. 28 - 50

8. Information Correspondence:

8.1 AMO Communications 51 - 56
 -2020 Ontario Municipal Partnership Fund Allocations Announced
 -Announcement by the Minister of Municipal Affairs and Housing
 -Fall Economic Statement Contains Minor Development Charge/Community Benefit Charge Changes

8.2 AMO Watchfile 57 - 61
 - dated October 31, 2019
 - dated November 7, 2019

8.3 Detail Design and Class Environmental Assessment Study for the Rehabilitation of Crowrock Inlet Bridge, District of Rainy River. 62 - 63

8.4 2019/2020 Confirmation of Funding Announcement from the Ministry for Seniors and Accessibility re: Fort Frances Seniors Centre. 64 - 66

	Page
8.5 Notice dated October 18, 2019 from Ministry of Municipal Affairs and Housing re: Formal Applications for Consent - Lobstick Island, Rainy Lake, Rainy River District.	67 - 68
8.6 Enbridge Gas Inc. 2020 Rate Application - Notice of Hearing - EB-2019-0194.	69 - 78
8.7 Salvation Army - Volunteer Bell Ringers Needed.	79
9. <u>Minutes:</u>	
9.1 Fort Frances Police Services Board dated September 20th, 2019.	80 - 83
9.2 Planning and Development Executive Committee dated October 21, 2019.	84 - 85
9.3 Community Services Executive Committee dated October 8, 2019.	86 - 87
9.4 Operations & Facilities Executive Committee dated October 23, 2019	88 - 89
10. <u>Non-agenda Items</u>	
11. <u>ADJOURNMENT</u>	
12. <u>* Previously distributed to Council</u>	
13. <u>** Items can be viewed by contacting the Clerk</u>	

October 24, 2019

June
Dear Mayor Caul:

Re: 1) Pedestrian Safety - Keating Ave. / 1st St. W
2) Vehicular degradation of Legion Park (south end Lillie Ave.)

Elementary Student Safety - Keating Ave. / 1st Street W

- * 400+ students will be attending St. Mary (Elementary) School (JK-Gr.8) beginning January 2020.
- * A number of these students will walk from south of #11/71 to and from the school.
- * Students using Keating Ave. and/or 1st St. West need sidewalks. (Each day 13+ school buses & long Kiss & Ride line-ups create traffic hazards.)
- * The T of FF needs to budget / install a sidewalk along the west side of Keating Ave. from J. W. Walker School north to 2nd Ave. W.
- * In the interim, during the winter months, a sidewalk plow needs to keep open a safe passageway off the west side of Keating Ave.

Degradation of Legion (Westend) Park (south end)

- * Dozens of vehicles are invading the south end of Legion Park and using it as a turnaround.
- * This ugly "traffic circle" has destroyed the grass, cut deep muddy ruts, and is hyper-stressing the young, shallow-rooted red pines.
- * Management at the park seems to see the solution to be the responsibility of the Streets and Roads Department.
- * The Streets and Roads Department seems to see the solution to be the responsibility of the Parks Department.
- * An order from "**on high**" needs to be issued to stop this totally avoidable degradation of our beautiful Legion Park.

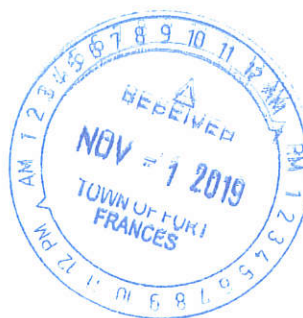
Respectfully re-submitted by

Mew Ahrens

Dalton Taylor and Lydia Sharp
1021 Third Street East
Fort Frances, ON P9A 1S3

October 31, 2019

Town of Fort Frances
By-law Enforcement Office
Public Works Department
320 Portage Avenue,
Fort Frances, ON P9A 3P9



RE: 1015 Third Street East, Fort Frances – Sump line water discharge

Dear Sir/Madam:

This will confirm that we recently made a complaint to both the By-law Enforcement Department and the Public Works Department regarding the recent installation of a sump line at 1015 Third Street East that is being discharged directly on the municipal lane. The continuous discharge of water has caused flooding of the lane and adjoining properties. Both departments have advised the discharge of sump line subsurface ground water on municipal lane was permissible, which is extremely troubling.

As you are aware, the discharge from the sump line has created large puddles, erosion and continuously wet conditions on the municipal lane, which due to insufficient grading does not flow towards the storm sewers and therefor pools in the lane and neighboring properties. This has created a nuisance and a hazard. It has now reached the point that there are hazardous icy conditions and jagged ice chunks strewn about the lane and abutting properties. The Town could be held potentially liable in the event of property damage or personal injury.

The Town of Fort Frances By-law #06/16, and in particular paragraphs 8.4 and 8.8 (a), a copy of which is enclosed, applies to this situation and which should not be permitted to continue.

I trust that this matter will be addressed promptly and properly.

Sincerely,

Dalton Taylor
Lydia Sharp

Dalton Taylor/Lydia Sharp

cc: June Caul, Mayor

installation is made. The rates for the installation of this service are as provided in the current Town's User Fee by-law.

- b) Where as determined by the Engineer, there is no acceptable storm sewer or open ditch abutting the property, the property owner may make application annually for permission to direct the discharge from the weeping tile sump pump to the sanitary sewer between October 15 and March 31 each year. Approval by the Engineer, of the application is required before any connection to the sanitary sewer is made. The property owner shall terminate the connection of the discharge from the weeping tile sump pump to the sanitary sewer and redirect the discharge to the outdoors by March 31 or as directed by the Engineer.

In special circumstances, the Engineer may grant permission to a property owner to deviate from the foregoing required timelines.

No property owner shall permit the discharge from the weeping tile sump pump to the surface of any municipal roads during winter months.

8.3 Development requiring site plan approval

For all new site plan approvals, all existing connections of foundation drains (weeping tile) shall be removed and no new connection of foundation drains shall be allowed to the sanitary sewer system unless approved by the Engineer.

8.4 Discharge of foundation drain (weeping tile) flows

Every person shall discharge all foundation drain (weeping tile) flows from a building in accordance with this by-law.

8.5 Gravity connections

No gravity connection of foundation drains (weeping tile) will be allowed to the storm sewer system unless the system has the capacity to provide for such connections and is approved by the Engineer.

8.6 New plans of subdivision

Where ever possible no person shall create a lot that does not have a storm sewer adjacent to it and, in subdivisions where the subdivision agreement has been approved by Council no person shall create a lot that does not have a storm private drain connection, except where a geotechnical engineer certifies that foundation drains (weeping tile) are not required.

8.7 When sump pumps are discharged to ground surface

For all new subdivisions, where the subdivision agreement is approved by Council where ever possible sump pumps shall discharge foundation drain (weeping tile) flows into a storm sewer. Where a sump pump discharges foundation drain (weeping tile) flows to the ground surface, the following shall apply:

- a) if a problem related to a lot, caused by the discharge of the sump pump to the ground surface occurs prior to the Town's assumption of the street fronting that lot, the developer will be required to redirect the sump pump discharge to the storm sewer via a storm private drain connection at no cost to the Town;
- b) prior to the assumption of a street by the Town, the developer will be required to engage a geotechnical engineer to certify that the soil and ground water conditions on any vacant lot or lots are such that a direct connection to a storm sewer will not be required. If such certification cannot be provided, the developer shall be required to install a storm private drain connection to serve each affected lot, at no cost to the Town;
- c) prior to the assumption of a street by the Town, should the discharge of a sump pump on any lot adjacent to a vacant lot be required, because of unsuitable or unfavourable soil and ground water conditions, to be connected directly to the storm sewer, the developer shall install storm private drain connections to all vacant lots as directed by the Engineer, at no cost to the Town.

8.8 Requirements for foundation drain (weeping tile) flows

The foundation drain (weeping tile) flows from a building shall be discharged in the following manner:

- a) via a sump pump to the ground surface, provided that the discharge to the ground surface does not create continually wet ground conditions and/or do not create any adverse effect upon municipal sidewalks and roads or upon adjacent properties; or
- b) via a sump pump to a storm sewer; or
- c) via a sump pump to a dry well system, provided that appropriate soil testing is completed to establish the suitability of using a dry well system, and that the dry well system is designed and certified by a qualified Ontario Professional Engineer; or
- d) by gravity water flow to the storm sewer, if capacity and availability, as determined by the Engineer, exists in the storm sewer; and
- e) in subdivisions where the subdivision agreements are approved by Council, notwithstanding the requirements of clauses 8.8 (a) to (d) inclusive, sump pump discharges shall be connected to storm building sewers, which shall be connected to storm private drain connections.

From: Tony <tony@crimewatchcanada.com>
Sent: Thursday, October 31, 2019 9:38 AM
To: Town <town@fortfrances.ca>
Subject: re: Wounded Warriors E-Magazine

Further to the call from Dave K:

We are proud to have partnered with Wounded Warriors Canada on this specific fundraising endeavor so to further assist in supporting the work this wonderful charity provides to our frontline personnel.

We respectfully ask for your assistance as a Sponsor and help to support the work, we strive to achieve so to honour and support Canada's ill and injured Canadian Armed Forces members, Veterans, First Responders and their Families. We are hoping, we may advertise your Organization as a much valued sponsor for the programs and services provided by this worthwhile charity within the Wounded Warriors E-Magazine which, we distribute all across Canada on a quarterly basis. Most importantly the dollars risen (after costs) through this initiative go towards the many program and services they provide to our frontline personnel and their families.

Attached is some more information regarding Wounded Warriors Canada along with sponsorship pricing for the digital publication.

Regards,

Tony Russo
National Accounts Manager
780-995-2855 (Direct line)
1-877-443-4453 (Office line)
1-877-443-4467 (Facsimile)
www.crimewatchcanada.webs.com

To honour and support Canada's ill and injured Canadian Armed Forces members, Veterans, First Responders and their families.

CRA# 82808-2727-RR0001



Since our humble beginnings in 2006, Wounded Warriors Canada has grown to become one of the leading military support organizations in Canada. From one small program providing care packages to our injured military members in the NATO Hospital in Germany, we have grown to include 15 separate innovative and pioneering programs aimed at supporting our nations heroes and their families overcome the challenges associated with Post Traumatic Stress Disorder or PTSD.

With the war in Afghanistan over, it is often easy to forget that over 45,000 Canadians served during the war in that desert. Prior to this conflict, thousands more served in countries like Rwanda, Cambodia, Cyprus, Haiti and Bosnia. From these conflict zones, many of our soldiers, sailors and airmen have been injured both physically and mentally. Not all injuries are visible – many have mental scars related to their service and these people often face enormous challenges when transitioning back home to Canada.



Wounded Warriors Canada recognized the gap in the support of those suffering from mental health injuries and it has become our mission to make sure no veteran, first responder or their families goes without support. Since its inception in September 2006, it has become the beneficiary of the nation's empathy towards Canadian soldiers and new in 2016, our nations local heroes – our First Responders. The outpouring of support from individual Canadians and Canadian businesses has been overwhelming. Wounded Warriors Canada is a success story borne out of a horrible

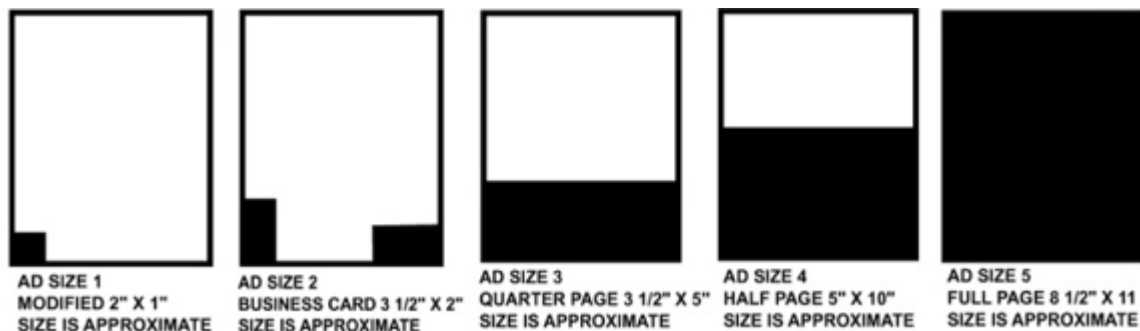
tragedy that continues to support those in need.

Today, we continue our legacy of care and compassion as the nation's leading, wholly independent, Veteran's charity focusing on mental health. Our innovative and wide-ranging direct programming, which exceeded \$1,500,000 in 2015, is changing the lives of Veterans, First Responders and their families. This is only made possible as a result of the compassionate trust and support of individual Canadians and Canadian businesses, enabling us to carry forward our guiding ethos: Honour the Fallen, Help the Living.



Honour the Fallen, Help the Living

ADVERTISING RATES – QUARTERLY MAGAZINE PRE-APPROVAL / ORDER FORM



	1 Issue	2 Issues	3 Issues	4 Issues
Regular Business card	\$195	\$350	\$500	\$625
Business Card	\$320	\$575	\$815	\$1025
Quarter Page	\$460	\$830	\$1175	\$1475
Half Page	\$770	\$1385	\$1965	\$2465
Full Page	\$1200	\$2185	\$3060	\$3700
Inside Cover	\$1500	\$2750	\$4000	\$5000
Outside Cover	\$2000	\$3700	\$5400	\$7000

Company Name	_____	Contact	_____
Ad Selected	_____	Cost	\$ _____
Card	_____	Expiry	_____
Phone	_____	Fax	_____
Signature	_____	Date	_____

Please fax back to: Fax: (877) 443-4467

Payments are accepted in Visa, MasterCard, American Express (*Please circle*), Cheque or Money Order.
(*Please don't send cash*)

From: info@ogra.org on behalf of info@ogra.com
To: [Lisa Slomke](#)
Subject: Invoice for 2020 OGRA Membership
Date: Thursday, November 7, 2019 7:34:28 AM
Attachments: [invoice-23968.pdf](#)

The Ontario Good Roads Association advances the infrastructure and transportation interests of our members through training, advocacy and services. OGRA has expanded its resources and developed new services to help member municipalities meet their greatly increased responsibilities. Through the association's educational programs and services, new workshops, member forums and innovative electronic networks, OGRA supports its members in meeting their responsibilities to build, operate, maintain and manage infrastructure in Ontario.

Membership in OGRA means access to quality affordable courses, technical advice and a strong united voice on municipal issues.

Currently, we represent 415 Municipalities and 16 First Nations throughout Ontario and are proud of our dedication to our members. We would like to have the privilege of representing all municipalities and First Nations so that we may present a united voice when seeking a sustained funding source and legislative action from the Province. This united voice directly benefits the municipalities of Ontario.

OGRA Municipal and First Nations Membership Includes:

- Access to member rates to the annual OGRA Conference
- Member rates for education training services
- Milestones Magazine
- Regular communication and current information
- Advocating with the Provincial & Federal governments on your behalf
- Free access to Municipal DataWorks
- Free access to Winter WebApp
- Free access to The Road Authority

Your 2020 OGRA Membership invoice is attached. Annual membership fees are based on the number of households. For a copy of the fee schedule please click on OR copy and paste the following link into your browser: [https://www.ogra.org/files/OGRAfees/2020/2020 fee schedule.pdf](https://www.ogra.org/files/OGRAfees/2020/2020%20fee%20schedule.pdf)

I think you will agree that the challenges ahead for municipalities are significant and the opportunity to share information, knowledge and skills is greater than ever. Your support for OGRA's programs and services is critical to our success and we look forward to working in partnership with you to provide Ontario municipalities with innovative ideas and solutions to infrastructure-related issues.

Please do not reply to this email as it is not monitored.
 For more information, please call 289-291-6472 or email cathy@ogra.org

UNSUBSCRIBE

**Ontario Good Roads Association**

1525 Cornwall Road, Unit 22
 Oakville ON L6J 0B2
 Tel. 289-291-6472
 Fax. 289-291-6477
 www.ogra.org

Bill To

Town of Fort Frances
Lisa Slomke

Billing Address

320 Portage Avenue Fort Frances,
 ON, P9A 3P9

Invoice

Invoice #:	53968
Date Issued:	November 7, 2019
Status:	Unpaid : \$1,037.01

Order Information

Item / Description	Base Price	Qty	Total
2020 Municipal Membership 2020 OGRA membership fee (based on 3,801 households as per MPAC)	\$917.71	1	\$917.71

Invoice Description: 1 2020 OGRA membership fee (based on 3,801 households as per MPAC)

HST # R104000450

Sub Total:	\$917.71
HST	\$119.30
Tax Total	\$119.30
Total	\$1,037.01
Total Paid	(-)\$0.00
Total Owing	\$1,037.01

Payment Method

Cheque ☐

VISA ☐

Mastercard ☐

Card No: _____

Name On Card: _____

Expiry Date: _____

Signature: _____

HST # - R104000450

Due Upon Receipt

From: [Shelley Wepruk](#)
To: [Lisa Slomke](#)
Cc: [Doug Cuthbertson](#)
Subject: Tree Lighting
Date: Thursday, November 7, 2019 12:18:48 PM

Good Afternoon: The BIA is proposing a little bit different promotion regarding Christmas this year in downtown Fort Frances. We would like to (and have obtained permission to) light the tree on the corner of Portage and Scott Street on the Post Office Property.

It is our understanding that we need to have approval from the Town of Fort Frances to have the Post Office property covered under the town's insurance. We are, therefore, requesting that the town provide us or the Post Office with a letter stating that the said property will be covered under the town insurance should it be needed.

We would also at this time like to extend an invitation the Mayor June Caul, councillors and other dignitaries you would like to be present to do the lighting of the tree. The proposed date is 30 November, 2019 at 5 p.m.

Your attention to this matter would be greatly appreciated.

Thanks in advance

Shelley R. Wepruk
B.I.A. Secretary

TOWN OF FORT FRANCES

BY-LAW NO. xx~19

(Being a by-law to approve an automatic aid agreement with Township of Alberton, Township of Chapple, Township of Emo and Township of LaVallee to provide and/or receive fire protection services)

WHEREAS on September 23rd, 2019, Council approved a report from T. Moffitt, Fire Chief / CEMC which recommended entering into of an agreement with adjacent municipalities to provide and/or receive fire protection services;

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

1. That the automatic aid agreement with Township of Alberton, Township of Chapple, Township of Emo and Township of LaVallee in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That By-law 41~18 be hereby repealed upon passage and enactment of this By-law and agreement.

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

READ THREE TIMES and finally passed in open Council this 9th day of July 2018.

J. Caul, Mayor

E. Slomke, Clerk

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

THIS AGREEMENT made this day of , 2019.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ALBERTON,

THE CORPORATION OF THE TOWNSHIP OF CHAPPLE,

THE CORPORATION OF THE TOWNSHIP OF EMO,

THE CORPORATION OF THE TOWNSHIP OF LA VALLEE

And The CORPORATION OF THE TOWN OF FORT FRANCES

(herein collectively referred to as the "Parties")

WHEREAS Section 2(6) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an automatic aid agreement with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Townships of Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances operate fire protection services and manage assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire departments;

AND WHEREAS each of The Townships Alberton, Chapple, Emo, La Vallee & The Town of Fort Frances are willing and prepared to make available fire protection services to the municipality requesting service via automatic aid and in coverage situations on certain terms and conditions;

NOW THEREFORE, in consideration of the mutual covenant's conditions, considerations and payments herein contained, the respective Councils for the Townships of Alberton, Chapple, Emo, La Vallee & Town of Fort Frances mutually agree as follows:

1. Definitions for the purpose of this Agreement:

- a) **"Designate"** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **"Automatic Aid Agreement Services Fees"** means the current MTO provincial rate per apparatus.
- c) **"Alberton Volunteer Fire Department"** means the Township of Alberton Volunteer Fire Department, herein referred to as AVFD. (District Station #9).
- d) **"Emo Fire & Emergency Service"** means the Township of Emo Fire & Emergency Service, herein referred to as EFES. (District Station #7)

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

- e) **“Chapple Fire & Emergency Service”** means The Township of Chapple Fire & Emergency Service, herein referred to as CFES. (District Station #5 South and #5 North)
- f) **“La Vallee Fire & Emergency Service”** means the Township of La Vallee Fire & Emergency Service, herein referred to as LFES. (District Station #8)
- g) **“Fort Frances Fire & Rescue Service”** means the Town of Fort Frances Fire & Rescue Service, herein referred to as FFRS (District Station #11)
- h) **“Incident Commander”** means the person in command of an incident, also referred to in this Agreement as IC.
- i) **“Fire Protection Services”** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services as described below.
- j) **“Sufficient Resources”** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.
- k) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private roadways, lanes, drives, and access.

2. Automatic Aid:

- a) This Agreement is intended to be used on a day to day basis in order to meet the following objectives:
 - (i) Ensuring the provision of equipment and personnel, which are neither practical nor reasonable for each Fire Service to provide due to economic and other conditions inherent to their provision.
 - (ii) Provide the Town of Fort Frances assist coverage for areas that are not hydrant protected, as deemed required by the Incident Commander. In the event of a hydrant system failure, the coverage would also be provided to those areas.
 - (iii) Provide the Townships of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require an aerial ladder apparatus, as deemed required by the Incident Commander.
 - (iv) Provide the Township of Alberton, Chapple, Emo, and La Vallee assist coverage for areas/situations that may require water related emergency services, as deemed required by the Incident Commander.
 - (v) Provide the Township of Alberton a water supply from fire hydrants, as deemed required by the Incident Commander.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

3. Conditions of Response

- a) Each municipality is responsible to its own taxpayers first and, as such, may refuse to supply response if its Fire Service personnel, apparatus, and or equipment are required in its own jurisdiction at the time of an incident, or in the event it deems that another Fire Service cannot provide sufficient coverage to its jurisdiction for the duration of the incident response.
- b) In the event an incident occurs in the jurisdiction of a Fire Service that is assisting another, the applicable Commanding Officer or designate may order the release of any or all personnel, apparatus and/or equipment of their Service.
- c) Conditions a and b above will be decided by the assisting Fire Service as per the chain of command.

4. Conditions of Agreement

- a) This Agreement shall remain in force until any of the Parties provides written notice of termination to all other Parties not less than six months prior to the desired date of termination.
- b) This Agreement may be amended only by way of a written Addendum signed by all Parties to this Agreement. The Agreement or may be repealed and replaced with a revised Agreement at any time upon formal authorization by by-law by the Council of each participating party to same.
- c) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, such dispute shall be submitted to the respective Party. Negotiations regarding any dispute will be initiated by both Parties.
- d) In the event that there may be any dispute between the Parties to this Agreement, or any of them, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, and negotiation between the Parties has not resolved the dispute within sixty days of initiating negotiations, such dispute shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990 c. M. 48, and the decision rendered in respect of such proceedings shall be final and binding upon the disputing Parties.
- e) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the Parties hereto shall agree to the selection of a single arbitrator, and failing agreement on the selection of an arbitrator, such arbitrator shall be appointed by a judge of the Supreme Court of Ontario pursuant to the provisions of the Arbitrations Act, S.O. 1991 c. 17, or pursuant to any successor legislation.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

- f) Cost for an arbitrator will be split even (50% cost sharing arrangement) between the disputing Parties.

5. Billing Conditions

- a) The Fire Chief of the responding municipality, or designate, shall notify the municipal Treasurer or designated person when any billable service has been provided by that municipality's Fire Service under this Agreement.
- b) Billings under this Agreement will be issued by the municipal Treasurer or designated person for a responding Fire Service during the month after such services are provided. Billing shall be at the current MTO provincial rate per apparatus.
- c) The Parties receiving a bill for services under this Agreement shall remit payment of same upon receipt.

6. Legal

- a) This Agreement shall come into force and effect on the date of passing of a by-law approving same by Councils of the respective Parties hereto.
- b) This Agreement shall be reviewed by the Parties at least once every five years, or on request of any Party hereto.
- c) If for any reason, any section, clause or provision of this Agreement is declared to be inconsistent or is declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of this Agreement as a whole or any part thereof and shall be deemed to be severed from this Agreement.
- d) Due to the reliance of all Parties on volunteer firefighters, the topographic and geographic configuration of the respective jurisdictions, the level of firefighter training in the area on any given day, limited levels of equipment, available resources, and other constraints, the services described in this by-law are provided as "Limited Services" as defined in Section 1 of this Agreement.
- e) The Parties hereto shall not accept, sustain or incur liability for the delay or inability of their respective Fire Services to supply any of the services under this Agreement due to the provision of its approved services as Limited Services or due to the existence of unsafe conditions encountered enroute, environmental factors and impeded access.
- f) No liability shall attach or accrue to the Parties or any of them under this Agreement by reason of any injury or damage sustained by personnel, apparatus, and/or equipment of the Fire Service while engaged in the provision of fire protection services to any area outside of the municipal jurisdictions of the Parties.

AUTOMATIC AID AGREEMENT BETWEEN THE TOWNSHIPS OF ALBERTON, CHAPPLE, EMO, LA VALLEE, AND THE TOWN OF FORT FRANCES

- g) That this Agreement may be cited as the “Alberton, Chapple, Emo, La Vallee & Fort Frances Automatic Aid Agreement”.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their authorized signatories.

The Corporation of the Township of Alberton

REEVE (seal)

CAO/Clerk-Treasurer

WE HAVE AUTHORITY TO BIND THE CORPORATION

The Corporation of the Township of Chapple

REEVE (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of Emo

MAYOR (seal)

CAO

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Township of La Vallee

REEVE (seal)

CLERK-TREASURER

WE HAVE AUTHORITY TO BIND THE CORPORATION.

The Corporation of the Town of Fort Frances

MAYOR (seal)

CLERK

WE HAVE AUTHORITY TO BIND THE CORPORATION.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to approve an agreement with Asselin Transportation and Storage Ltd. for the collection of garbage and recyclables in the Town of Fort Frances pursuant to a public tender process)

WHEREAS on October 28, 2019, Council approved a recommendation from the Operations & Facilities Executive Committee to enter into a five year agreement with Asselin Transportation and Storage Ltd. for the provision of garbage & recyclables collection services in the Town of Fort Frances pursuant to award of tender 19-OF-11;

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

1. That the agreement with Asselin Transportation and Storage Ltd. in the form of Schedule “A” attached hereto and 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 12th day of November 2019.

J. Caul, Mayor

E. Slomke, Clerk

SCHEDULE 2**AGREEMENT****Tender No.: 19-OF-11****FIVE (5) YEAR GARBAGE COLLECTION and RECYCLE COLLECTION SERVICE**

THIS AGREEMENT made this _____ day of _____, 2014.

BETWEEN:

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

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

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

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

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

2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by the unit price in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed 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 or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

- (i) in case of notice to the Town, as follows:

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

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

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

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

SIGNATURE OF CONTRACTOR:

Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax Number:

Cell Number:

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

Date: _____, 2014.

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, _____
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall always be required to wear proper safety equipment; 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:

PRINT NAME AND TITLE OF PERSON
SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax _____ Number:

Cell _____ Number:

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

Date: _____, 2014.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(BEING a by-law to appoint a new Chief Building Official and Deputy Chief Building Official for the Corporation of the Town of Fort Frances)

WHEREAS the Building Code Act, S.O. 1992 as amended, requires Council of each municipality to appoint a Chief Building Official and such inspectors are necessary for the enforcement of this Act in the areas in which the municipality has jurisdiction;

AND WHEREAS, Council of the Corporation of the Town of Fort Frances deems it necessary to appoint a Chief Building Official and Deputy Chief Building Official;

WHEREAS C. Vangel, Chief Building Official / Municipal Planner has successfully completed the ‘Powers and Duties of CBO-2012’ exam which qualifies C. Vangel under the Building Code Act to perform the duties of the Chief Building Official;

AND WHEREAS on November 12, 2019, Council approved a report from D. Brown, CAO setting out changes required in the appointment of Chief Building Official and Deputy Chief Building Official.

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

1. That effective November 12, 2019 the appointment of Tyson Dennis as Chief Building Official for the Corporation of the Town of Fort Frances be rescinded.
2. That effective November 12, 2019 Cody Vangel be appointed Chief Building Official for the Corporation of the Town of Fort Frances.
3. That effective November 12, 2019 Travis Rob be appointed Deputy Chief Building Official for the Corporation of the Town of Fort Frances.
4. That By-law 58~16 be hereby repealed upon passage and enactment of this By-law.

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 12th day of November 2019.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(BEING a by-law to approve a service agreement with Royal Bank of Canada for the provision of Paytickets Services)

WHEREAS on October 28, 2019, Council approved a report from A. Bisson, Deputy Treasurer which authorized entering into a service agreement with Royal Bank of Canada for the provision of Paytickets Services.

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

- 1. That the agreement with Royal Bank of Canada in the form attached as Schedule 'A' be approved.

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 12th day of November 2019.

J. Caul, Mayor

E. Slomke, Town Clerk

POA SERVICE AGREEMENT

This Service Agreement (the “**Agreement**”) is entered into between Royal Bank of Canada (“**Royal Bank**”) and Town of Fort Frances (the “**Client**”) for the Service (as defined below) and is effective as of the 1st day of December 2019 (the “**Effective Date**”).

RECITALS:

- A. Royal Bank operates and maintains an automated electronic payment service that allows individuals using the Internet to make online payments of fines for tickets issued pursuant to the *Provincial Offences Act* (Ontario) (and any successor legislation thereto) (the “**Paytickets Service**”).
- B. The Client desires to enter into an agreement with the Royal Bank to permit access to the Paytickets Service.

In consideration of the mutual obligations described in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

“**Agreement**” means this Service Agreement entered into between Royal Bank and the Client.

“**Business Day**” means a day, excluding Saturday, Sunday and any other day which is a legal holiday or a day on which banking institutions are closed in the Province of Ontario.

“**Card Processor**” means the company or other applicable association used by the Client for the processing of credit card payments.

“**Client**” has the meaning specified above.

“**Client Account**” means the Client’s bank account to which the Card Processor will deposit Transaction Amounts.

“**Client Marks**” means the registered and unregistered trade-marks of the Client set out in Exhibit A.

“**Client Site**” means the website owned and operated by or on behalf of the Client located at www.FortFrances.ca (or any subdivisions or URLs thereof).

“**Cobranded Access Service**” has the meaning specified in Section 2.1.

“**Cobranded Pages**” means the web pages branded with the Royal Bank Marks and the Client Marks that are hosted on the Paytickets Site.

“**Confidential Information**” has the meaning specified in Section 7.1.

“Cure Period” has the meaning specified in Section 5.4.

“Effective Date” has the meaning specified above.

“Fees” means all fees payable by Client to Royal Bank under the Terms of this Agreement.

“ICON” means the computer system operated by MAG, used to maintain information related to outstanding tickets issued pursuant to the *Provincial Offences Act* (Ontario), which is acknowledged to be the “Integrated Court Offences Network” as of the Effective Date, and any addition, substitution or replacement to such computer system.

“ICON Validated” has the meaning specified in Section 2.1.

“Initial Term” has the meaning specified in Section 5.1.

“Intellectual Property Rights” means all intellectual property rights, whether registered or not, including patents, trade-marks, trade-names, business names, URLs, and other distinctive trade dress, designs, graphics, commercial symbols and indicia of origin, copyright, trade-secrets, know-how and other similar proprietary rights.

“Logo Link” means the paytickets graphic link that will be provided to the Client by Royal Bank which will directly link Users to the URL of the Cobranded Pages.

“MAG” means The Ministry of the Attorney General of Ontario.

“Maximum Transaction Fee” has the meaning specified in Section 3.1.

“Merchant Discount Rate” means the merchant discount rate charged by the Card Processor to the Client for the processing of Transactions.

“Merchant Event Fee” means the transactional fees charged by the Card Processor to the Client for the processing of Transactions.

“Merchant Number” means the merchant identification number provided to the Client by the Card Processor for the processing of Transactions.

“Paytickets Service” has the meaning specified in the recitals.

“Paytickets Site” means the website owned and operated by or on behalf of Royal Bank located at www.paytickets.ca (or any subdivisions or URLs thereof) including the Cobranded Pages.

“Professional Services” has the meaning specified in Section 2.1.

“Renewal Term” has the meaning specified in Section 5.1.

“Royal Bank Marks” means the registered and unregistered trade-marks of Royal Bank set out in Exhibit B.

“Service” has the meaning specified in Section 2.1.

“Subcontractor” means subcontractors performing services for Royal Bank in relation to Services being provided by Royal Bank in this Agreement, including without limitation Teranet Enterprises Inc. and its affiliates.

“Term” means the Initial Term and any Renewal Term, if applicable.

“Termination Event” has the meaning specified in Section 5.4.

“Transaction” means the payment of a Client ticket, issued pursuant to the *Provincial Offences Act* (Ontario), by a User through the Paytickets Site or the Cobranded Pages, and processed through the Paytickets Service.

“Transaction Amount” means the fine amount as retrieved from ICON for ICON Validated Transactions or as entered by the User for Transactions which are not ICON Validated.

“Transaction Fee” has the meaning specified in Section 3.1.

“User” means an individual making a Transaction who accesses the Paytickets Service through the Paytickets Site or through the Cobranded Pages.

“Year” means each 12 month period during the Term, for the first Year, beginning on the Effective Date, and for each subsequent year beginning on the day after each anniversary date of the Effective Date and ending on the next following anniversary date of the Effective Date.

1.2 Certain Rules of Interpretation

In this Agreement:

- (a) the descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Articles or Sections;
- (b) the use of words in the singular or plural, or with a particular gender, will not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits;
- (c) unless otherwise specified, all references to money amounts are references to Canadian currency;
- (d) whenever a provision of this Agreement requires an approval or consent by a Party and such approval or consent is not delivered within the applicable time, such consent or approval will be conclusively deemed to have been withheld;
- (e) the word “including” or “includes” means “including (or includes) without limitation”; and
- (f) where computing the number of calendar days, all days shall be counted, including days that are not a Business Day, provided however, that if the final day

of any calendar day period shall fall on a day which is not a Business Day, then the final day shall be deemed to be the next day which is a Business Day.

1.3 Exhibits

The following Exhibits are attached to this Agreement:

- (a) Exhibit “A” – Client Marks
- (b) Exhibit “B” – Royal Bank Marks
- (c) Exhibit “C” – Sample Professional Services Task List
- (d) Exhibit “D” – Paytickets Service: Hours of Operation and Client Support
- (e) Exhibit “E” – Transaction Reversal Procedures

ARTICLE 2 SERVICE

2.1 Provision of Service

Subject to the terms and conditions of this Agreement, Royal Bank will undertake the following (collectively, the “**Service**”):

- (a) provide the configuration and implementation services and project management of such services in order to support the configuration and implementation of Cobranded Access Service for the Client (the “**Professional Services**”). Exhibit C provides a sample Professional Services task list;
- (b) provide access through the Logo Link to the Cobranded Pages of the Paytickets Site, during the hours of operation as specified in Exhibit D, to permit Users to pay Transaction Amounts. When a User clicks on the Logo Link the Cobranded Pages will open on the Client Site through a pop-up window hosted on the Paytickets Site to allow the User to submit the information required for processing the Transaction (the “**Cobranded Access Service**”);
- (c) provide access, during the hours of operation as specified in Exhibit D, for Users to pay Transaction Amounts through the Paytickets Site by means of a pop-up window hosted on the Paytickets Site that will open to allow User to submit the information required for processing the Transaction;
- (d) allow users to pay Transaction Amounts using VISA, MasterCard or other payment options that Royal Bank may add from time to time by written notice to Client from Royal Bank;
- (e) query ICON, based on the information submitted by the User, and retrieve from ICON the associated outstanding fine amount where the query is successful (“**ICON Validated**”);

- (f) if the query to ICON is unsuccessful, the User will be prompted to enter on the Paytickets Site the offence date from the ticket. If the offence date entered by the User is more than 44 calendar days before the date on which the User submits the ticket information on the Paytickets Site, the User will not be permitted to continue with the payment of their ticket and the User will be notified that payment cannot be made through the Paytickets Service. The 44 day period is subject to periodic adjustment from time to time by written notice to Royal Bank from Client. Client may request the Bank to change the 44 day period once per year at no charge, following which a one day development and testing charge of \$1,000 will be applied for each instance;
- (g) perform an online authorization of the payment amount for Transactions paid by credit card. If the credit card payment cannot be authorized, the Transaction will not be completed and the User will be notified of the authorization failure;
- (h) electronically transmit, at the end of each Business Day, a computer file to MAG containing relevant information pertaining to ICON Validated Transactions and Transactions that are not ICON Validated. Transactions that are not ICON Validated will be processed by MAG as per MAG's operating procedures;
- (i) make available to the Client, at the end of each calendar day, a computer file containing relevant information including the court location ID pertaining to Transactions and reversed Transactions processed on that day. ICON Validated Transactions, Transactions that are not ICON Validated and reversed Transactions will be identified on the computer file;
- (j) use the Client's Merchant Number for the processing of Transactions paid by credit card;
- (k) provide support to the Client during the hours specified in Exhibit D;
- (l) refer to the Client any inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client; and,
- (m) reverse any Transaction upon request of the Client as provided for in Exhibit E.

2.2 Delivery

The Service is scheduled to be made available to the Client on December 1st, 2019 and Royal Bank will undertake reasonable commercial efforts to make the Service available on such date.

2.3 Authorizations

The Client hereby:

- (a) authorizes and directs Royal Bank or its Subcontractor to use the Client's Merchant Number as provided by the Client to Royal Bank, for the processing of Transaction Amounts;
- (b) authorizes Royal Bank or its Subcontractor to process Transactions from Users on behalf of the Client for the specified Transaction Amount and any fees, charges or taxes set by applicable legislation that applies to the Transaction and all applicable taxes;
- (c) authorizes Royal Bank or its Subcontractor to (i) access the Client's data stored in ICON, (ii) use and run queries against ICON, and, (iii) transmit, use, copy and reproduce the results of such queries from ICON;
- (d) authorizes Royal Bank or its Subcontractor to be configured within ICON as a sub-court/cashier for each court location ID within the Client's jurisdiction;
- (e) authorizes Royal Bank or its Subcontractor to electronically transmit, at the end of each Business Day, a computer file to MAG, containing relevant information pertaining to fines paid for ICON Validated Transactions and Transactions that are not ICON Validated, for the purpose of updating ICON; and,
- (f) provide Royal Bank or its Subcontractor promptly with such other authorizations as may reasonably be required by Royal Bank or its Subcontractors from time to time to perform the Service and/or the Paytickets Service.

2.4 Display of the Logo Link

The Logo Link will be posted and displayed and accessible on the Client Site at a location determined by the Client in the form and format provided by Royal Bank.

2.5 Accepted Method of Payment

The Client will market and promote the Paytickets Service as an accepted medium of payment on the Client Site, in its fine payment details included on the Client's form of ticket issued under the *Provincial Offences Act* (Ontario), and in its fine payment details included on any other notice regarding payment or delinquency of payment issued by or on behalf of the Client.

2.6 Other Client Obligations

The Client agrees that during the Term it will have sole responsibility for promptly undertaking the following:

- (a) obtaining all necessary consents required under applicable law to disclose and transfer to the Royal Bank and its Subcontractors the data or information contained in any files provided by the Client, including any personal information in such data and information, and to allow the collection, use, storage and distribution of such data and information by the Royal Bank as is necessary to perform the Service and the Paytickets Service;

- (b) providing, maintaining and supporting the Client Site and connectivity from the Client Site to the Internet;
- (c) providing, maintaining and supporting all necessary facilities, equipment, telecommunications, internet service provider service, systems and networks used by it or its subcontractors to obtain the Cobranded Access Service and perform its obligations under this Agreement;
- (d) reporting any problems with the Cobranded Access Service to the customer service number provided to the Client by Royal Bank and to provide reasonable assistance to Royal Bank and its Subcontractors in their efforts to reproduce and confirm the reported problem;
- (e) ensuring that the Client contact information remains accurate and up to date during the term of this Agreement; and,
- (f) liaising with MAG, as requested by the Royal Bank from time to time, to provide reasonable support to ensure that Royal Bank or its Subcontractor's required access to ICON is maintained for the duration of this Agreement; and,
- (g) responding to and being responsible for all inquiries, requests, questions, complaints or other issues from a User concerning Transactions or payments that could not be made through the Paytickets Service or other general inquiries concerning the Paytickets Service being provided to the Client.

2.7 Files and Data

The Client is responsible for the accuracy and completeness of all data and information contained in any computer files provided by the Client to Royal Bank. The Client will maintain a back-up copy of all such computer files, data and information. Royal Bank will not use the information provided by Users for any other reason than to effectively deliver the Paytickets Service to the Client, additionally, Royal Bank will not use the Paytickets information provided by Users for the purpose of soliciting business of any kind. Royal Bank will maintain a record and information relating to Transaction for a period of seven (7) years from the date on which the User initiated the Transaction. The Client may, in writing, request from Royal Bank information regarding the Transaction. Royal Bank will provide such information to the Client, in a manner as agreed upon by the parties and at Royal Bank's cost to retrieve such information. Royal Bank assumes no responsibility for the accuracy or completeness of information and data provided by Users in accessing and using the Paytickets Service.

2.8 Changes to Paytickets Service

The Client acknowledges that Royal Bank will determine at its discretion, the nature and timing of any changes or upgrades to the Paytickets Service. Royal Bank shall provide the Client a minimum of sixty (60) calendar days prior written notice of any significant changes or upgrades to the Paytickets Service that may affect the Client's ability to perform its obligations under Section 2.6. In no event will Royal Bank be responsible if changes in the Paytickets Service are not compatible with the Client's networks, computer equipment or software or the services of its telecommunications or internet service providers.

2.9 Exclusivity

During the Term, the Client shall not enter into any other agreement or arrangement under which it will receive internet services or access to internet services which are the same as or similar to the Paytickets Service, without the express prior written consent of Royal Bank. For greater certainty, this Agreement does not prevent the Client from entering into other agreements and arrangements for e-commerce services, provided such other agreements and arrangements do not involve the electronic payment of Client tickets issued pursuant to the Provincial Offences Act (Ontario).

ARTICLE 3 CHARGES AND PAYMENT

3.1 Fees

- a) The Client will pay the following fee(s) (“Transaction Fee(s)”) when applicable to Royal Bank:
 - i. for each POA Part I Transaction (as designation by ICON), a fee of \$2.00
 - ii. for each POA Part III Transaction (as designated by ICON), a fee of \$2.00
- b) An implementation fee in the amount of four thousand two hundred and fifty dollars (\$4,250).
- c) For the avoidance of doubt, the Client acknowledges that:
 - a. for each Transaction the User will pay to the Royal Bank a fee set by the Royal Bank for the use of the Paytickets Service. The consumer fee will be displayed on the Paytickets Site; and,
 - b. for each Transaction, the Client is responsible for any additional fees payable to the Card Processor, pursuant to the terms and conditions of the merchant agreement entered into between the Client and Card Processor; and,
 - c. the terms and conditions of the agreement entered into between it and the Card Processor shall determine the deposit of the Transaction Amount into the Client’s bank account, and the timing thereof.

3.2 Terms of Payment

The parties acknowledge and agree as follows:

- (a) On a monthly basis, Royal Bank shall automatically debit, by mechanical or manual means, an account of the Client at Royal Bank for all fees (including Transactional Fees) for the previous month and all other amounts due hereunder at such time and Royal Bank shall send the Client monthly statements detailing such fees;

- (b) within thirty (30) days from the date of each statement provided to the client under subsection (a), the client shall notify Royal Bank in writing of any discrepancies contained therein;
- (c) upon receipt of written notice under subsection (b), Royal Bank shall provide the Client with a revised statement where such discrepancies have been confirmed by Royal Bank and, if necessary, each of Royal Bank and the Client agree to promptly reimburse the other for any amounts owing in accordance with such revised statement ;
- (d) if the Client does not notify Royal Bank in accordance with subsection (b) of any discrepancies contained in a statement, each such statement shall be deemed to be correct and approved by the Client;
- (e) all Fees and other amounts not paid by the Client when due will bear interest at a rate of 12% per annum, which interest will begin to accrue on the day the Fees or other amounts became due and will be calculated monthly and payable by the Client on demand by Royal Bank; and
- (f) the right of Royal Bank to any payment provided for under this Agreement shall not be subject to any abatement, reduction, set-off, defence, counterclaim or recoupment of any amount due or alleged to be due.

3.3 Taxes

The Fees do not include any duties, sales taxes, goods and service tax or value added taxes. Whenever imposed, all duties, sales taxes, goods and services tax and value added tax (except taxes based on Royal Bank's income) are payable by the Client.

ARTICLE 4 GRANT OF LICENSE

4.1 Royal Bank Grant

Subject to the terms and conditions of this Agreement, Royal Bank hereby grants to the Client during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to:

- (a) display the Royal Bank Marks, including the Logo Link on the Client Site in accordance with the trade-mark usage guidelines of Royal Bank as provided to the Client from time to time; and,
- (b) to link to and display the Cobranded Pages in the pop-up window on the Client Site.

The Client acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Paytickets Site, the Paytickets Service or, except for the Client Marks, any content posted on the Paytickets Site, including the Cobranded Pages.

4.2 Client Grant

Subject to the terms and conditions of this Agreement, the Client hereby grants to Royal Bank during the Term a non-exclusive, non-transferable, worldwide, fully paid up, royalty free right and license to publicly display the Client Marks on the Cobranded Page in accordance with the trade-mark usage guidelines of the Client as provided to the Royal Bank from time to time. Royal Bank acknowledges and agrees that it has no right, title or interest (including any Intellectual Property Rights) in or to the Client Marks or the Client Site.

4.3 No Other Licenses

No licenses are granted by either party except for those expressly set forth in this Article and all rights and licenses not expressly granted in this Article are reserved by the parties.

ARTICLE 5 TERM

5.1 Term

This Agreement begins on the Effective Date and will continue in effect for a period of three (3) Years thereafter (the “**Initial Term**”) unless sooner terminated pursuant to Sections 5.2, 5.3 or 5.4. This Agreement will automatically renew for successive one (1) year periods (each, a “**Renewal Term**”), following the Initial Term on the same terms and conditions, unless either Party notifies the other Party of its intention not to renew this Agreement not later than sixty (60) calendar days prior to the end of the Initial Term and, if applicable, the then-current Renewal Term.

5.2 Termination by Either Party

Either party may terminate this Agreement:

- (a) immediately upon written notice to the other party if the other party becomes bankrupt, insolvent or seeks formal protection from creditors or a petition of bankruptcy is filed against the other party and is not dismissed within thirty (30) calendar days of its filing; or
- (b) upon providing the other party with at least five (5) Business Days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is incapable of being cured; or
- (c) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party materially breaches any of its representations, warranties, obligations or agreements hereunder and such material breach is capable of being cured but is not cured to the satisfaction of the non-breaching party, acting reasonably, within such sixty (60) day period following receipt of such written notice; or

- (d) upon at least five (5) Business Days prior written notice, or immediately, if any law or governmental regulation restricts or precludes the collection, use and/or licensing of data or information where the inability to use or access such data or information would prohibit the provision of, or affect the functionality of the Paytickets Service; or
- (e) upon providing the other party with at least sixty (60) calendar days prior written notice, if the other party's computer equipment becomes incompatible to execute the Paytickets Service and each party is unable to collectively resolve such technical incompatibilities or inconsistencies; or
- (f) upon at least five (5) Business Days prior written notice (or upon such additional notice as is reasonably possible for the party to provide at the time), or immediately, if access to ICON is no longer available to Royal Bank as specified in Section 2.6(f) or if access to ICON is no longer available to the Client by MAG; or
- (g) immediately if any rules of participating financial services companies (e.g. credit card companies or item processing companies) required to be adhered to by Royal Bank or Client restrict or preclude the provision of, or adversely affect the functionality of, the Paytickets Service.

5.3 Termination By Royal Bank

Royal Bank may terminate this Agreement:

- (a) upon at least one hundred and eighty calendar days (180) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Paytickets Service is no longer offered on the Paytickets Site; or
- (b) upon ninety (90) days (or upon such additional notice as is reasonably possible for Royal Bank to provide at the time) prior written notice to the Client if the Client changes its Card Processor to any entity in respect of whom Royal Bank does not then have in place commercial arrangements to perform the Paytickets Service.

5.4 Termination By Client

The Client may elect to terminate this Agreement upon the occurrence of either of the following (each, a "**Termination Event**"):

- (a) the Merchant Discount Rate increases during the Term such that it becomes greater than 3.50%;
- (b) the Merchant Discount Rate increases during the Term such that it becomes 0.25% more than the discount rate obtained by the Client from any other Canadian company used by the Client for the processing of other Canadian online credit card payments.

If the Client elects to terminate this Agreement as a consequence of the occurrence of a Termination Event, it shall first provide Royal Bank with written notice of its intent to do so, which termination shall become effective on the sixtieth (60th) calendar day from the date of receipt thereof by Royal Bank (the “**Cure Period**”), unless Royal Bank cures to the satisfaction of the Client the circumstances giving rise to the Termination Event within the Cure Period (or provides the Client with a plan during the Cure Period acceptable to the Client for the cure of such Termination Event), in which case the Agreement shall continue in accordance with its terms.

5.5 Effect of Termination

Upon expiration or termination of this Agreement:

- (a) the Client will immediately remove the Logo Link;
- (b) Royal Bank will discontinue providing the Service;
- (c) Royal Bank will immediately remove the Client Marks on the Cobranded Page; and
- (d) all payment obligations of either party accrued under this Agreement for the Service provided through to the date of expiration or termination will become due and payable.

5.6 Survival

Sections 3.2, 5.5, 5.6, 6.2, 6.3, 6.4, 6.5, 7.1, 8.1, 8.4, 8.5, 8.7, 8.11 and 8.12 will survive expiration or termination of this Agreement, together with such other provisions of this Agreement which expressly or by their nature survive termination or expiration.

ARTICLE 6 ROYAL BANK WARRANTIES

6.1 Warranties

The Professional Services will be performed in a good and workmanlike manner. Royal Bank’s sole obligation and the Client’s sole remedy for a breach of the foregoing warranty will be for Royal Bank to re-perform the Professional Services with Professional Services which meet the foregoing warranty, at no additional cost to the Client.

6.2 Warranty Disclaimer

Except for the warranty set out in Section 6.1, the Service and the Paytickets Service are provided on an “as is” basis without representations, warranties or conditions of any kind. As between the parties, the Client assumes all responsibility for determining the suitability of the Service and the Paytickets Service and for the results obtained from the use of such Service and the Paytickets Service. Royal Bank and its Subcontractors disclaim all warranties, conditions and representations of any kind, whether express, implied or collateral, including, but not limited to, all warranties or conditions of merchantability, fitness for a particular purpose, non-infringement,

compatibility with the Client's or its Users networks, hardware or software, that the Service or the Paytickets Service is secure or error free or will operate without interruption or that any such errors or interruptions can be or will be corrected.

6.3 Limitation of Liability

Royal Bank will not be responsible or liable for any loss or damage suffered or incurred by the Client or any other person or entity under or in connection with this Agreement, the Service or the Paytickets Service except for any loss or damage that has been directly caused by Royal Bank or its Subcontractors, provided that the total and cumulative liability of Royal Bank is limited to an amount not exceeding the maximum of the total amount of the Transaction Fees received by Royal Bank from the Client in the six (6) month period immediately prior to the date the first claim arose. The amount of the loss or damage in respect of which Royal Bank may be liable shall be reduced by any recovery, settlement or insurance coverage.

For greater certainty, in no event will Royal Bank, be liable for:

- (a) any loss or damage in connection with loss or damage of data and or other information, business interruption, loss of goodwill, loss of actual or anticipated revenues or profits, or failure to realize unexpected savings; or
- (b) (b) any special, indirect, incidental or consequential, punitive or exemplary losses or damages (including, but not limited to, loss of profits) regardless of the cause of action arising under or in connection with this Agreement or the use of or inability to use the Service or the Paytickets Service even if Royal Bank is advised of the possibility of such loss or damages; or
- (c) (c) the actions of, or any failure to act by any third party other than a Subcontractor, as contemplated and limited in the first paragraph of this section 6.3; or
- (d) inaccuracies in or inadequacies of any information furnished to Royal Bank by any party or entity, other than a Subcontractor, as contemplated and limited in the first paragraph of this Section 6.3; or
- (e) failure by Royal Bank or its Subcontractor, to perform or fulfill any of its obligations to any person or entity, including the Client, due to any cause beyond such person or entity's reasonable control.

6.4 Application of Disclaimer and Limitation of Liability

The limitations and disclaimers in this Article 6:

- (a) apply regardless of the causes or circumstances giving rise to the loss or damage even if such loss or damage is based on negligence or other torts, strict liability, breach of contract, including without limitation, breach of a fundamental term, product liability or infringement of any intellectual property right; and

(b) are for the benefit of the Royal Bank and its Subcontractors and the Client is hereby notified that such persons intend to rely on these limitation of liability and disclaimer provisions.

6.5 BENEFICIARIES

The Client acknowledges that the Subcontractors are acting as licensors and suppliers to the Royal Bank under this Agreement and are acknowledged by the Client to be third party beneficiaries of the terms of this Article 6.

ARTICLE 7 CONFIDENTIALITY

7.1 Confidentiality

Each party agrees to retain in confidence and not (except in furtherance of this Agreement) to use or disclose any confidential, personal, or proprietary business and/or technical information (the "Confidential Information") supplied by the other party without the prior written consent of the other party and then only to the extent specified in such consent. Royal Bank will maintain the confidentiality of the Confidential Information of the Client and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, agents and Subcontractors who have a need to access such Confidential Information and who are bound to keep the information confidential. The Client will maintain the confidentiality of the Confidential Information of the Royal Bank and will not use such Confidential Information other than for the purposes for which it was given, with access only by those of its officers, directors, employees, council members, agents and contractors who have a need to access such Confidential Information, and will advise them of the confidentiality obligations contained herein. Royal Bank agrees that all information provided to Royal Bank by the Client pursuant to this Agreement will be deemed to be Confidential Information. When Royal Bank is providing information to the Client pursuant to this Agreement, Royal Bank will identify whether the information being provided constitutes Confidential Information. However, subject to applicable law, neither party will have any confidentiality obligation with respect to disclosure of Confidential Information to others, not parties to this Agreement that: (i) is or becomes available to the public through no breach of this Agreement; (ii) was previously known by the receiving party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving party without the use of the confidential information of the disclosing party; (v) is approved for release by written authorization of the disclosing party, but only to the extent of such an authorization; or (vi) is disclosed in response to an order of a court, tribunal or other governmental body, but only to the extent of and for the purposes of such order.

The Client is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Municipal Freedom of Information and Protection of Privacy Act, as may be amended or replaced from time to time.

Royal Bank is subject to the provisions relating to the collection, use and disclosure of personal information in accordance with the terms of the Personal Information Protection and Electronic Documents Act (PIPEDA), as may be amended or replaced from time to time.

ARTICLE 8 GENERAL

8.1 Independent Parties

The parties are and will at all times remain independent contractors and are not and will not represent themselves as the agent, joint venturer or partner of the other party or to be related to the other party. No representations will be made or acts taken by either party which could establish any apparent relationship of agency, joint venture or partnership with the other party and the other party will not be bound in any manner whatsoever by any agreements, warranties or representations made by the first party to any other person or with respect to any other action of the first party.

8.2 Subcontracting

Royal Bank may subcontract the performance of all or any part of the Service provided that Royal Bank remains responsible for the performance of all obligations performed by such Subcontractors to the same extent if such obligations were performed by Royal Bank under this Agreement.

8.3 Notices

Any notice or invoice required or permitted hereunder will be in writing and will be deemed to have been duly given (i) upon hand delivery, (ii) on the fifth Business Day following mailing, first class postage prepaid, (iii) on the first Business Day following delivery to a recognized overnight courier service, fee prepaid and return receipt or other confirmation of delivery requested, or (iv) upon confirmation of receipt by the party to receive such notice, of a fax sent to the fax number of such party. Any such notice will be delivered or sent to a party at its address or fax number as set forth below:

Royal Bank: RBC Royal Bank – National Sales Specialized Support
88 Queens Quay West – 17th Floor,
Toronto, Ontario M5J 0B8
Transit #07853

Client: Town of Fort Frances
320 Portage Avenue,
Fort Frances, Ontario P9A 3P9

or to such other address or fax number as may be designated by a party in a notice given to the other from time to time in accordance with the terms of this Section 8.3.

8.4 Other Remedies

Except as otherwise expressly provided herein to the contrary, the exercise of a right of termination or any other right or remedy by either party will be without prejudice to such party's right, subject to the limitations set forth in this Agreement, to pursue any other right or remedy available under this Agreement or under applicable law.

8.5 Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

8.6 Assignment

Neither party may assign this Agreement without the prior written consent of the other party. Any attempted assignment by either party which is not in accordance with this Section, will be invalid.

8.7 Partial Invalidity

If any provision of this Agreement is held invalid or unenforceable by competent authority, such provision will be deemed to be severable and will not affect its other provisions and this Agreement will be construed in all respects as if the invalid or unenforceable provision were omitted.

8.8 Force Majeure

Neither party will be liable for any costs or damages due to non-performance under this Agreement arising out of any cause not within the reasonable control of such party and without its fault or negligence provided that it will use all reasonable efforts to work around or overcome such cause. Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement that directly results from any failure of the other party to perform its obligations as set forth in this Agreement.

8.9 Waiver

No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

8.10 Entire Agreement

This Agreement, together with all its Exhibits, contains the entire understanding of the parties with respect to the transactions contemplated and supersedes any prior agreements or understandings among the parties with respect to the subject matter hereof. This Agreement may only be amended by a written document signed by the parties. There are no representations, warranties, or obligations of any party not expressly contained herein. In the event of any conflict between the terms of this Agreement and any of its Exhibits, the terms of this Agreement will govern.

8.11 Construction

Any interpretation of this Agreement will not presume that its terms should be more strictly construed against one party by reason of any rule of construction or authorship. Further, this Agreement may be executed in two or more counterparts, each of which will be deemed an original.

8.12 Claims/Injunctive Relief

Any claim arising out of or related to this Agreement must be brought no later than two (2) years after it has accrued. Recognizing and acknowledging that any breach by a party of the provisions of Section 7.1 will cause irreparable damage for which other remedies may be inadequate, the parties agree that, in addition to monetary damages and any other remedies available at law or in equity, an aggrieved party will have the right to petition for such equitable relief as may be necessary to prevent such a breach or threatened breach without having to prove actual damages.

8.13 Conflict of Interest

Royal Bank represents, that as of the Effective Date, that it is not aware of any conflicts of interest with regard to its provision of services under this Agreement. During the Term, Royal Bank represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with employees, officers, or council members of the Client with regard to Royal Bank's provision of the Service and Professional Services under this agreement. Royal Bank will operate and maintain the Paytickets Service so that no User will have an opportunity to gain a direct or indirect improper personal advantage, whether financial, political or otherwise.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

Royal Bank of Canada

By: _____

Name:

Title:

Town of Fort Frances

By: _____

Name: June Caul

Title: Mayor

Royal Bank of Canada

By: _____

Name:

Town of Fort Frances

By: _____

Name: Elizabeth Slomke

Title: Clerk

- 18 -

EXHIBIT A
CLIENT MARKS



- 19 -

EXHIBIT B

ROYAL BANK MARKS





EXHIBIT C

SAMPLE PROFESSIONAL SERVICES TASK LIST

This Exhibit provides a sample deployment task list for the Professional Services defined in Section 2.1. The following list represents the tasks that are typically preformed by the Client and the Royal Bank or its Subcontractors. This list may or may not include all of the required tasks and is strictly provided as a sample for the purpose of this Agreement.

Tasks performed by Royal Bank or its Subcontractors:

- Utilize the Client's Merchant Number in connection with the performance of the Paytickets Service
- Provide Client GIF(s) specifications
- Provide Client with Customer Service Centre contact information and procedures
- Provide Customer Service Centre with Client contact information
- Provide Client with a sample Logo Link and parameters
- Configure Client on Paytickets Service
- Provide Client with sample daily transaction report
- Provide training to Client staff
- Obtain confirmation (Client / MAG) of successful setup of Paytickets sub-court in ICON
- Conduct end to end test with Client
- Promote Client's Cobranded Pages into production

POA Court Service Area Tasks

- Provide Merchant Number to be used for the processing of Transactions
- Provide Client contacts in the following Client areas including technical support, business contact, customer service, and finance
- Designate authorized individuals to download daily transaction reports
- Provide GIFs (large and small logos, sample completed POA offence)
- Provide website background and link colours
- Establish communication protocol for advising reversals to Client Service Centre
- Undergo training of operations, support and finance staff
- Review and approve screen-captured images of the Cobranded Pages
- Submit request to MAG to set up Paytickets as a subcourt in ICON production system in a timely manner
- Once promoted into production, process one or more test Transactions
- Implement link from Client Site to Paytickets



EXHIBIT D

PAYTICKETS SERVICE: HOURS OF OPERATION AND CLIENT SUPPORT

All times referenced in Exhibit D are subject to periodic adjustment from time to time by written notice to Client from Royal Bank.

Paytickets Service Hours of Operation [Eastern Standard Time]		
Hours of Operation	Day	Response Time To Client
Paytickets Service available with Technical Support ¹ and Customer Service Centre Support ² .	8:00 a.m. to 6:00 p.m. each Business Days	Within one Business Day
Paytickets Service available with Technical Support ¹ provided through the Network Operations Centre.	6:00 p.m. Business Day to 8:00 a.m. following day 8:00 a.m. statutory holiday to 8:00 a.m. following day. 8:00 a.m. Saturday to 2:00 a.m. Sunday 5:00 a.m. Sunday to 8:00 a.m. Monday	Within one Business Day
Paytickets Service maintenance window. The Paytickets Service may not be available to Users during this time period at the sole discretion of Royal Bank or its Subcontractors.	2:00 a.m. Sunday to 5:00 a.m. Sunday	Within one Business Day

¹ **Technical Support.** Support for technical problems with Paytickets Service hardware and software hosted by Royal Bank and its Subcontractors. Support does not include technical problems with software or hardware installed at the Client Site, whether or not such software or hardware is used to connect to the Paytickets Service. Technical support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days) or after hours through the Network Operations Centre (416) 643-1400.

² **Customer Service Centre Support.** Support for reversals and inquiries relating to Transactions. Customer Service Centre support for Paytickets Service can be contacted through the Customer Service Centre 1-866-237-5937 (8:00 a.m. to 6:00 p.m. Business Days).



EXHIBIT E

TRANSACTION REVERSAL PROCEDURES

The reversal procedures with respect to Transactions in this Exhibit E are subject to amendment from time to time by written notice to Client from Royal Bank.

Royal Bank will reverse any Transactions upon request from the Client to reverse a Transaction or Transactions, on the following terms and conditions:

1. The Client must provide written notice, in a manner agreed upon between the parties, to the Customer Service Centre during the operating hours of the Customer Service Centre outlined in Exhibit D, for each Transaction that the Client wants to have reversed.
2. For each Transaction that the Client requests Royal Bank to reverse, the Client must provide the reason for reversal that the Royal Bank will include in the communication to the User in respect of the applicable Transaction to be reversed.
3. Reversal requests received prior to 12pm Eastern Standard Time on a Business Day will be processed on the same Business Day. Reversal requests received on or after 12pm Eastern Standard Time on a Business Day will be processed on the next Business Day.
4. Upon receipt of a reversal notice from the Client and for each Transaction that the Client has requested Royal Bank to reverse, Royal Bank will:
 - a. cause the same credit card account that the User entered on the Paytickets Site to process the Transaction to be credited in an amount equal to the Transaction Amount. The Client acknowledges that any fees paid by the User to Royal Bank and the Transaction Fee paid by the Client for the Transaction that the Client has requested to be reversed will not be refunded by Royal Bank.
 - b. cause an email notice to be sent to the email address entered by the User on the Paytickets Site when the User submitted the ticket information, notifying the User of the reversal and the reason for the reversal as provided by the Client to Royal Bank. Royal Bank assumes no responsibility for the delivery of the email or the accuracy or completeness of the email address information entered by the User on the Paytickets Site.
 - c. provide confirmation to the Client that the Client's Transaction reversal or Transaction reversals have been processed as specified in Section 2.1(i).

From: AMO Communications
To: [Lisa Slomke](#)
Subject: 2020 Ontario Municipal Partnership Fund Allocations Announced
Date: Thursday, October 24, 2019 12:57:29 PM

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AMO Policy Update



October 24, 2019

2020 Ontario Municipal Partnership Fund Allocations Announced

Today, the Ministry of Finance issued 2020 allocation notices from the Ontario Municipal Partnership Fund (OMPF). The total funding envelope to municipalities will decrease by \$5 million to \$500 million. These dollars are distributed to 389 municipalities across the province and provide unconditional operating support for local frontline services.

At the 2019 AMO Annual Conference, Premier Ford announced that there would be, “no changes to the structure” of the OMPF for 2020. The \$5 million reduction will come from the Transition and Stabilization Grant component in keeping with recent practice. Allocations to all other grant components remain as they were in 2019.

Letters to Heads of Council and Treasurers are being sent at this time. Allocation notices may also be viewed on the Ministry’s [website](#).

The Ontario Municipal Partnership Fund (OMPF) provides unconditional operating support from the Province to municipal governments. It uses an equalization approach to address challenges in rural and northern communities, with funding based on various community fiscal health indicators.

Historical OMPF Allocations (in millions of \$):

Component	2014	2015	2016	2017	2018	2019	2020
Assessment Equalization Grant	149	149	149	149	149	149	149
Northern Communities Grant	79	79	84	84	89	89	89
Rural Communities Grant	138	138	143	148	150	150	150

Northern & Rural Fiscal Circumstances Grant	50	55	67	82	89	89	89
Transitional and Stabilization Grants	134	94	61	41	33	28	23
TOTAL OMPF	550	515	505	505	510	505	500

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

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From: AMO Communications
To: [Lisa Slomke](#)
Subject: Announcement by the Minister of Municipal Affairs and Housing
Date: Friday, October 25, 2019 10:17:58 AM

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AMO Policy Update



October 25, 2019

Announcement by the Minister of Municipal Affairs and Housing

This morning, at AMO's Fall Policy Forum, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, made several [key announcements](#) of interest to municipal governments across Ontario:

- The government will provide \$125 million over 4 years to 405 small and rural municipalities. This application based funding will help municipalities conduct service delivery reviews and implement process improvements in the delivery of public services.
- For the 39 largest municipalities, the provincial government will provide \$6 million annually to 2022-23 to increase effectiveness and reduce costs by supporting line-by-line reviews, audits and other service reviews.
- The government will begin consultations on aligning the provincial and municipal fiscal years. Currently, the municipal fiscal year in Ontario begins on January 1, while the provincial fiscal year begins on April 1. AMO look forward to working with the province to see if aligning the provincial and municipal budget years makes sense. It should create greater certainty as we establish our budgets.
- It is proposed that responsibility for the voters list shift from the Municipal Property Assessment Corporation to Elections Ontario. This would replace two voters lists (provincial and municipal) with one list for both elections. AMO's priority is ensuring that people are able and encouraged to vote. We will work with Elections Ontario to ensure that happens.
- On the issue of the regional government review, the Minister announced that there would be no forced amalgamations. The government will provide municipalities with resources to support local decision-making and will not be "pursuing a top-down approach." AMO believes the province has listened to municipalities and concluded that municipalities are best positioned to determine

their own governance.

Residents and taxpayers expect the province and municipalities to work together. Today's announcement is an important step in the right direction. Municipalities are keen to further modernize, and the government is clearly prepared to support municipal modernization initiatives. Today's announcement helps re-set the provincial-municipal relationship.

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext 323.

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: Fall Economic Statement Contains Minor Development Charge/Community Benefit Charge Changes
Date: Thursday, November 7, 2019 12:02:32 PM

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AMO Policy Update



November 7, 2019

Fall Economic Statement Contains Minor Development Charge/Community Benefit Charge Changes

Bill 138, the *Plan to Build Ontario Together Act, 2019* proposes three additional changes related to Development Charges and Community Benefit Charges. These changes are contained in Schedules 10 and 31 of [the bill](#).

It proposes to amend the Development Charge (DC) payment schedule for commercial and industrial properties. DCs for these property types will now be payable, in full, at occupancy. Bill 108 had made DCs payable through six installments over a five-year period starting at occupancy. Specific to these property types, this move partially restores the previous practice.

The bill also proposes to preserve the alternate parkland provision (of 1 hectare for every 300 dwelling units) during the transition period. The above two changes represent modest improvements for municipalities.

If passed, municipal Community Benefit Charge calculations would become appealable through the Local Planning Appeal Tribunal (LPAT). This represents an additional administrative step for municipalities.

AMO remains concerned that Development Charge and Community Benefit Charge revenue will be inadequate to support growth without additional support from existing property taxpayers. As AMO has noted in its Bill 108 submission, the methodology for calculating the Community Benefit Charge is of vital importance to the successful financing of local growth-related infrastructure.

AMO Contact:

Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

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October 31, 2019

In This Issue

- Listen to new episode of AMO ON Topic podcast.
- 2020 Youth Fellows Program - Deadline for applications is November 1.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- 2020 ROMA Conference Municipal Delegations site is now available.
- ONE Investment fall workshops - Upcoming in Peterborough & Brockville.
- LAS Blog: Trick or Treat? Weathering Spooky Markets.
- Careers with Town of Perth and The Blue Mountains Attainable Housing Corporation.

AMO Matters

Listen now: AMO Executive Director Brian Rosborough chats about his approach to the role, municipal priorities for the 2020 Budget, and more. Listen wherever you get your podcasts, or [stream 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

The Municipal Delegation Request Form for the ROMA 2020 Annual Conference, January 19-21, is now available. Information about delegations and a link to the form are available on the [MMAH website](#). The deadline to submit requests to the Ministry is Monday, December 2, 2019.

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: Scary things can happen to investments but don't get spooked! [Check out the LAS blog](#) to learn how to survive the scary season with your finances intact.

Careers

[Chief Administrative Officer - Town of Perth](#). Applicants are invited to submit covering letters and resumes no later than Friday, November 15, 2019 at 12:00 noon to the attention of CAO Selection Committee, via e-mail: clerk@perth.ca. Please place "CAO Application" in the subject line of your email.

[Executive Director - The Blue Mountains Attainable Housing Corporation \(BMAHC\)](#). Employment Term: 24 month contract (35 hours per week). A detailed job description and instructions on how to apply are available on the Town of The Blue Mountain's website, under Town Hall - [Employment Opportunities](#). Information about The Blue Mountains Attainable Housing Corporation can be found [here](#).

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 - November 7, 2019
Date: Thursday, November 7, 2019 9:06:50 AM

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November 7, 2019

In This Issue

- Call for candidates - MPAC Board.
- AMO's Youth 2020 Fellowship Program.
- Final in person Blue Box consultation - November 12.
- A Digital Citizen Relationship Management solution for AMO members.
- Regional Development Program announced.
- ONE Investment fall workshops - Upcoming session in Brockville.
- Greater Sudbury resolution concerning Joint and Several Liability.
- Two new solutions in AMO's Digital Toolkit.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- Careers with AMO, Cobourg and Grey Sauble Conservation Authority.

AMO Matters

Call for candidates for the MPAC Board. AMO is undertaking an open solicitation for expressions of interest from eligible persons to be nominated to serve on the MPAC Board. Interested candidates have until Nov 15, 2019 to apply. For more information, [click here](#).

The launch of [AMO's first Youth Fellowship Program](#) had significant interest receiving over 90 applications. AMO would like to thank all applicants for their submissions! Stay tuned for the Fellows to be announced in January, 2020.

The final in person Blue Box consultation takes place in Dryden on November 12. For information and to register [click here](#).

Municipal governments are expected to provide public-facing services and respond to requests from residents. Citizen relationship management (CRM) technology can help you manage these interactions with residents online. Join us on Thursday, November 28 at 12 pm for a [free webinar](#) where we will be announcing our new partnership with Frequency Foundry, AMO's preferred provider of digital CRM solutions.

Provincial Matters

The Ontario government's [Regional Development Program](#) will invest more than \$100 million over four years supporting business growth in eastern and southwestern Ontario communities. The program supports eligible small and medium-sized businesses investing in new equipment and training to expand operations in these regions, and also provides support to municipalities and not-for-profit organizations investing in economic development projects. For general inquiries and questions, contact rdp@ontario.ca.

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.

Municipal Wire*

The City of Greater Sudbury [resolution](#) endorses the Association of Municipalities of Ontario's call for the provincial government's review of the principle of joint and several liability to produce changes that provide additional protection for municipalities, such as the adoption of a model of full proportionate liability, among other measures.

Have you heard about AMO's new digital partners? Check out how [Frequency Foundry](#) can help you with citizen relationship management and how [eSolutionsGroup](#) can help you build an accessible website.

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.

Careers

Policy Intern - AMO. Assisting senior advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The Internship is a temporary position of up to 17 weeks. Please apply in confidence to: careers@amo.on.ca by Friday, January 3rd, 2020 at 12 noon.

Manager of Facilities - Town of Cobourg. For a list of the position responsibilities, required qualifications and details on how to apply please visit [Town of Cobourg Jobs](#). Please forward your resume in confidence no later than 4:30 pm Friday, November 22, 2019 to the attention of: Human Resources Department, Corporation of the Town of Cobourg, 55 King St. West, Cobourg, ON K9A 2M2; Email: careers@cobourg.ca; Fax: 905.372.8819.

Chief Administrative Officer (CAO) - Grey Sauble Conservation Authority (GSCA). Application (including covering letter, detailed resume and references) to be forwarded by either: Email in a .doc or .pdf format to grant.mclevy@grey.ca OR Regular mail to: Grant McLevy, Director of Human Resources, The County of Grey, 595 9th Avenue East, Owen Sound ON N4K 3E3; Fax: 519.376.4082. Deadline for applications is 4:30 p.m., Friday, November 29, 2019.

About AMO

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

AMO Contacts

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[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



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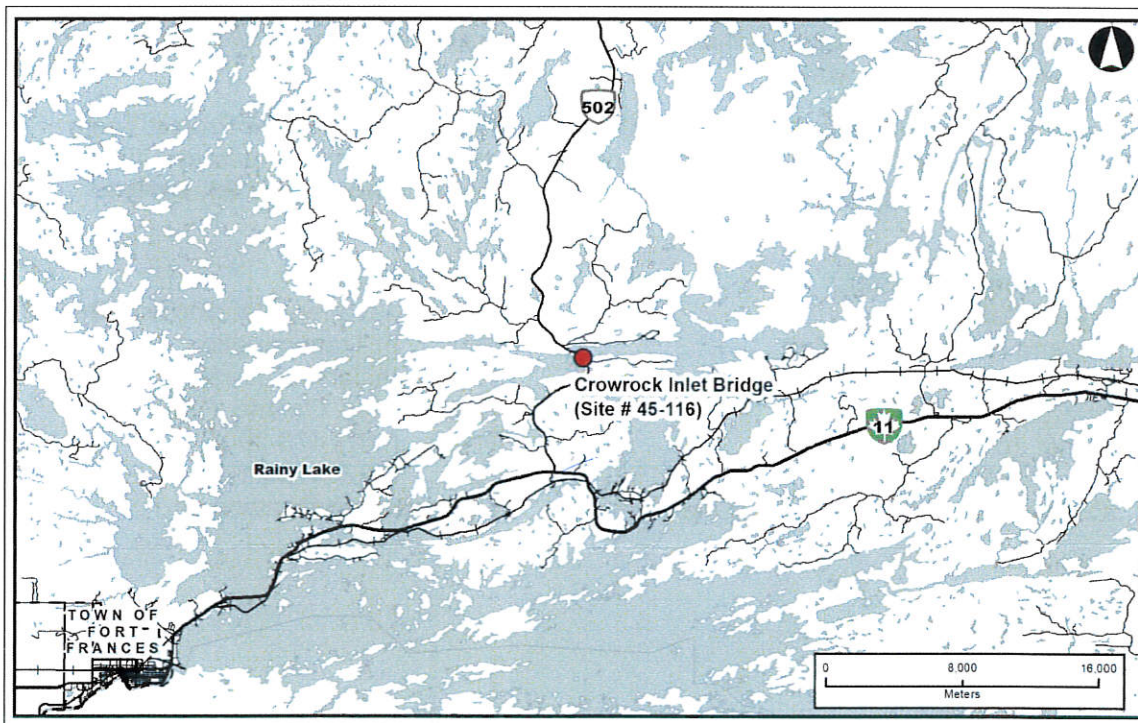
October 21, 2019

Lisa Slomke
Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario P9A 3P9

Re: Detail Design and Class Environmental Assessment Study for the Rehabilitation of Crowrock Inlet Bridge, District of Rainy River (G.W.P. 6572-16-00)

Dear Lisa Slomke:

Morrison Hershfield has been retained by the Ministry of Transportation (MTO) to conduct a Detail Design and Class Environmental Assessment Study for the rehabilitation of the Crowrock Inlet Bridge (Site # 45-116) located on Highway 502, 9.1 km north of Highway 11, in the District of Rainy River. A key plan of the study area has been included below.



Key Plan – Crowrock Inlet Bridge (Site # 45-116), District of Rainy River

The project will address the long term rehabilitation needs of this structure. The project is following the approved planning process for a Group 'C' project in accordance with the *Class Environmental Assessment for Provincial Transportation Facilities* (2000).

- 2 -

The proposed minor rehabilitation work generally will include:

- Bridge deck rehabilitation including replacing expansion joints, waterproofing and asphalt paving.
- Concrete repairs to the deck, soffits, fascia, abutments, wingwalls, and vertical surfaces as required.
- Installation of new guiderail energy attenuation systems at approaches and replace existing rails.
- Provide a fully-paved shoulder on low side of the super-elevated curve.
- Place rip-rap in the northwest corner of the bridge to cover the exposed abutment footing.
- Traffic and construction staging as required to complete the work.

During construction, traffic management measures may include speed reductions, lane restrictions and night work to facilitate construction activities.

Upon project completion the current navigability of vessels under the bridge will remain unchanged. However, the navigable opening width and height may be temporarily reduced during construction. Please contact the Project Team Members below if you have any concerns about potential navigable constraints.

Subject to environmental approvals, construction is anticipated for one construction season with a half-and-half construction staging approach during Spring/Summer 2020, featuring a single lane of bi-directional traffic controlled by temporary traffic signals while the other half of the bridge is rehabilitated. Notice of construction and lane closures will be communicated to the travelling public and local residents through advance construction signage two weeks prior to commencement of project works.

The purpose of this letter is to inform you of the study. Please contact either Project Team member listed below to indicate whether you or your organization has an interest in the project and if you would like to provide any input at this time. A reply by **November 25, 2019** is appreciated.

Joe Ostrowski, P. Eng.
Project Manager
Morrison Hershfield Limited
2932 Baseline Road, Suite 200
Ottawa, Ontario K2H 1B1
Phone: (613) 739-2910
Fax: (613) 739-4926
JOstrowski@morrisonhershfield.com

and

Trevor Brasch
Project Manager, Planning and Design
Ministry of Transportation
615 South James Street
Thunder Bay, Ontario P7E 6P6
Phone: (807) 473-2005
Fax: (807) 473-2168
Trevor.Brasch@ontario.ca

Yours truly,



Joe Ostrowski, P. Eng.
Project Manager
Morrison Hershfield Limited

Information will be collected in accordance with the *Freedom of Information and Protection of Privacy Act*. With the exception of personal information, all comments will become part of the public record.

If you have any accessibility requirements in order to participate in this project please contact one of the Project Team members list above.

CC: Trevor Brasch, MTO Project Manager
Steven Wall, MTO Environmental Planner
Ferenaz Raheem, RPP MCIP, MH Environmental Planner



**Ministry for
Seniors
and Accessibility**

**Ministère des Services
aux aînés et de
l'Accessibilité**



Minister

Ministre

College Park
777 Bay Street
5th Floor
Toronto ON M7A 1S5

College Park
777, rue Bay
5^e étage
Toronto ON M7A 1S5

October 11, 2019

Wendy Brunetta
Board Chair
Fort Frances Seniors Centre
401 Nelson Street
Fort Frances, ON P9A 1B3

Dear Wendy Brunetta:

As the Minister for Seniors and Accessibility, I am honoured to be responsible for overseeing programs that impact seniors and providing information that can help them stay healthy, socially connected and independent.

Seniors Active Living Centres across Ontario are key partners in supporting Ontarians so that they can age with dignity, independence and choice. I am pleased to confirm that your organization will receive funding in 2019-20 to support your centre. The ministry will provide you with specific funding information and next steps.

Our government values seniors for all that they have given and continue to give to our province, from raising families and helping to build the economy to making our communities better places to live.

Thank you for the valuable work you and your centre are doing to serve seniors in your community. I wish you all the best with your activities this year.

Sincerely,

A handwritten signature in black ink that reads "Raymond Cho".

The Honourable Raymond Cho
Minister

cc: Greg Rickford, MPP, Kenora-Rainy River

Ministry for Seniors and Accessibility

777 Bay Street, Suite 601C
 Toronto ON M7A 2J4
www.ontario.ca/seniors

Ministère des Services aux aînés et de l'Accessibilité

777, rue Bay, bureau 601C
 Toronto, ON M7A 2J4
www.ontario.ca/personnesagees



October 11, 2019

Jason Kabel
 Community Services Division Manager
 Fort Frances Seniors Centre
 401 Nelson Street
 Fort Frances, Ontario
 P9A 1B3

**Re: Seniors Active Living Centres Program - 2019-20 Confirmation of Funding
 Fort Frances Seniors Centre, Case #2019-04-1-1306786833**

Dear Jason Kabel,

Further to the letter you received from the Minister for Seniors and Accessibility which confirms your Seniors Active Living Centre program funding for 2019-20, I am pleased to inform you that your centre has been approved to receive:

- Operating funding: \$42,700.00
- Special Grant: \$10,026.90

The agreement that you signed last year remains in force until terminated by either the province or your organization. This confirmation of funding letter forms part of the agreement, so it is important to keep a copy of this letter with your agreement for audit purposes.

Operating funding is provided to your organization in accordance with the agreement, and the program guidelines. Any changes to the approved operating funding amount will be pro-rated and reflected in subsequent payments that you receive. If requested and approved, the special grant will be provided in the next two weeks.

As indicated in an earlier notification, the ministry has moved from providing monthly payments to quarterly payments starting October 1, 2019.

Funds must be used in accordance to your approved funding request. If you would anticipate any changes to your program or expenditures, please contact your Regional Advisor. It is important that you request any changes in writing (email is acceptable), and changes must be approved by the Regional Advisor before alternative programming and expenditures are made.

-2-

Your organization is required to submit an audited financial statement for the year funded. SALC funding received should be reported in the financial statement as a separate revenue line item, separate from other provincial and municipal funding.

As in previous years, funds provided by the ministry that are not used for an approved purpose are subject to recovery, and funds not spent by year-end will also be recovered.

Should you have any questions about the funding you have been granted, or questions related to compliance, please do not hesitate to contact your Regional Advisor, Heather Gushulak, at (807) 468-2452 or Heather.Gushulak@ontario.ca.

Ontario is committed to providing the programs and services that seniors need to stay active and engaged.

We wish you all the best in operating your programs and appreciate your efforts to improve the lives of Ontario's seniors.

Sincerely,

Kate Krestow

Manager, Public Education and Awareness Unit

From: [Cody Vangel](#)
To: [Lisa Slomke](#)
Subject: FW: Circulation Pt 1 - MMAH File #'s 59-C-185458, 59-C-194392 & 59-C-195806 - Lobstick Island, Rainy Lake, Rainy River District
Date: Friday, October 25, 2019 1:32:09 PM
Attachments: [185458 application for consent \(formal\).pdf](#)
[194392 application for consent \(formal\).pdf](#)

Hi Lisa,

This is part one of the Lobstick Island consent application. Can we please have this on the November 12, 2019 Council agenda.

Thank you,

Cody Vangel EIT
 Building & Planning
 Town of Fort Frances
 P: 807.274.5323 ext. 1216
 C: 807.271.0604

From: Edmonds, Danica (MMAH) <Danica.Edmonds@ontario.ca>
Sent: Friday, October 18, 2019 8:49 AM
To: subdivision@hydroone.com; Cody Vangel <cvangel@fortfrances.ca>
Cc: Carr, Andrew (MMAH) <Andrew.Carr@ontario.ca>
Subject: Circulation Pt 1 - MMAH File #'s 59-C-185458, 59-C-194392 & 59-C-195806 - Lobstick Island, Rainy Lake, Rainy River District

Subject: ***Formal Applications for Consent***
Owners/Applicants: David Boileau (59-C-195806), Earl and Laureen Vandetti (59-C-194392) and Earl Vandetti (59-C-185458)
Location: PIN 56066-1408, PIN 56066-3571, PIN 56066-3574, PIN 56066-3578, PIN 56066-3579, PIN 56066-2381, PIN 56066-1233, PIN 56066-1355, PIN 56066-2387, PIN 56066-3569 and PIN 56066-3570 Lobstick Island, Rainy Lake, unsurveyed territory, District of Rainy River.
MMAH File #'s: **59-C-185458, 59-C-194392 & 59-C-195806**

The Ministry of Municipal Affairs and Housing has received an application for consent for the creation of three (3) easements.

The purpose of the first (1) application (59-C-195806) is to create an easement with the servient lands being a portion of 56066-3574 and the dominant lands being PIN 56066-1408, PIN 56066-3571, PIN 56066-3578, PIN 56066-3579, PIN 56066-2381, PIN 56066-1233, PIN 56066-1355, PIN 56066-2387, PIN 56066-3569 and PIN 56066-3570. The proposed easement is to be 9.14 metres wide, 77.4 metres long and approximately 0.063 hectares.

The purpose of the second (2) application (59-C-194392) is to create an easement

with the servient lands being a portion of PIN 56066-3578 and the dominant lands being PIN 56066-1408, PIN 56066-3571, PIN 56066-3579, PIN 56066-2381, PIN 56066-1233, PIN 56066-1355, PIN 56066-2387, PIN 56066-3569 and PIN 56066-3570. The proposed easement is to be 9.14 metres wide, 82.2 metres long and approximately 0.062 hectares.

The purpose of the third (3) application (59-C-185458) is to create an easement with the servient lands being a portion of PIN 56066-3579 and the dominant lands being PIN 56066-1408, PIN 56066-2381, PIN 56066-1233, PIN 56066-1355, PIN 56066-2387, PIN 56066-3569 and PIN 56066-3570. The proposed easement is to be 9.14 metres wide, 87.3 metres long and approximately 0.079 hectares.

The purpose of this application is to facilitate the creation of a private road to access the cottage lots on Lobstick Island. The road would start from Ontario Highway 11, travel over a proposed bridge to cross a small portion of Rainy Lake, across three private lots via the easements described above and across a portion of Crown Land before accessing all private lots on Lobstick Island. The Crown land is traversed by an unsurveyed Hydro One corridor.

The subject lands are on an island known as Lobstick Island in unsurveyed territory in the District of Rainy River and are 12 kilometres from the central area of Fort Frances.

Please email your comments by **December 2, 2019** to: andrew.carr@ontario.ca and copy danica.edmonds@ontario.ca

**** Note that due to the sizes of the attachments, a second email (Part 2) with further information is to follow ****

If you require additional information, please do not hesitate to contact Andrew.

Thank you,

Danica Edmonds for

Andrew Carr, MPI.

Planner | Ministry of Municipal Affairs and Housing
435 James St S. Suite 223, Thunder Bay, Ontario P7E 6S7
Tel: (807) 475-1665
Fax: (807) 475-1196
Andrew.Carr@Ontario.ca

From: Stephanie Allman <Stephanie.Allman@enbridge.com>
Sent: Thursday, October 31, 2019 9:10 AM
To: All Ontario Municipalities
Subject: EB-2019-0194 - Enbridge Gas Inc. - 2020 Rate Application - Notice of Hearing

To: The clerks of all municipalities in which Enbridge Gas Inc. supplies gas

On October 8, 2019, Enbridge Gas filed an application with the Board for interim and final Orders approving or fixing just and reasonable rates for the sale, distribution, transmission, and storage of gas commencing January 1, 2020.

On October 29, 2019, the Board issued the Notice of Application and the Letter of Direction for the proceeding. The Board has directed Enbridge Gas to serve a copy of the Notice of Application along with Enbridge Gas' Application and evidence to the clerks of all municipalities in which Enbridge Gas Inc. supplies gas.

Attached please find a copy of the Board's Notice of Application along with Enbridge Gas' Application as filed with the Board for the 2020 Rate Application. Due to the size of the evidence in this proceeding it is available on the Enbridge website, and not attached to this email. A paper copy of the Evidence filed in this proceeding is available upon request or can be viewed by accessing the link below:

<https://www.enbridgegas.com/Regulatory-Proceedings>

Thank you,

Stephanie Allman

Regulatory Coordinator – Regulatory Affairs

ENBRIDGE GAS INC.

TEL: 416 753-7805 | FAX: 416 495-6072

500 Consumers Road North York, Ontario M2J 1P8

enbridgegas.com

Integrity. Safety. Respect.

Enbridge Gas Inc. has applied to raise its natural gas rates effective January 1, 2020

Learn more. Have your say.

Enbridge Gas Inc. has applied to the Ontario Energy Board for approval to raise its natural gas rates effective January 1, 2020, based on a rate-setting framework and other adjustments previously approved by the Ontario Energy Board for the period 2019-2023. The rates are set using a formula that is tied to inflation and other factors intended to promote efficiency. If the request is approved, a typical residential customer in the EGD Rate Zone and in the Union Rate Zones (former customers of Enbridge Gas Distribution Inc. and Union Gas Limited, respectively) would see the following increases:

Rate Zones	Residential Annual Bill Increase
EGD	\$7.53
Union South	\$4.26
Union North East	\$5.07
Union North West	\$5.80

Enbridge Gas Inc. has also applied to recover capital expenditures related to two projects that are not part of Enbridge Gas Inc.'s regular capital expenditure plan. Enbridge Gas Inc. states that if this request is approved, it will increase the above-noted bill impact in the EGD Rate Zone by an additional \$0.40 per year and the above-noted bill impact in the Union South Rate Zone by an additional \$1.49 per year.

Enbridge Gas Inc. also states that in November 2019 it will file a cost allocation study for the Union Rate Zones, including a proposal to address TransCanada's C1 Dawn to Dawn TCPL service.

Other customers may also be affected. It is important to review the application carefully to determine whether you will be affected by the changes.

THE ONTARIO ENERGY BOARD IS ALSO HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider the application filed by Enbridge Gas Inc. We will question Enbridge Gas Inc. on the case. We will also hear questions and arguments from individual customers and from groups that represent the customers of Enbridge Gas Inc. At the end of this hearing, the OEB will decide whether the rate increase requested in the application will be approved.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review the application filed by Enbridge Gas Inc. on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **November 11, 2019** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

LEARN MORE

Our file number for this case is **EB-2019-0194**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2019-0194** on the OEB website: www.oeb.ca/participate. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **November 11, 2019**.

PRIVACY

If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and e-mail address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.

This hearing will be held under section 36 of the Ontario Energy Board Act, S.O. 1998 c.15 (Schedule B).



ONTARIO ENERGY BOARD

IN THE MATTER OF the Ontario Energy Board
Act, 1998, S.O. 1998, c.15 (Sched. B);

AND IN THE MATTER OF an Application by
Enbridge Gas Inc., pursuant to section 36(1) of
the *Ontario Energy Board Act, 1998*, for an
order or orders approving or fixing just and
reasonable rates and other charges for the sale,
distribution, transmission and storage of gas as
of January 1, 2020.

APPLICATION

1. The Applicant, Enbridge Gas Inc. (“Enbridge Gas”, or “EGI”) is an Ontario corporation with its head office in the City of Toronto. It carries on the business of selling, distributing, transmitting, and storing natural gas within Ontario. Enbridge Gas was formed effective January 1, 2019, upon the amalgamation of Enbridge Gas Distribution Inc. (“EGD”) and Union Gas Limited (“Union”).
2. Enbridge Gas hereby applies to the Ontario Energy Board (the “Board”), pursuant to section 36 of the *Ontario Energy Board Act, 1998*, as amended (the “Act”) for interim and final Orders approving or fixing just and reasonable rates for the sale, distribution, transmission, and storage of gas commencing January 1, 2020.
3. On August 30, 2018, in the MAADs Decision¹, the Board approved a rate setting mechanism (Price Cap IR) for Enbridge Gas, which sets out a multi-year incentive rate-setting mechanism (“IRM”) for the calendar year term of 2019 to 2023 (the “five year term”). The MAADs Decision confirmed that during the five year term,

¹ EB-2017-0306/0307.

distribution rates will be set separately for the EGD and Union rate zones. The MAADs Decision also approved the specific treatment of various elements in the IRM including the availability of an Incremental Capital Module (“ICM”) during the five year term. Additionally, the MAADs Decision set out certain items that Enbridge Gas is required to file over the course of the five year term, including a cost allocation study that takes account of certain large projects undertaken by Union that have already come into service.

4. This 2020 Rate Application is the second annual rate adjustment application under the IRM approved in the MAADs Decision.
5. Enbridge Gas received the Board’s Decision and Order for 2019 Rates² on September 12, 2019 (supplemented on September 23, 2019), and filed a draft Rate Order on September 30, 2019. In the 2019 Rates Decision and Order, the Board indicated concern with the timing and complexities of that application, and indicated that “Enbridge Gas should reflect on its approach and timeliness for the 2020 application”.³
6. Enbridge Gas has followed the Board’s direction, and has prepared an application that is as simple as possible and that can be processed and adjudicated in a bifurcated manner to allow updated interim rates to be in place for January 1, 2020.
7. With this Application, Enbridge Gas is filing all required supporting evidence in connection with the IRM adjustment to distribution rates for the EGD and Union rate zones, including draft Rate Orders. This will allow the Board to consider and approve distribution rates that can be implemented on an interim basis on

² EB-2018-0305.

³ EB-2018-0305, Decision and Order on Effective Date, September 23, 2018, at page 5.

Filed: 2019-10-08

EB-2019-0194

Exhibit A

Tab 2

Schedule 1

Page 3 of 8

January 1, 2020. The items to be reviewed and approved in this regard for each rate zone are largely mechanistic and include:

- the annual rate escalation, as determined by a price cap index ("PCI"), where PCI growth is driven by an inflation factor using GDP IPI FDD, less a productivity factor of zero and a stretch factor of 0.30%;
 - the pass-through of routine gas commodity and upstream transportation costs, demand side management cost changes, lost revenue adjustment mechanism changes for the contract market, and average use/normalized average consumption;
 - capital pass-through adjustment;
 - PDO rate adjustment; and
 - the continuation of certain deferral and variance accounts.
8. As soon as possible after the filing of this Application, Enbridge Gas plans to file further evidence addressing two discrete items that can be reflected and implemented when final rates are approved.
9. First, Enbridge Gas will file Incremental Capital Module (ICM) request for one or two projects. The supporting evidence for the ICM request will be filed by late October 2019.
10. Second, as required by the MAADs Decision⁴, Enbridge Gas will file a cost allocation study for the Union rate zones that takes into account four projects (Panhandle Reinforcement, Dawn-Parkway expansion including Parkway West, Brantford-Kirkwall/Parkway D and the Hagar Liquefaction Plant) and that includes a proposal for addressing TransCanada's C1 Dawn to Dawn TCPL service. This evidence will be filed by mid November 2019.

Filed: 2019-10-08

EB-2019-0194

Exhibit A

Tab 2

Schedule 1

Page 4 of 8

11. Enbridge Gas therefore applies to the Board for such final, interim or other Orders, accounting orders and deferral and variance accounts as may be necessary in relation to approve:
- Interim and final rates for the year commencing January 1, 2020, including all adjustments resulting from the application of Enbridge Gas's Board-approved IRM;
 - The continuation of approved deferral and variance accounts for 2020;
 - The request for ICM funding;
 - Any rate and rate class adjustments that the Board deems to be appropriate and required in light of the Union rate zone cost allocation study; and
 - The determination of all other issues that bear upon the Board's approval or fixing of just and reasonable rates for the sale, distribution, transmission, and storage of gas by Enbridge Gas for the year commencing January 1, 2020.
12. Enbridge Gas respectfully requests that the Board establish a process to allow the IRM rate adjustment to be reviewed and approved by November 29, 2019, so that the resulting rates can be implemented on an interim basis in conjunction with the January 1, 2020 QRAM application. Implementing these rates on an interim basis effective January 1, 2020 reduces the impact of out of period adjustments on customers.
13. Alternatively, Enbridge Gas requests that the Board approve the rates resulting from the IRM rate adjustment on an interim basis by November 29, 2019, without making a final determination on the merits. This would allow updated distribution rates to be in place for January 1, 2020, and would preserve the rights of the Board to make a later decision (with any appropriate process and participation of

⁴ MAADs Decision, at page 41.

other parties) that could be implemented into final rates on a full year basis along with any impacts of the other items in this Application (ICM and cost allocation study).

14. Enbridge Gas respectfully requests that the Board establish a further process to consider the additional items being filed for approval – the ICM request and the cost allocation study. Enbridge Gas proposes that these items can be reviewed through one process, and that any resulting approvals can be implemented through the approval of final rates and rate rider(s).

APPROVAL REQUESTS

15. The specific approvals sought in this Application are as follows:
 - Interim rates for the year commencing January 1, 2020, including all adjustments resulting from the application of Enbridge Gas's Board-approved IRM, to be approved by November 29, 2019 for implementation on January 1, 2020 along with the QRAM Application for the same date;
 - The continuation of approved deferral and variance accounts for 2020;
 - The request for ICM funding
 - Final rates for the year commencing January 1, 2020, including the full-year impact of all items included in the Application (IRM rate adjustment, ICM request and any rate and rate class adjustments that the Board deems to be appropriate and required in light of the Union rate zone cost allocation study); and
 - The determination of all other issues that bear upon the Board's approval or fixing of just and reasonable rates for the sale, distribution, transmission, and storage of gas by Enbridge Gas for the year commencing January 1, 2020.

Filed: 2019-10-08

EB-2019-0194

Exhibit A

Tab 2

Schedule 1

Page 6 of 8

16. Enbridge Gas further applies to the Board pursuant to the provisions of the Act and the Board's Rules of Practice and Procedure for such final, interim or other Orders and directions as may be appropriate in relation to the Application and the proper conduct of this proceeding.
17. This Application is supported by written evidence and may be amended from time to time as circumstances require.
18. The persons affected by this application are the customers resident or located in the municipalities, police villages and First Nations reserves served by Enbridge Gas, together with those to whom Enbridge Gas sells gas, or on whose behalf Enbridge Gas distributes, transmits or stores natural gas.
19. Approval of the IRM rate adjustment set out in this Application will result in the following bill impacts:
 - the net annual bill increase for a typical EGD residential customer consuming 2,400 m³ per year will be approximately \$7.53 per year for sales service customers and \$7.51 per year for bundled direct purchase customers, each excluding any 2020 ICM impacts;
 - the net annual bill increase for a typical Union South residential customer consuming 2,200 m³ per year will be approximately \$4.26 per year for sales service customers and \$4.19 per year for bundled direct purchase customers, each excluding any 2020 ICM impacts; and
 - the net annual bill increase for a typical Union North residential customer consuming 2,200 m³ per year will range from approximately \$5.03 to \$5.80 per year for sales service customers and bundled direct purchase customers, each excluding any 2020 ICM impacts.

Filed: 2019-10-08
 EB-2019-0194
 Exhibit A
 Tab 2
 Schedule 1
 Page 7 of 8

Approval of the ICM request will have a bill impact of less than \$2.00 during 2020 for a typical residential customer in all rate zones.

20. The address of service for Enbridge Gas is:

Enbridge Gas Inc.

500 Consumers Road
 Willowdale, Ontario
 M2J 1P8

Attention: Mark Kitchen
 Director, Regulatory Affairs
 Telephone: (519) 436-5275
 Fax: (519) 436-4641
 Email: EGIRegulatoryProceedings@enbridge.com
mark.kitchen@enbridge.com

- and -

Aird & Berlis LLP

Brookfield Place, P.O Box 754
 Suite 1800, 181 Bay Street
 Toronto, Ontario
 M5J 2T9

Attention: David Stevens
 Telephone: (416) 863-1500
 Fax: (416) 863-1515
 Email: dstevens@airdberlis.com

Filed: 2019-10-08
EB-2019-0194
Exhibit A
Tab 2
Schedule 1
Page 8 of 8

DATED October 8, 2019, at Toronto, Ontario

ENBRIDGE GAS INC.

(Original signed by)

Rakesh Torul
Technical Manager,
Regulatory Applications



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**Contact: Arthur at 807-274-3871
or Fortbellringer@can.salvationarmy.org**

TOWN OF FORT FRANCESMINUTESSESSION NO. # 5SEPTEMBER 20, 2019

The meeting of Police Services Board of the Town of Fort Frances was held in the Civic Centre on September 20, 2019 from 8:57 a.m. to 11:08 a.m.

PRESENT: Councillor J. McTaggart, Chairperson, Mayor J. Caul, L. Hamilton and G. Rogozinski

ALSO PRESENT: Detachment Commander N. Schmidt, Staff Sgt. D. McLean, K. Lawson, PSB Board Secretary, R. Thoms, 93.1 The Border (8:57 a.m. to 10:27 a.m.)

1. **Call to Order - 8:57 a.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - no items were identified.**
3. **Disclosure of pecuniary interest and the general nature thereof - none were identified.**
4. **Approval of Agenda**

4.1 Session No. 5 dated September 20, 2019.

33/19 Caul-Hamilton: THAT the Police Services Board approve the September 20th, 2019 agenda as prepared.

CARRIED

5. **Approval of Previous Board Minutes**

5.1 Session No. 4 dated June 26, 2019.

34/19 Hamilton-Caul: THAT the minutes of the Board Meeting being Session No. 4 dated June 26th, 2019 having been typed and distributed to members be approved.

CARRIED

6. **Business Arising from the Minutes**

- 6.1 Update - Provincial Appointments to Fort Frances Police Services Board.
The Board members formally welcomed Mr. Gary Rogozinski as the Board's Provincial Appointment. The Board is still awaiting notification of a 2nd Provincial Appointee.

- 6.2 Update from J. McTaggart, Chair re: 2019 OAPSB Spring Conference.
- this item will be deferred to the next regular meeting.
 - 6.3 Update - Item referred from Town Council - D. Cuthbertson, Northwoods Gallery and Gifts re: Scott Street Concerns.
- Inspector Schmidt requested that this item be deferred to the In-Camera portion of the meeting to address operational matters surrounding these concerns, along with his June to August reporting for the Board.
 - 6.4 Zone 1 OACP / OAPSB Joint Meeting October 8 - 10, 2019 Hosted by Thunder Bay Police Service.
- J. McTaggart and G. Rogozinski were authorized to attend this event. The Chair asked members if they had any issues they wish to have brought up at the OAPSB meeting. Members agreed that the amalgamation of police services boards was an important and timely issue.
- 35/19 Caul-Hamilton: THAT the following be authorized to attend the Zone 1 OACP/OAPSB Joint Meeting hosted by the Thunder Bay Police Service October 8th to 10th, 2019: John McTaggart and Gary Rogozinski.

CARRIED

- 6.5 Update - New OPP Building.
- Inspector Schmidt advised that construction at the site was behind by two weeks as a result of rock blasting issues. It is anticipated that the building will be closed in by the end October and Inspector Schmidt further advised that the final completion date remains as September 2020.
- 6.6 Update - 2 Special Constables for Court Security.
- Inspector Schmidt provided an overview of hiring time line and in house training the 2 Special Constables will receive once their hiring has been approved. He further advised that the hiring of these constables will now allow for the reinvestment of a mobilization officer. The Board Chair advised that the Town has still not received any contract information from the Municipal Policing Unit and for that reason the by-law to cancel the current contract had not been brought forward to Council for execution. Inspector Schmidt will make inquiries into the status of the contract.
- 6.7 Update - Community Safety and Well Being Plan.
Inspector Schmidt advised that the Rainy River District Social Services Administration Board had hired a consultant for the project and it was still in its early stages.
- 6.8 Update - Board Education and Training.
- a brief discussion was had respecting the joint Board Training session with the Atikokan Police Services Board in July. The Chair advised that the Zone Board Advisor for our area (Zone 1) is Mr. Graham Wright. Contact information is included in the agenda package.

7. New Business

- 7.1 Request for Input from Police Services Board - R. Socholotuk - Use of Off Road Vehicles Within Town Limits.
- Inspector Schmidt provided members with the current by-law to control the use of Off-road Vehicles Including All-terrain Vehicles as passed by the City of Kenora in 2015, and the Schedule of set fines, Municipality of Sioux Lookout for ATV's and Parking. In addition, he provided the Field Guide for Enforcement & Education of ATV and Snowmobile Legislation and advised that in both locations (Kenora and Sioux Lookout) when the off road vehicles were permitted to have legal access within the Town/City jurisdiction, there was very few issues or concerns. He reminded the Board that these vehicles were still bound by the legislation and enforcement found under the Motor Vehicle Act. He also provided a brief update on occurrences between January 1, 2015 and August 18th, 2019 from the Fort Frances detachment which revealed that there were very few issues.
 - *Inspector Schmidt has requested this item be deferred to the next regular meeting so that he can provide the Board with additional input.*
- 7.2 Inspector Schmidt - Old Fort Frances Police Force record books storage.
- a brief discussion was held with respect to the disposition/retention of the record books. Chair McTaggart will talk to Sherry George, Museum Curator.

8. Detachment Commander's Report

- 8.1 Reporting on June - August 2019 (please find attached).
- 36/19 Caul-Hamilton: THAT the Fort Frances Police Services Board now meet in-camera in order to address a matter pertaining to: security of the property of the municipality; more specifically operational matters.
- CARRIED
- 37/19 Hamilton-Caul: THAT the Town of Fort Frances Police Services Board receive the June - August 2019 Detachment Commander's report as presented by Inspector N. Schmidt, Detachment Commander, Rainy River District O.P.P.
- CARRIED

9. Information

The following items were received as information:

- 9.1 2019 Fort Frances Police Services Board - Budget vs Actuals Report as at August 31, 2019.
- 9.2 2019/2020 Reduce Impaired Driving Everywhere (RIDE) Grant Program Contractual Agreement.

10. Next Meeting Date - October 25th, 2019.

11. In-Camera

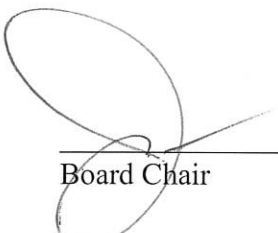
11.1 Operational Matter.


12. Adjournment

12.1 The meeting adjourned at 11:08 a.m.

38/19 Hamilton-Caul: THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED



Board Chair

Board Secretary

TOWN OF FORT FRANCESMINUTESSESSION NO. #October 21, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Council Chambers on October 21, 2019 from 8:30 a.m. to 9:12 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor.

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, Committee Secretary

1. Call to Order

Session #15

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 Request letter from R. Socholotuk - Amend Off-Road Vehicles By-Law.
- Awaiting input from Police Service Board, EDAC, Traffic Safety Committee and OFEC before recommendation can be made.- A short discussion was had on this item and a recommendation to the Committee was made to review both the Off-Road Vehicles By-Law and Snowmobiles By-Law at the same time. The Committee directed Administration to send this recommendation to all the Committees currently providing input.

7. New Business

- 7.1 Erin Crescent Subdivision & Sale Town Lands Policy 6.2.
- After a review of the report was provided by Administration and questions/clarification were discussed and addressed. The Planning & Development Executive Committee is recommending that Council approve the report with the following amendments:
- \$1500.00 deposit with 50% being non-refundable.
The next steps in the process was provided by Administration and Council will be reviewing a draft By-Law for the Sale & Purchase Agreement of the lots.
- 7.2 Site Plan Control Agreement - Gardwine Addition at 1000 McIrvine Road.
- After a review of the report and overview of the project was completed by Administration. Questions and Clarification on items were addressed. The Planning & Development Executive Committee is recommending that Council approve the report as presented.
- 7.3 Brewery Definitions & Zoning - Zoning By-Law Amendment.
- After a review of the report and overview of the project was presented by Administration. Questions and Clarification on items were addressed. The Planning &

Development Executive Committee is asking Administration for more information and clarification regarding the definitions being proposed.

8. **Outstanding Items**
None.
9. **Information**
None.
10. **Non-agenda Items**
None.
11. **Adjourn / Next Meeting Date - 0912am**
Monday November 4th, 2019.


Executive Committee Chair
Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #015October 8, 2019

This meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on October 8, 2019 from 10:30 a.m. to 11:08 a.m.

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

REGRETS: Mike Behan - Councillor

ALSO IN Randy Thoms - Media

ATTENDANCE:

1 CALL TO ORDER (Session #15)

The meeting was called to order by A. Hallikas at 10:30 a.m.

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

- Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - September 3, 2019 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

5.1 2020 Dudley Hewitt Cup Tournament Committee re: Support Request - The Community Services Executive Committee recommends to the Administration & Finance Executive Committee to grant the requested items to the Dudley Hewitt Cup Committee with the following caveat; should the Dudley Hewitt Cup Committee/Fort Frances Lakers realize a profit of greater than \$20,000 by hosting the tournament, then the committee will donate \$4,000 back to the Town to help with the cost of keeping the ice in for the additional time required to host the championship. Also, we ask that the Lakers assist with other revenue generation ideas during the weeks leading up to the Dudley Hewitt Cup.

6 NEW BUSINESS

6.1 Seniors Community Grant Agreement - The Committee recommends to endorse signing

the MSAA - Seniors Community Grant Program agreement attached and support forthcoming bylaw.

6.2 Townshend Theatre Agreement - The Committee recommends to Council to sanction the renewal of the Townshend Theatre joint-use agreement between the Rainy River District School Board, the Corporation of the Town of Fort Frances, and Confederation College of Applied Arts and Technology for a term of five (5) years with appropriate execution and forthcoming bylaw.

6.3 Townshend Theatre Operating Manual - The Committee recommends to Council to endorse the revised Theatre Operating Manual as presented.

7 NON-AGENDA ITEMS
- NIL

8 INFORMATION

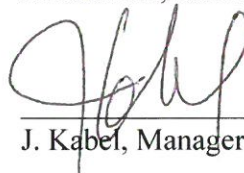
8.1 Next Meeting - October 21, 2019

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 11:08 a.m.



A. Hallikas, Executive Committee Chair



J. Kabel, Manager of Community Services

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #015

October 23, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on October 23, 2019 from 8:30 a.m. to 9:35 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities

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 October 9, 2019 - the minutes were approved as amended.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Award of Tender 19-OF-11 - 5 Year Garbage and Recycling Collection - the administration report was approved as recommended.

6 Information

6.1 Fort Frances Wastewater Treatment Facility September 2019 Monthly Report - the September Monthly Report was received and will be forwarded to Council as information only. No action required.

6.2 Sewer and Water Data for 2019 - the sewer and water statistics were received and will

be forwarded to Council as information only. No action required.

6.3 Airport Statistics as of September 30, 2019 - the Airport statistics were received and will be forwarded to Council as information only. No action required.

6.4 Tonnage at the Landfill Site - updated October 21, 2019 - the Landfill statistics were received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

7.1 Meeting adjourned at 9:35 a.m
Next meeting November 6, 2019

Executive Committee Chair

T. Rob, Manager of Operations & Facilities