

TOWN OF FORT FRANCES

AGENDA - December 9, 2019

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 028) 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 Presentation to Citizen of the Year - Joy Lockman (at 7:00 p.m.)

2.2 Public Meeting re: 357/358 Application for Tax Adjustment re: 727 Church Street (2019).

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- approval of this report will agree to the recommendation of Administration and Finance Executive Committee to approve the adjustment of 2019 taxes for April 1, 2019 to December 31, 2019 under Section 357/358 of the ***Municipal Act*** for property located at 727 Church Street resulting from a fire.

2.3 Public Meeting re: 357/358 Applications for Tax Adjustment re: 416 First Street East (2019).

9 - 13

- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes for June 11, 2019 to December 31, 2019 under Section 357/358 of the ***Municipal Act*** for property located at 416 First Street East resulting from a fire.

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated November 22, 2019 from C. Emes, President, Fort Frances Chamber of Commerce re: Safety & Budget Concerns

14 - 17

- will be referred to the Administration & Finance Executive Committee (Fire Chief/CEMC and Treasurer) for recommendation.

4. Approval of Council Minutes: *

- 4.1 Session No. 027, dated November 25, 2019
5. **Approval of Committee of the Whole Minutes: ***
 - 5.1 Session No. 029, dated November 25, 2019
6. **Resolutions from tonight's Committee meeting**
7. **By-Laws:**
 - 7.1 By-law 24/19-A, being a by-law to amend the funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry for feasibility study. 18 - 20
 - 7.2 By-law 58/18-A, being a by-law to amend by-law 58/18 being a by-law to establish and regulate the Town of Fort Frances Fire & Rescue Service. 21
 - 7.3 By-law 43~19, being a by-law to authorize the execution of an agreement with Winnipeg Airport Services Corp. (WASCO) for Quality Assurance Audit of Safety Management System at the Fort Frances Airport awarded through the request for proposal process. 22 - 82
 - 7.4 By-law 44~19, being a by-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision (655 First St. E.) 83
 - 7.5 By-law 45~19, being a by-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision (218 Fifth St. W.) 84
 - 7.6 By-law 46~19, being a by-law to authorize execution of a site plan control agreement as a condition of development with Gardewine (1000 McIrvine Road). 85 - 102
 - 7.7 By-law 47~19, being a by-law to authorize entering into an agreement with George Armstrong Co. Limited with respect to the purchase of certain lands. 103 - 108
 - 7.8 By-law 48~19, being a by-law to impose certain user fees. 109 - 135
8. **Information Correspondence:**
 - 8.1 AMO Communications 136 -
 - Watchfile's Nov 28 and Dec 5 145
 - Ontario Announces E-Scooter Pilot on Municipal Roads
 - Nov 29th AMO Board Highlights

9. **Minutes:**

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9.2 Administration and Finance Executive Committee dated November 19, 2019.	148 - 149
9.3 Planning and Development Advisory Committee dated November 18, 2019	150 - 151
9.4 Operations and Facilities Executive Committee dated November 20, 2019	152 - 153
9.5 Fort Frances Public Library and Technology Centre Board dated October 16, 2019 and November 20, 2019	154 - 158
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>	



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/102**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: November 27, 2019
SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 727 Church Street (2019) Roll# 5912-030-001-05400-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for the period March 17, 2019 to December 31, 2019 for 727 Church Street. This is resulting from a fire on March 17, 2019.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant on November 25, 2019 indicating notification that the public hearing is scheduled for Monday, December 9, 2019.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes for March 17, 2019 to December 31, 2019 under Section 357/358 of the *Municipal Act* for property located at 727 Church Street resulting from a fire.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes for April 1, 2019 to December 31, 2019 under Section 357/358 of the *Municipal Act* for property located at 727 Church Street resulting from a fire.

357 Applications												
# Days	Year	Assessment	Municipal	School	Municipal	English	English	French	French	No Sup	BIA	TOTAL
204	Affected	Change	Rate	Rate	Amount	Public	Separate	Public	Separate	School		
204	2019	-24,410	0.01682625	0.00161	-326.33	-31.22						-357.55

Date: 2019-11-20 3:00:27 PM
User: hhatch
Batch: HH11202019MOS

Town of Fort Frances
Distribution Summary
Property Taxes

Account Number	Account Description	Amount
1 01-0000-0040-10241	Taxes Receivable- Current	-\$357.55
1 10-0150-0121-50018	Residential - EP	\$326.33
10-010-0151-0121-50018	Residential - EP	\$31.22
Report Total:		\$0.00
*** E N D O F R E P O R T ***		

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) BEKESI, KENNETH
 Roll number 5912-030-001-05400-0000
 Property location 727 CHURCH ST
 Property description PLAN ALB W 1/2 LOT 279 PCL 1668
 Municipality/Local taxing authority FORT FRANCES TOWN

 Application number
 Application reason Damaged by Fire
 Received date November 13, 2019
 Claim relief period **From: March 17, 2019 - To: December 31, 2019**
 Taxation year 2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	67,000	68,000	67,250	67,500	67,750	68,000
Total	67,000	68,000	67,250	67,500	67,750	68,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	42,860	43,500	43,020	43,180	43,340	43,500
Total	42,860	43,500	43,020	43,180	43,340	43,500

MPAC Remarks

MPAC has applied a heavy unfinished allowance for residence damaged by fire. Nov 19 exterior inspection indicated work in progress to make repairs, no building permit on file at MPAC.

MPAC Representative:

Mark Cawston

Date:

November 19, 2019

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2019</u>

Municipality:	<u>TOWN OF FORT FRANCES</u>	Roll Number:	<u>59-12-230-001-054-00</u>
Property Address:	<u>707 CHURCH ST</u>	Applicant Name:	<u>KEN BEKESI</u>
Owner Name:	<u>KEN BEKESI</u>	Contact Number:	<u>807-276-0684</u>
Mailing Address:	<u>Box 331</u>	Alternative Number:	
	<u>FORT FRANCES ON P9A 3017</u>	Email Address:	

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: FIRE MAR 17, 2019.

Effective from: 03/11/19 to 12/31/19 Applicant Signature: [Signature] Date: 11/13/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>			<u>67,750</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: ____/____/____

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): ____/____/____

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2019/102**

TO: Mayor Caul & Members of Council
FROM: Dawn Galusha, Treasurer
DATE: November 27, 2019
SUBJECT: 357/358 Applications for Tax Adjustment
Re: 416 First Street East (2019) Roll# 5912-020-004-00300-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2019 taxes for the period June 11, 2019 to December 31, 2019 for 416 First Street East. This is resulting from a fire on June 11, 2019.

The Municipality may object to the applications for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357 (5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make presentation to council.

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2019 was mailed to the applicant on November 25, 2019 indicating notification that the public hearing is scheduled for Monday, December 9, 2019.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes for June 11, 2019 to December 31, 2019 under Section 357/358 of the *Municipal Act* for property located at 416 First Street East resulting from a fire.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes for June 11, 2019 to December 31, 2019 under Section 357/358 of the *Municipal Act* for property located at 416 First Street East resulting from a fire.

357 Applications															
# Days	Year	Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
204	2019		2.4.00300	-46,300	RTEP	0.01682625	0.00161	-435.42	-41.66						-477.08

Application made under Sec 357/358/359 of the Municipal Act, 2001

MPAC's RESPONSE

Owner name(s) ELLMAN, TRENTIA MARIE
 Roll number 5912-020-004-00300-0000
 Property location 416 FIRST ST E
 Property description PLAN M69 BLK 2 LOT 29 PCL BLK 2-29-1
 Municipality/Local taxing authority FORT FRANCES TOWN

Application number
 Application reason Damaged by Fire
 Received date October 18, 2019
 Claim relief period From: June 11, 2019 - To: December 31, 2019
 Taxation year 2019

Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR RU R T	69,000	66,000	66,000	66,000	66,000	66,000
Total	69,000	66,000	66,000	66,000	66,000	66,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR VL R T	20,595	19,700	19,700	19,700	19,700	19,700
Total	20,595	19,700	19,700	19,700	19,700	19,700

MPAC Remarks

MPAC has returned the value to vacant land as house razed by fire.

MPAC Representative:

Mark Cawston

Date:

October 23, 2019

Date: 2019-10-24 9:09:47 AM
User: hhatch

Town of Fort Frances
Distribution Summary
Property Taxes

Page: 1
AGENDA ITEM #2.3

Batch: HH10242019ELLM

Account Number	Account Description	Amount
001-0000-0040-10241	Taxes Receivable- Current	-\$477.08
010-0150-0121-50018	Residential - EP	\$435.42
10-010-0151-0121-50018	Residential - EP	\$41.66
Report Total:		\$0.00

*** E N D O F R E P O R T ***

SECTION ☒ 357 / ☐ 358 / ☐ 359 APPLICATION
TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #:
Taxation Year: <u>2019</u>

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-004-003-00
Property Address: 416 FIRST STE Applicant Name: TRENIA ELLMAN
Owner Name: TRENIA ELLMAN Contact Number: 807-276-5796
Mailing Address: 281 SIXTH STE Alternative Number: _____
FF ON PGH 1WB Email Address: _____

Reason for s357 application: (Check one box – applicable to s357 only)

<input type="checkbox"/> Ceases to be liable for tax at rate it was taxed – 357(1)(a)	<input type="checkbox"/> Became vacant or excess land – 357(1)(b)
<input type="checkbox"/> Became exempt – 357(1)(c)	<input type="checkbox"/> Sickness or extreme poverty – 357(1)(d.1)
<input checked="" type="checkbox"/> Razed by fire, demolition or otherwise – 357(1)(d)(i)	<input type="checkbox"/> Mobile unit removed – 357(1)(e)
<input type="checkbox"/> Damaged and substantially unusable – 357(1)(d)(ii)	<input type="checkbox"/> Gross or manifest clerical/factual error – 357(1)(f)
<input type="checkbox"/> Repairs/Reno's preventing normal use (min. 3 months) – 357(1)(g)	

Details of Reason for s357, s358 or s359 application: HOUSE FIRE JUNE 11, 2019

Effective from: 06/11/19 to 12/31/19 Applicant Signature: Trenia Ellman Date: 10/18/19
(MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				TREASURER'S RECOMMENDATION TO COUNCIL				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/> Enter Revisions Below		Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other <input type="checkbox"/> No Change in Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>RTEP</u>			<u>66,000</u>					
Revised:				Reason for Change: _____ _____ _____				
Reason Original Assessment Revised: _____								

TREASURER'S REPORT ON TAX LIABILITY								
RTC/RTQ	Taxable Assessment Reduction		Tax Rate		Days / Months		Tax Adjustment	

Recommended : ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount _____

Comments: _____

Treasury Position: _____ Signature: _____ Date: __/__/__

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): __/__/__

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____



Mayor & Council
Town of Fort Frances
302 Portage Ave.
Fort Frances, ON
P9A 3P9

Dear Madam Mayor and Councillors,

November 22, 2019

The Fort Frances Chamber of Commerce has the following concerns that have been brought to our attention by members of the Chamber.

Energy Services

The CN railway runs directly through both residential and commercial areas of the Town. Many railcars that have petroleum products and other volatile chemicals. From time to time accidents happen. Should a derailment take place within the Town of Fort Frances, the membership of the Chamber of Commerce would like to know how well trained and equipped our Emergency Management is to ensure an appropriate response and prevent the loss of life.

Level Crossing, McIrvine Road

Many of our membership that have businesses in the Industrial Park have concerns with the number of times the crossing is blocked with rail traffic. Further from time to time the underpass on Portage Ave has a tendency to flood. When these situations happen simultaneously all businesses and residents on the northside of the rail line are cut off from services that are vital to their safety. Ambulance, Police and Fire services become impossible. The Chamber would recommend that an overpass be constructed to correct this inequity placed on the businesses and residents living and working in the North End.

Ministry of Transportation

The following is an administration problem that has arisen at the Chamber. The Ontario Ministry of Transportation has changed how Sign Renewal will be administered (copy of letter attached). This is one of the tourism related expenditures that the Chamber pays for with the

funds that the Town grants to us in the Town's annual budget. As you can see, we need to apply for a new 5-year permit. Since we do this on behalf of the Town we need to know if you wish us to do so. Please also note that a larger portion of the annual grant the Town gives us will be depleted faster next year and will hinder us from completing other services to related information to be dispersed. Examples of this include the toll-free line (year around) available for inquires, for tourist information, and people wishing to re-locate to Fort Frances, maintain a website and salaries for administer.

I look forward to hearing from you on our concerns at your earliest convenience.

Sincerely,

Catherine L. Emes
President
Fort Frances Chamber of Commerce

CLE/jls

Ministry of
Transportation

Ministère des
Transports



September 9, 2019

Dear Permit Holder:

Enclosed is your current Sign Renewal Invoice as well as some important information on changes to modernize our sign renewal process that will come into effect on March 31, 2020 for current permit holders.

MTO is implementing a new electronic permitting system that will issue five-year permits. It will be in place for new billboard and guide sign permits immediately. Starting in 2020, you will be required to apply for the new permit with a one-time fee for billboard and private roadway signs. The five-year permit fee for a billboard will be \$770.00 while the fee for a private roadway sign will be \$305.00. It should be noted that this is not a fee increase - the one-time fee is equal to the previous five-year fee total and will eliminate the administrative burden to the public associated with annual renewals.

The enclosed invoice will cover your permit fees to March 31, 2020. **Please disregard the date on the invoice. Payment is due 30 days from receipt of this letter.** Moving forward, should you wish to continue with the sign(s) at its present location, you will need to apply for a new permit at <https://www.hcms.mto.gov.on.ca>.

MTO encourages you to apply for your new five-year permit as early as possible and **no later than March 31, 2020**. Applications made prior to March 31, 2020 will have the applicable months added to their expiry date. Beyond this date, signs without valid permits will be required to be removed.

If an existing permit for a Bush Country billboard has expired, and there is a waiting list for the site, permit holders will be required to remove their sign, unless the permit was issued prior to September 24, 1994.

If you require more information, a representative from the local office identified on your Sign Renewal Invoice is available to assist you.

Thank you for your cooperation.

Ministry of Transportation
Highway Corridor Management



SIGN RENEWAL INVOICE

MINISTRY OF TRANSPORTATION

MTO FISCAL YEAR	GROUP CODE	INVOICE NO.	INVOICE DATE	DUE DATE
2019	7744	105667	July 16, 2019	August 15, 2019

Fort Frances Chamber of Commerce
102-240, First St. East
Fort Frances, On
P9A 1K5

MINISTRY OF TRANSPORTATION

Kenora Field Office
(807) 473-2098

PERMIT NUMBER	TYPE OF SIGN	HWY	LOT	CON	CITY/TWP/TOWN	COUNTY/MUNICIPALITY	FEE
1991-00030483	BBON	11			Alberton	Rainy River	150.00
1991-00030484	BBON	11			Watten	Rainy River	150.00
<div style="text-align: center;"> PAID OCT 22 2019 Chy#532 </div>							
							300.00

TYPE OF SIGN

BBOF: Billboard sign located on private property

BBON: Billboard sign located on highway right-of-way

GUID: Personal (Pers)/Private (Prvt) roadway sign

CONDITIONS

- 1) IT IS UNDERSTOOD BY BOTH PARTIES THAT THE APPLICANT'S SIGN (S) SHALL BE KEPT IN GOOD REPAIR.
- 2) INTEREST WILL BE ADDED, IF PAYMENT IS NOT RECEIVED BY THE DUE DATE OR PERMIT MAY BE CANCELLED.
- 3) A SERVICE FEE WILL BE CHARGED FOR NSF CHEQUES.

AMOUNT DUE:

CHEQUE IS TO BE PAYABLE TO THE MINISTER OF FINANCE
CREDIT CARDS ARE ACCEPTABLE AT MOST AREA OFFICES

Retain This Portion For Your Records

TOWN OF FORT FRANCES

BY-LAW NO. 24/19-A

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

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

AND WHEREAS on November 21, 2019, FedNor agreed to amend Clause 2.1 of the agreement in order to extend the Completion Date.

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

- 1. That the amendment in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

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

J. Caul, Mayor

E. Slomke, Clerk



Innovation, Science and
Economic Development Canada

FedNor

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

Innovation, Sciences et
Développement économique Canada

FedNor

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

NOV 21 2019

Project Number: 851-511932

Her Worship June Caul
Mayor
The Corporation of the Town of Fort Frances
601 Mowat Ave.
Fort Frances ON P9A 1Z2



Dear Mayor Caul:

**Re: Feasibility study to examine opportunities in re-developing two municipally
owned properties to support the community in diversifying its economy
Amendment Number: 1**

As a result of delay in securing provincial funding and in response to your request dated September 27, 2019, FedNor is prepared to amend our Contribution agreement of April 25, 2019 as follows:

Delete: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2019 (the "Commencement Date") and is completed on or before December 31, 2019 (the "Completion Date").

Substitute: Clause 2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before March 1, 2019 (the "Commencement Date") and is completed on or before September 30, 2020 (the "Completion Date").

Delete: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates

a) Commencement Date - March 1, 2019

b) Completion Date - December 31, 2019

Substitute: Annex 1 THE PROJECT - STATEMENT OF WORK

iii) Dates

a) Commencement Date - March 1, 2019

b) Completion Date - September 30, 2020

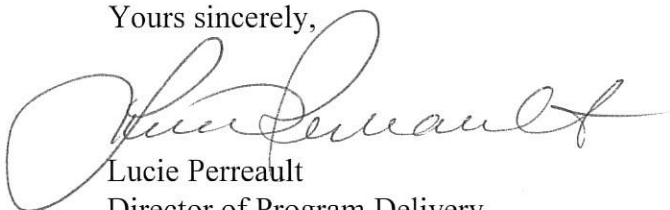
- 2 -

All other terms and conditions of our Contribution agreement remain unchanged.

This amendment is open for acceptance for a period of 30 days following the date on the first page, after which it will be null and void. This amendment shall be effective the date the duplicate copy of this amendment, unconditionally accepted and duly executed by the Recipient, is received by FedNor.

If further information is required, please contact Mr. Jeffrey O'Brien toll-free at 1-877-333-6673 ext. 8730 or 844-805-8730 in our Thunder Bay office.

Yours sincerely,



Lucie Perreault
Director of Program Delivery
FedNor

The Corporation of the Town of Fort Frances

Project Number: 851-511932

Amendment Number: 1

The foregoing is hereby accepted this _____ day of _____, _____.

Per:

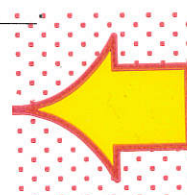
Signature of Recipient

Title

Per:

Signature of Recipient

Title



**SIGN
HERE**

TOWN OF FORT FRANCES

BY-LAW NO. 58/18-A

Being a By-Law to amend by-law 58/18 being a by-law to establish and regulate the Town of Fort Frances Fire & Rescue Service.

WHEREAS paragraph 8 of subsection 10(2) of the *Municipal Act, 2001*, S.O. 2001 c.25, as amended, permits a single tier municipality to pass a by-law with respect to protection of persons and property, and subsection 2(2)(b) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, as amended, permits Council to enact a by-law to establish, regulate and continue a fire department,

AND WHEREAS subsection 5(1) of the *Fire Protection and Prevention Act, 1997* requires a fire department to provide fire suppression services and other such fire protection services as required by the Act,

AND WHEREAS on November 25, 2019 Council approved a report from T. Moffitt, Fire Chief/CEMC as recommended by the Administration & Finance Executive Committee to amend Item #12 of Schedule B to By-law 58/18.

1. Town of Fort Frances Establishing and Regulating By-Law #58-18 be amended to change Item 12 in Schedule 'B' of the By-Law to read:

12. Endeavour to provide emergency response to water related emergencies, which will be limited to a shore base, and craft base level in accordance with the departmental operating guideline, as amended, and if adequately trained resources are available.

2. That this By-Law shall come into force and take effect upon the final passing.

READ THREE TIMES and passed in open Council December 9, 2019.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

Being a by-law to authorize the execution of an agreement with Winnipeg Airport Services Corp. (WASCO) for Quality Assurance Audit of Safety Management System at the Fort Frances Airport awarded through the request for proposal process.

WHEREAS on October 15th, 2019 Council approved a report from the Manager of Operations & Facilities which awarded a contract (19-OF-12) to WASCO for internal Quality Assurance Audit of the Fort Frances Airport Safety Management System;

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

- 1. That the award of a contract under Tender 19-OF-12, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

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

J. Caul, Mayor

E. Slomke, Clerk

**WINNIPEG AIRPORT SERVICES CORP.
CONSULTING AND PROFESSIONAL SERVICE CONTRACT**

ARTICLES OF AGREEMENT

These **Articles of Agreement** are made as of the 22 day of November, 2019.

BETWEEN

**WASCO NORTH LTD.
("WASCO")**

- and –

**(TOWN OF FORT FRANCES)
("Client")**

WHEREAS the Client has requested that WASCO provide a proposal for the provision of professional airport operations, management and/or technical services;

AND WHEREAS the Client now wishes to enter an agreement with WASCO for the provision of the Services and the Contractor has agreed to provide such Services to the Client;

AND WHEREAS the Client and WASCO now wish to set out the terms and conditions relating to the provision of such Services;

NOW THEREFORE the Client and WASCO agree as follows:

"Agreement" means this contract between the Client and WASCO for the provision of the Services;

"Services" means those Services outlined and described in the Contractor's Proposal dated September 24, 2019 and attached hereto as **Appendix "A"**.

1. SERVICES

1.1. Services

- 1.1.1. WASCO agrees to fully perform the Services in a competent, timely and professional manner to the reasonable satisfaction of the Client within the term and for the price set out herein;
- 1.1.2. WASCO will perform the Services to the standards set out in the Proposal unless the parties otherwise agree, in writing.

1.2. Client Performance Obligations in Respect of the Services

- 1.2.1. The Client acknowledges and agrees the nature of the Services is such that in providing the Services WASCO is obliged to rely upon and is relying upon:
- (a) the ongoing cooperation, collaboration and full participation of the Client; and
 - (b) upon the accuracy, reliability and completeness of all information provided by the Client in respect of the Services.
- 1.2.2. The Client shall provide such cooperation, collaboration and participation as, in WASCO's reasonable professional opinion is necessary to enable it to provide the Services and shall make all reasonable efforts to ensure any information it provides to WASCO is reliable, accurate and complete (the Client's "**Service Obligations**").
- 1.2.3. The Client shall exercise all care, skill, and diligence of a prudent professional in discharging its Service Obligations and shall comply with all the terms and conditions of this Agreement.
- 1.2.4. To the extent the Client's failure to properly discharge its Service Obligations means WASCO is unable to, or materially hampered in its ability to provide the Services, WASCO shall not be in default of any obligation to provide such of the Services as are affected by the Client's failure. For the sake of certainty, the Clients' Service Obligations are not intended to oblige it to pay WASCO more than the Service Fees contemplated by this Agreement.
- 1.2.5. The Client represents it has provided or will, within reasonable time of the execution of this Agreement, provide WASCO with all of the documents, records and other relevant information required by WASCO to perform the Services.
- 1.2.6. During the performance of the Services WASCO shall be entitled to rely on the accuracy, reliability and completeness of the reports and information to be provided by the Client except where WASCO expressly acknowledges in writing any such information is or may be inaccurate, unreliable or incomplete.

1.3. WASCO's Performance Obligations in Respect of the Services

- 1.3.1. WASCO shall exercise all care, skill, and diligence of a prudent professional in performing the Services and shall comply with all the terms and conditions of this Agreement.
- 1.3.2. WASCO acknowledges and agrees the nature of the Services is such that in providing the Services WASCO must, subject to regulatory requirements, act reasonably in the expectations it can place on the Client in respect of the Client's ability to respond to information requests, corrective action and the like.
- 1.3.3. To the extent WASCO's failure to properly perform the Services means the Client is unable to, or materially hampered in its ability to meet its Services Obligations the Client shall not be in default of any obligation to meet such of its Service Obligations as are affected by WASCO's failure.

1.4. Non-Exclusivity

- 1.4.1. WASCO shall provide the Services to the Client on a non-exclusive basis and shall be free to undertake work for third parties during the Term and any Renewal Term (if any).

1.5. Changes, Alterations and Additional Services

- 1.5.1. After giving Notice to WASCO, the Client may, in writing, at any time after the execution of the agreement or the commencement of the Services propose an extension, increase, variation, deletion or other alteration of the Services or the insurance requirements set out herein (a “**Proposed Change**”).
- 1.5.2. The parties shall exchange such information as may reasonably be required to make an informed decision as to the nature and potential ramifications of the Proposed Change in respect of this Agreement.
- 1.5.3. If a Proposed Change necessitates additional staff, services, or costs, WASCO shall be paid in accordance with Article 14 for such additional staff employed directly therein, together with such expenses and disbursements as allowed under Article 14.
- 1.5.4. Any proposed reduction in the requirement for Services shall be the subject of negotiation and shall be confirmed in writing.

1.6. Term and Renewal

- 1.6.1. The term of this Agreement shall commence on October 25, 2019 and shall following final completion of the delivery of Services or end on January 31, 2019 (the “**Term**”) unless earlier terminated in accordance with Article 2 below or unless extended or renewed, by agreement in writing and in accordance with the following provisions:

Extension

- (a) This Agreement may be extended for up to a maximum of six (6) consecutive months following the end of the Term.
- (b) The party seeking to extend this Agreement must provide the other party one (1) months’ Notice of its desire to extend.
- (c) Any extension shall be considered to be part of the “Term”.

Renewal

- (a) This Agreement may be renewed for such additional period or periods, in minimum increments of one (1) year, as the parties may agree (a “**Renewal Term**”).
- (b) Any renewal, including modifications as to scope, pricing, or otherwise is subject to mutual agreement of the parties.
- (c) The party seeking to renew this Agreement must provide the other party Notice of its desire to renew not earlier than one (1) year, but not

later than six (6) months, prior to the expiry of the Term or of any Renewal Term.

2. TERMINATION

2.1. This Agreement may be terminated prior to the expiry of the Term or Renewal Term (if any):

- a) By the Client, on six (6) months' Notice if the Client, acting reasonably and in good faith, is satisfied WASCO has, without reasonable cause and despite repeated warning, repeatedly been in material default in the performance of the Services;
- b) By WASCO, on six (6) months' Notice, if WASCO, acting reasonably and in good faith, is satisfied the Client has, without reasonable cause and despite repeated warning, repeatedly been in material default in the performance of the Client's Service Obligations;
- c) By WASCO, on immediate Notice, where a material breach of the Client of a material obligation under this Agreement substantially frustrates or renders it impossible for WASCO to perform its obligations under this Agreement for a continuous period of one (1) month following Notice to remedy the same by the WASCO to the Client;
- d) By the Client, on immediate Notice, where a material breach of WASCO of a material obligation under this Agreement substantially frustrates or renders it impossible for the Client to perform its obligations under this Agreement for a continuous period of one (1) month following Notice to remedy the same by the Client to the WASCO;
- e) By WASCO on immediate Notice if WASCO, acting reasonably and in good faith and having provided the Client with warning commensurate with the seriousness of the issue, is of the professional opinion the Client has failed or neglected, without reasonable cause, to implement material recommendations related to the Services and such failure or neglect poses an imminent and serious danger to the safety or health of the public;
- f) By WASCO on immediate Notice for a failure by the Client to pay an undisputed invoice that is due and payable by the Client under this Agreement, within ten (10) business days of service of a Notice to the Client requesting payment of the overdue sum;
- g) By either party on immediate Notice if either Party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceedings, or becomes subject to direct control by a trustee, receiver or similar authority;
- h) By either party on two (2) weeks' Notice if an actual or potential labour dispute delays or threatens to materially delay timely performance of the Services or the Client's Service Obligations;

2.2. This Agreement shall terminate as of the day set out in the written Notice for

termination and WASCO shall forthwith invoice the Client for work performed up to the date of termination.

- 2.3. In the event this Agreement is terminated the Parties will co-operate in good faith and to the extent reasonable under the circumstances to ensure a smooth transition.
- 2.4. The rights of WASCO given in this article are in addition to, rather than a substitute for, any other rights WASCO may have under this agreement, or otherwise, for non- payment of WASCO's invoices by the Client.

3. INTELLECTUAL PROPERTY

3.1. Ownership of Intellectual Property

- 3.1.1. All materials and work product, including but not limited to any and all written material, graphs, diagrams, drawings, software, data, correspondence and other documents resulting from the Services, or prepared or developed by the WASCO in respect to the Services (the "**Work Product(s)**"), shall be the sole and exclusive property of the WASCO.
 - (a) Without limiting the generality of the foregoing, Work Product(s) shall include all designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts prepared or provided by WASCO in respect to the Services belongs to WASCO.
- 3.1.2. WASCO shall own exclusively and in perpetuity throughout the world, all right, title and interest existing now or in the future of every kind and character in and to the Work Product(s). All such rights shall vest in WASCO immediately upon the creation of the Work Product(s) and the provision of the Services by WASCO and shall remain vested in WASCO in perpetuity whether this Agreement concludes in its normal course or is terminated by either party as provided for herein.
- 3.1.3. To the extent the Client has prepared, developed or contributed intellectual property in respect of any Work Product(s) it hereby grants to WASCO throughout the world and in perpetuity, all right, title and interest the Client has, may, or will have in the future, including but not limited to copyright, in and to the Work Product(s) and the Client hereby waives any and all moral rights it has, may, or will have in such Work Product(s).
- 3.1.4. Notwithstanding the foregoing, WASCO shall grant to the Client a free, non-exclusive, perpetual licence to use the Work Product(s) at, and in respect of the airport(s) that are the subject of this Agreement, provided the Client accepts and uses them with no warranty as to their quality, suitability for the purpose and, in any event on the basis it uses such Work Product(s) at its own risk and without recourse against WASCO.
- 3.1.5. With the consent of the Client, WASCO may publish alone, or in conjunction with any other person, any articles, photographs, or other illustrations relating to the project. The Client's consent for the publication of such materials shall not be unreasonably withheld.

3.2. Patents

3.2.1. For the sake of certainty but without limiting the generality of the foregoing, all concepts, products, or processes which are:

- (a) produced by, or resulting from, the Services;
 - (b) otherwise developed, or first reduced to practice, by WASCO in the performance of the Services; or
 - (c) patentable, capable of trademark, or otherwise,
- shall be and remain the property of WASCO.

3.2.2. The Client shall have a non-exclusive, royalty-free licence to use all concepts, products, or processes, which are:

- (a) patentable, capable of trademark, or otherwise; or
- (b) produced by, or resulting from the Services, for the Term and for no other purpose, project or undertaking without the express written consent of WASCO.

4. CONFIDENTIAL INFORMATION

4.1. It is the responsibility of each party to identify to the other party all confidential information connected with this project.

4.2. Confidential information acquired in the course of this project shall not be used or divulged by either party, or their employees, consultants, subconsultants or agents, without the prior written approval of the other party, or as may be required by regulatory authorities having jurisdiction.

4.3. This requirement shall not prohibit WASCO from acting to correct or report a situation that WASCO may reasonably believe to endanger the safety or welfare of the public, provided WASCO notifies the Client that WASCO intends to provide such notice as soon as reasonably possible.

4.4. In the event that WASCO becomes legally compelled to disclose confidential information, WASCO shall forthwith notify the Client of this requirement. Such disclosure shall not result in any liability hereunder.

5. RECORDS

5.1. To provide data for the calculation of fees on a time basis, WASCO, WASCO's employees, consultants and subconsultants shall keep a detailed record of the hours worked by their staff employed on the project.

5.2. The Client may inspect these records during regular office hours, on receipt of reasonable notice respecting any item that the Client is required to pay on a time basis as a result of this agreement.

5.3. When requested by the Client, WASCO shall provide copies of receipts for

any disbursements for which WASCO claims payment under this agreement.

6. INDEMNIFICATION

- 6.1. Each party to this agreement shall indemnify and save harmless the other party from and against all claims, actions, losses, expenses, costs, or damages that the other party may suffer, sustain, or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, consultants, subconsultants or agents in the performance of this agreement.
- 6.2. The Client further agrees to hold harmless, indemnify, and defend WASCO and WASCO's, directors, officers, employees, consultants and sub-consultants from and against any and all claims, losses, damages, liability, and costs of defense arising out of, or in any way connected with, incidents or accidents resulting from safety hazards identified by WASCO, either within or outside of the Services, which were not adequately rectified by the Client.

7. DISCLOSURE

- 7.1. Before commencing the Services, WASCO, on WASCO's behalf and on behalf of WASCO's consultants and sub-consultants, shall disclose to the Client all existing affiliations with firms or individuals who may participate in the execution of the project. During the term of this agreement, WASCO and WASCO's sub-consultants shall also disclose to the Client any new affiliations. Upon receipt of this disclosure, the Client shall accept or reject the affiliated firms or individuals or shall terminate this Agreement.

8. APPROVAL BY OTHER AUTHORITIES

- 8.1. Unless otherwise provided in this Agreement, or explicitly required by legislation, where the work of WASCO is subject to the approval or review of an authority, government department, or agency other than the Client, preparation of applications for approval or review shall be the Client's responsibility.

9. CONSULTANTS/SUBCONSULTANTS

- 9.1. The consultants and sub-consultants forming part of WASCO's team are listed in Appendix A. These consultants and sub-consultants shall not be changed by WASCO without the Client's prior approval.

10. INSURANCE AND LIABILITY

10.1. General

- 10.1.1. The Client agrees that any and all claims that the Client has or hereafter may have against WASCO in any way arising out of or related to WASCO's duties and responsibilities pursuant to this agreement shall be limited to the value of the fees specified in Appendix B. For the purposes of this provision, "claim" or "claims" means a claim or claims in contract or tort and "WASCO" includes WASCO's officers, directors, employees, representatives and consultants.

10.2. Comprehensive General Liability and Automobile Insurance

- 10.2.1. The insurance coverage shall be \$5,000,000 for liability and \$2,000,000 for automobile insurance. When requested, WASCO shall provide the Client with proof of comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

10.3. Professional Liability Insurance (Errors and Omissions)

- 10.3.1. The insurance coverage shall be in the amount of \$ 2,000,000. When requested, WASCO shall provide to the Client proof of Professional Liability Insurance carried by WASCO.

10.4. Change in Insurance Coverage

- 10.4.1. It is understood and agreed that WASCO shall not change or cancel the insurance coverage provided for this project until 60 days after written notice of such change or cancellation has been personally delivered to the Client.

11. RESPONSIBILITIES OF THE CLIENT

11.1. General Responsibilities

- 11.1.1. The Client shall:
- (a) instruct WASCO fully as to the Client's requirements and make available to WASCO all relevant information WASCO requires, including objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. WASCO shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the Client, or the Client's consultants, whether such consultants are engaged at WASCO's request or not;
 - (b) engage others directly, where required by WASCO, to perform the specialized services necessary to enable WASCO to carry out fully WASCO's duties. The retention of such specialized services by the Client shall be subject to the joint approval of the Client and WASCO;

- (c) give WASCO the authority to act as the Client's agent in all matters falling within the scope of the Services;
- (d) review promptly all documentation submitted by WASCO, and inform WASCO of decisions in time for the orderly progress of WASCO's services and of the project;
- (e) obtain and pay for all required consents, approvals, licences, and permits from authorities having jurisdiction;
- (f) arrange and make provision for WASCO's entry and access to public and private property and the project site in the performance of the duties;
- (g) arrange and pay for tender advertising, and any legal, financial or insurance advice required for the project;
- (h) designate in writing a representative to have authority to transmit instructions to, and receive information from, WASCO, and advise WASCO in advance if this representative is to be changed;
- (i) notify WASCO immediately, whenever the Client, or the Client's representative, becomes aware of a defect or deficiency in the work, or the contract documents.

12. GOVERNANCE

12.1. Co-operative Governance Framework

12.1.1. Throughout the Term and the Renewal Term (if any) the Parties shall operate under a co-operative governance framework as set out in this Article.

12.1.2. The objectives of the co-operative governance framework are to:

- (a) Ensure effective and timely oversight, contract management and decision-making through clearly defined roles and responsibilities and reporting mechanisms;
- (b) Instill effective governance processes that provide for open and honest dialogue and the rapid escalation of relationship problems;
- (c) Effectively identify and resolve difficult issues through a process of cooperative interest-based negotiations involving timely escalation, as required, through the governance process;
- (d) Ensure an effective relationship management process exists throughout the life of the agreement including communication, decision-making, reporting, measurement, issue resolution and dispute resolution processes.

12.1.3. The Parties agree to adhere to the following guiding principles for governance:

- (a) The parties should be proactive in identifying sources of disagreement and discord and take timely action before they become matters of dispute;

- (b) Issues should be resolved through a process of cooperative discussions and negotiations at the lowest appropriate level in the governance hierarchy;
- (c) If any such issues cannot be resolved at that level, they will be escalated upwards in accordance with this governance framework;
- (d) Successful implementation of this agreement will require a high degree of co-operation, communication and co-ordination (collectively, “**Co-operation**”) between them. Each commits to provide the necessary Co-operation during the Term and agrees the failure to do so shall be a relevant consideration in the resolution of any dispute arising in respect of this Agreement;
- (e) Instill effective governance processes that provide for open and honest dialogue and the rapid escalation of relationship problems;
- (f) Effectively identify and resolve difficult issues through a process of cooperative interest-based negotiations involving timely escalation, as required, through the governance process;
- (g) Ensure an effective relationship management process exists throughout the life of the agreement including communication, decision-making, reporting, measurement, issue resolution and dispute resolution processes.

12.1.4. Any governance processes and procedures should enable the parties to:

- (a) Understand and execute their responsibilities and accountabilities under this Agreement;
- (b) Work co-operatively together over the Term, subject to the specific rights of a party under this Agreement;
- (c) Develop and maintain high quality relationships; and
- (d) Accommodate the life-cycle of the agreement and adapt to changing environments.

12.1.5. The Parties commit to utilizing this Governance Process, including by requiring their respective representatives to attend meetings and to participate in the activities associated with the effective governance of this Agreement.

12.2. **Governance Process**

12.2.1. To facilitate effective governance each Party shall assign:

- (a) An accountable contract manager to be the primary day-to-day point of contact for all issues related to this Agreement (collectively, the “**Contract Managers**”); and
- (b) A senior representative responsible for the overall implementation of this Agreement (collectively, the “**Senior Representatives**”).

12.2.2. The Contract Managers shall be responsible for all aspects of the day-to-day administration of this Agreement and, respectively, the performance of the Services and the Client’s Service Obligations. The Contract Managers shall

each have the authority to bind their respective principals in connection with the administration of this Agreement.

- 12.2.3. Any issues, disagreements, disputes, or the like (an “**Issue**”) related to this Agreement, the Services or the Client’s Service Obligations shall first be addressed by the Contract Managers.
- 12.2.4. In the event the Contract Managers are unable to resolve an Issue between them, the Issue shall be escalated to the Senior Representatives. The Contract Managers shall ensure the speed with which an Issue is escalated is commensurate with the significance and/or urgency of the situation and that the Senior Representatives are provided with such documentation and background information as they may reasonably require to make an informed decision in respect of the Issue.

13. **DISPUTE RESOLUTION**

- 13.1. In the event of any controversy or claim arising out of or relating to the Agreement, or the breach thereof (a “Dispute”) the parties agree that:
- 13.2. Both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any Dispute, which negotiations shall not terminate until the Senior Representatives shall have considered the Dispute. The parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 13.3. If the parties are unable to resolve the Dispute in the foregoing manner within a period of twenty (20) business days or such other period as they may agree in writing, then upon Notice by either party to the other any unresolved Dispute shall be finally settled by arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The Rules can be found at:
https://www.icdr.org/sites/default/files/document_repository/ICDR-Canada-Rules-English.pdf
- 13.4. Any arbitration shall be conducted by a sole arbitrator in Winnipeg, Manitoba and the language of the arbitration shall be English.
- 13.5. The arbitrator’s award shall be final and binding upon the parties.
- 13.6. Without limiting the binding nature of the parties’ commitment to settle all Disputes by arbitration and without prejudice to a party’s right to challenge the right of the other party to bring a court proceeding, if for any reason, a party brings court proceedings in respect of the arbitration of a Dispute, or in respect of this Agreement, the parties hereby attorn to the exclusive jurisdiction of the Manitoba Court of Queen’s Bench for such proceedings.

14. FEES AND DISBURSEMENTS

14.1. Definitions

14.1.1. For the purpose of this agreement, the following definitions shall apply:

- (a) **Hourly Billing Rate** - The hourly billing rate is defined as the hourly rate for billing purposes for each of WASCO's employees working on the various phases of the project. It shall include charges for computers and equipment used by WASCO for the project. This rate is subject to cost of living and merit adjustments on 12-month intervals from the date of this agreement.
- (b) **Site** - Site includes the actual project site and other locations where the work is carried out.

14.2. Basis of Payment

14.2.1. The Client shall pay WASCO in accordance with Appendix B and the following articles.

14.3. Fees Calculated on a Time Basis

14.3.1. The Client shall pay WASCO a fee, calculated on a time basis, for that part of the services described as such in Article 1.1.1. Fees shall be computed on the basis of hourly billing rates as included in Appendix B, which forms part of this agreement.

14.3.2. All time expended on the assignment shall be chargeable, whether it is expended in WASCO's office, at the Client's premises, or elsewhere. Chargeable time also includes, but is not limited to, time expended by technical and clerical staff to prepare such documents as reports and specifications.

14.3.3. Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the fees calculated on a time basis.

14.4. Fees on a Lump-Sum Basis

14.4.1. The Client shall pay WASCO a lump-sum fee (fixed fee) in accordance with Appendix B for that part of the services described as such in Article 1.1.1. Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the lump-sum fee unless otherwise noted in Appendix B.

14.5. Reimbursable Expenses

14.5.1. WASCO shall be reimbursed at cost, plus an administrative charge as indicated in Appendix B for all reasonable expenses WASCO incurs properly in connection with the project, including applicable sales taxes. Reimbursable expenses include, but are not limited to:

- (a) vehicle use charges;
- (b) travelling and living expenses;
- (c) long-distance telephone and telecommunication charges;
- (d) printing and reproductions;
- (e) progress photographs;
- (f) special or express delivery charges;
- (g) overtime premiums;
- (h) the cost of providing and maintaining a site office;
- (i) supplies and equipment;
- (j) others.

14.6. Applicable Sales Taxes

- 14.6.1. Applicable sales taxes comprise federal and provincial sales taxes, and value-added taxes applicable to WASCO's fees or any other payments hereunder, such as the Retail Sales Tax and the Goods and Services Tax.

15. PAYMENT

15.1. When Fees are Calculated on a Time Basis

- 15.1.1. Unless the Client has consented to the contrary, WASCO shall submit monthly to the Client an invoice identifying the:
- a) WASCO's consultants' and sub-consultants' employees;
 - b) time spent by these employees on the project; and
 - c) hourly billing rates, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes for all services completed in the immediately preceding month.

15.2. When Fees are on a Lump-Sum Basis

- 15.2.1. WASCO shall monthly submit to the Client invoices based on the progress of the project. Monthly invoices shall include WASCO's fees, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes.

15.3. Payment by the Client

- 15.3.1. The Client shall pay within 30 days after submission all invoices WASCO submits to the Client under this agreement.
- 15.3.2. Interest at 1.5% per month shall be paid on the total unpaid balance, commencing 30 days after the date of WASCO's invoice.

16. GENERAL

16.1. Entire Agreement

- 16.1.1. This Agreement including Appendix A and Appendix B, constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this agreement.

16.2. Law Governing Agreement

- 16.2.1. This agreement shall be governed by the law of the Province of Manitoba.

16.3. Enurement

- 16.3.1. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns, except as otherwise provided herein. Neither party may assign this Agreement without the prior written consent of the other.

16.4. Execution in Counterparts

- 16.4.1. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any Party by fax or electronically shall constitute valid and effective execution and delivery, but each Party shall retain an originally executed copy of the Agreement.

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the 22 day of NOVEMBER, 2019.

FOR WASCO

FOR THE CLIENT

JAMES LINDSEY
Name

Name

DIRECTOR, AIRPORTS
Title

Title

[Signature]
Signature

Signature

Jim McAndrews
Witness Name

Witness Name

General Counsel
Witness Title

Witness Title

[Signature]
Witness Signature

Witness Signature

APPENDIX A
SPECIFIC SERVICES PROVIDED UNDER THIS AGREEMENT



Town of Fort Frances

Attention:

Mr. Doug Brown
Administrator
Town of Fort Frances
320 Portage Ave.
Fort Frances, ON P9A 3P9

Tel: +1.807.274.9893
Email: dbrown@fortfrances.ca

Professional Services Proposal Internal Quality Assurance Audit of the Town of Fort Frances Municipal Airport Safety Management System RFP # 19-OF-12

September 24, 2019

Final Proposal Submission
Revision No.0 Dated September 24, 2019

Winnipeg Airport Services Corp.

201 – 2000 Wellington Avenue • Winnipeg, Manitoba R3H 1C2
Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



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1.0 INTRODUCTION

1.1. BACKGROUND

The Town of Fort Frances Municipal Airport (Airport) is a Transport Canada certified airport, owned and operated by the Town of Fort Frances under the leadership of the Airport Supervisor.

The Airport is served by a single paved runway, Runway 12-30, which measures 4,493 ft X 100 ft with published instrument approach procedures down to Non-Instrument limits. The airport is utilized by corporate, general aviation and medevac flight operations.

In accordance with Transport Canada regulatory requirements, the Airport is required to establish and maintain a Safety Management System inclusive of a Quality Assurance Program. Specifically, Canadian Aviation Regulations (CARs) states:

107.02 *The applicant for, or the holder of, a certificate referred to in subsections 107.01 (1) or (2) shall establish and maintain a Safety Management System.*

107.03 *A Safety Management System shall include g) a quality assurance program*

1.2. SCOPE OF WORK

As required per the Canadian Aviation Regulations (CARs) the objective of the quality assurance audit is to perform “*periodic reviews or audits of the activities authorized under a certificate*” (CARs 302.503(1)), which includes not just the physical airport infrastructure, but the performance and documentation of plans and programs outlined in the Airport Operations Manual.

The following outlines the plans and procedures authorized under the certificate:

- Airport Operations Manual
- Emergency Response Plan
- Obligations of the Operator
- Safety Management System
- TP312
- Wildlife Management Plan
- Winter Maintenance

As outlined in RFP #19-OF-12, the Airport is seeking qualified proponents to submit a proposal to conduct a full quality assurance audit of all activities authorized under the Fort Frances Municipal Airport operating certificate to ensure compliance with Canadian Aviation Regulations and per the Fort Frances Municipal Airport Safety Management System manual.

1.3. UNDERSTANDING THE PROJECT

Winnipeg Airport Services Corp. (WASCO) understands first hand the challenges and opportunities with operating airports and the associated regulatory compliance. As detailed below in our proposal submission, WASCO has developed an industry leading team of aviation Safety Management professionals, bridging the gap between 'consultant' and 'operator'. Our focus is partnership and leveraging our team to improve the safety and economic viability of airports of all sizes across Canada.

The Safety Management Team is led by Mr. James Lindsey, who has extensive experience in all aspects of aviation, including airport planning, design, regulatory compliance, operations and management. With nearly twenty years of aviation expertise, Mr. Lindsey understands the issues facing Canadian airports and airport operators.

WASCO is confident that our experienced dedicated SMS team has the skills, knowledge and experience to successfully deliver the work program and exceeding the expectations of the Fort Frances Municipal Airport and WASCO is committed to delivering on that promise.

2.0 WINNIPEG AIRPORT SERVICES CORP. (WASCO)

2.1. OVERVIEW

WASCO is a wholly owned subsidiary of Winnipeg Airports Authority operator of the Winnipeg James Armstrong Richardson International Airport, the 7th busiest airport in Canada in terms of passenger activity. WASCO, either directly or through our wholly owned subsidiaries and joint ventures, is dedicated to providing innovative and cost-effective Airport Operations, Airport Management, Facility Maintenance and Technical Services solutions to airports throughout Canada.

WASCO was conceived from the idea that the Winnipeg Airports Authority team has an expertise and passion that can be shared and leveraged beyond the immediate borders of the Winnipeg International Airport to support the greater aviation community.

With this vision, WASCO was created.

Our first major undertaking was the award of the airport operations and management concession for the Iqaluit International Airport. Awarded by the Government of Nunavut, this 30-year PPP (Public Private Partnership) was the first of its kind in Canada and includes the design, build, finance, maintenance and operation of the Iqaluit International Airport. Nunavut Airport Services Limited (NASL) – a wholly owned subsidiary of WASCO – holds the Transport Canada airport operating certificate and is responsible for airport management and operations for the contract period.

2.2. WASCO – MISSION, VISION & VALUES

At WASCO, we believe that the most successful relationships are those that are built on partnership and collaboration, and we implement this philosophy in every project in which we are engaged. Although we provide professional services, we are not a consultancy and do not engage in projects simply to generate revenue or create profit. In fact, our ideal financial model is based upon a cost-plus recovery basis providing open financial transparency to our clients.

Put simply, we believe that in the broader aviation community we are all partners, and as leaders within this community it is incumbent that we share and leverage our expertise to drive innovation and growth not just within our immediate borders, but throughout Canada and abroad.

Shared by our corporate parent company, Winnipeg Airports Authority, our vision at WASCO is to lead transportation, innovation and growth under the mission of:

“With our community, we provide excellent airport services and facilities in a fiscally prudent manner.”

We achieve our vision and execute our mission through the following values:

- Respect
- Integrity
- Service
- Excellence

Through these values, WASCO is able to deliver innovative and cost-effective solutions that will not only drive the change necessary to ensure both regulatory compliance and effective resource utilization but will do so while fostering a collaborative partnership with the Airport to achieve your corporate objectives for your stakeholders in your local community.

2.3. SIMILAR PROJECT EXPERIENCE

WASCO has extensive Safety Management System and Quality Assurance experience at airports both large and small throughout Canada, including:

Government of Nunavut – Nunavut Airports Division

WASCO, through our subsidiary WASCO North, was appointed in 2017 to develop, implement, administer and manage the Safety Management System and Quality Assurance Program for the twenty-four airports owned and operated by the Government of Nunavut – Nunavut Airports Division.

Due to several local staffing issues Nunavut Airports had effectively no Safety Management System and was at the beginning stages of enhanced enforcement with Transport Canada due to several outstanding compliance findings dating back to 2014. As a result, and at the urging of Transport Canada, WASCO was engaged to develop a comprehensive Corrective Action Plan that would both address outstanding historical findings but would also deliver a Safety Management System and Quality Assurance Program solution satisfying Transport Canada regulatory requirements.

The solution, developed in partnership with Transport Canada, would require an immediate Quality Assurance Audit of all twenty-four airports and development of a SMS team to process nearly 2,000 outstanding hazard reports and manage, not as a consultant but as a partner, the program on their behalf going forward.

The key to our partnership-based solution was for WASCO to be officially named as the person managing the Safety Management System per CARs 302.505. This both ensure that WASCO is able to make the requisite changes to the system and culture to meet Transport Canada regulatory requirements and industry best practices but to also enable direct access to Transport Canada to monitor the effectiveness of the program while exiting enhanced enforcement.

Over the past 12 months since assuming administration and management of the program, WASCO has achieved the following successes:

- Obtained Corrective Action Plan approval from Transport Canada on several major findings dating back to 2014
- Completed re-write and simplification of the Safety Management System
- Reduced the number of daily forms submitted by airports from six to two (daily inspection report and hazard event report).
- Implemented a new digital reporting system (previously fax reports were used)

- Development of standard templates for Hazard Identification Risk Assessments, Safety Cases (proactive reporting), Five-Why's Root Cause Analysis and Hazard Registry
- Investigated several new software solutions to facilitate the reporting and documentation of hazard reporting, including: Q5, iAuditor (and associated Spotlight), SmartSheet with analytical support using Power BI, and digital fillable Adobe PDF
- Increased the daily participation rate of airports from less than 50% to over 85%
- Through review of the daily inspection reports, identified more than 1,500 hazards beyond those reported by individual airports
- Completed the first Quality Assurance Audit of all twenty-four airports in 2017
- Initiated the three-year cyclical Quality Assurance Audits at ten airports in 2018
- Facilitated twenty-four table-top Emergency Response Plan exercises in twenty days (including debrief and submission to Transport Canada) following immediate Transport Canada finding
- Participated on sixteen Program Validation Inspections / Process Inspections in 2017 and 2018
- Reduced the number of outstanding hazard reports from over 1,200 to roughly 100
- Development of an intuitive 'health check' dashboard for use by Nunavut Airport management including Accountable Executive (Deputy Minister)

Winnipeg International Airport – Winnipeg Airports Authority

Historically, the person managing the Safety Management System at the Winnipeg International Airport was the Manager, Airside Facilities. However, due to several factors daily administration of the program was falling behind, particularly in the areas of documentation. This finding is not uncommon as airports struggle to adequately document corrective actions and the effectiveness of those corrective actions.

Appreciating the success of the Nunavut Airports solution, Winnipeg Airports Authority engaged WASCO to similarly simplify their Safety Management System and provide support through the appointment of a Manager and other support staff to ensure the success of the program. This included review of outstanding hazard reports and developing new systems to identify hazards through the daily 'tickets' logged by the Airport Operations Center using Maximo.

WASCO is further supporting Winnipeg Airports Authority through the custom development of a Safety Management interface in Maximo – scheduled for completion in 2019.

Iqaluit International Airport – Nunavut Airport Services Limited

WASCO, through our wholly owned subsidiary Nunavut Airport Services Limited, was engaged by the Government of Nunavut to maintain and operate the Iqaluit International Airport on a thirty-year P3 concession agreement. WASCO provides full Safety Management System services for the Iqaluit International Airport through our SMS Team.

Michael O’Gorman, Managing Director for WASCO, is also the Accountable Executive for the Iqaluit International Airport.

Thunder Bay Airport, Ontario

WASCO was recently retained by the Thunder Bay Airport Authority to conduct a full external Safety Management System Quality Assurance Audit in accordance with Transport Canada regulatory requirements. In alignment with our partnership model, WASCO has not only completed the audit and delivered the findings, but it is in the process of working with the Thunder Bay Airport Authority to draft the Corrective Action Plans on their behalf and in accordance with their Safety Management System for their implementation.

This work program is scheduled to be completed by the end of May 2019.

The Pas Airport, Manitoba

The Pas Airport is a small community Airport in northern Manitoba with daily scheduled passenger service by Calm Air. The Airport is a base for Manitoba Sustainable Resources (Wildfire Program) during summer months and is frequently used for medevac purposes.

In late 2016 WASCO was engaged by the Town of The Pas to provide Airport Management services. Due to challenges in filling a long-standing Airport Manager vacancy which ultimately resulted in enhanced enforcement, Transport Canada recommended WASCO to fill this vacancy through long-term contract. Under the terms of the agreement, the Airport would continue to be owned and operated by the Town, however WASCO would provide an Airport Manager, working on a rotational basis from Winnipeg.

Prior to the Government of Nunavut contract, the Safety Management System for The Pas was overhauled and simplified and managed internally by Mr. James Lindsey, who was appointed Airport Manager. Following the establishment and stabilization of the Government of Nunavut contract the Safety Management System was transitioned to the SMS team.

Additional SMS Services

The WASCO team has also provided Safety Management System program support to other airports throughout Canada, including delivering Risk Assessment Workshops and developing Corrective Action Plans for review and approval by Transport Canada.

Quality Management Program

Outside of Safety Management Systems, WASCO also operates three ISO Certified operations, including the entire Iqaluit International Airport maintenance and operation, the Airport Operations Centre, Pass Office and Baggage Operations at the Winnipeg International Airport and activities at the Kelowna International Airport.

Several WASCO staff are certified as ISO 9001:2015 Lead Auditors, including our Quality Manager and Airport Safety Programs Auditor.

2.4. CORPORATE AUDITING EXPERIENCE

WASCO has extensive experience inclusive and beyond that required per the Canadian Aviation Regulations. In addition to our experience in delivering Safety Management Systems for twenty-seven airports, conducting Canadian Aviation Regulations Quality Assurance Audits for thirty-nine airports over the past five-years, WASCO also administers and manages three different ISO 9001 Certified airport operational environments, which includes:

- Iqaluit International Airport – Entire Airport Operations and Management
- Winnipeg International Airport
 - Airport Operations Centre
 - Pass Office
 - Baggage Operations Centre
- Kelowna International Airport
 - Airport Facility Maintenance
 - Janitorial Services
 - Airfield Electrical Services

Under these programs, WASCO is required to conduct annual performance services audits and participate in re-Certification audits to maintain ISO certification. With respect to the Iqaluit International Airport, under the term of the 30-year P3 (Public Private Partnership) WASCO is required to conduct annual audits of key airport plans, both regulatory and non-regulatory. These audits are then submitted to the Government of Nunavut in accordance with the Project Agreement.

WASCO has three staff, two of which are the SMS Auditors, who are certified as ISO Lead Auditors, with the third being the Manager responsible for auditing the Iqaluit International Airport ISO and Project Agreement audits.

2.5. FAMILIARITY WITH TRANSPORT CANADA

WASCO has extensive experience and familiarity with Transport Canada regulatory requirements, as demonstrated through our management of three different airport operating certificates through either WASCO, our parent company or our wholly owned subsidiaries. These airports include The Pas Airport, the Iqaluit International Airport and the Winnipeg James Armstrong Richardson International Airport.

Further to this, WASCO is directly associated with the operation of twenty-five other airports, including the twenty-four airports owned and operated by the Government of Nunavut and the Kelowna International Airport.

Additionally, WASCO staff, including Mr. Lindsey and several other key staff, have extensive experience in airport operations, management, planning, design and regulatory compliance. Our team works closely with Transport Canada on behalf of our airport partners, having participated and supported over eighteen Transport Canada Program Validation Inspection (PVI) or Process Inspection (PI) audits conducted by Transport Canada over the past three years.

2.6. PREVIOUS TRANSPORT CANADA AVIATION AUDIT EXPERIENCE

Over the past five years, WASCO has completed thirty-nine full or partial Safety Management Systems Quality Assurance Program Audits at the following airports:

- Nunavut Airports – 38 Audits at 24 Airport Sites
- Winnipeg International Airport (Partial Audit)
- Thunder Bay International Airport (Full Audit)
- Kelowna International Airport (Partial Audit)
- Iqaluit International Airport (Partial Audit)
- The Pas Airport (Full Audit)

2.7. PROJECT REFERENCES

Airport The Pas Airport
Client Name Randi Salamanowicz
 Chief Administrative Officer
 Town of The Pas
Client Contact Phone: +1.204.627.1109
 Email: randis@townofthepas.ca

Airport Thunder Bay International Airport
Client Name Ryan Brading
 Manager Airport Services
 Thunder Bay International Airport Authority Inc.
Client Contact Phone: +1.807.473.2617
 Email: ryan.brading@tbairport.on.ca

Airport Nunavut Airports Division
Client Name Jamie Makpah
 Director, Nunavut Airports Division
 Government of Nunavut
Client Contact Phone: +1.867.645.8203
 Email: jmakpah@gov.nu.ca

2.8. ABILITY TO DELIVER

WASCO commits that our team has the capability to deliver the work program, as detailed above, in conjunction with any existing or future commitments.

3.0 PROJECT TEAM MEMBERS

3.1. MANAGEMENT TEAM

The following summarizes the skills, knowledge and experience of our project management team, of which their resumes can be found attached in Appendix C:

James Lindsey, A.A.E
Director, Airports

Mr. James Lindsey has over fifteen years of industry experience, most recently as Director, Airports. As a member of the executive team, Mr. Lindsey is responsible for the execution of airport management and technical services contracts including the delivery of Safety Management System administration and management to twenty-seven airports throughout Canada.

Mr. Lindsey's academic background includes a Master of Science in Airport Planning and Management from Loughborough University in England. Prior to Loughborough, he graduated class valedictorian from the Canadian Aviation Institute at Georgian College in Aviation Management. Mr. Lindsey is a licensed private pilot, an Accredited Member of the International Association of Airport Executives – Canada and current Chairman of the Board of Directors for the Regional Community Airports of Canada (RCAC).

Experience and expertise relevant to this assignment includes his knowledge in Transport Canada regulatory requirements including extensive understanding of the Canadian Aviation Regulations and TP312 – Aerodrome Standards and Recommended Practices. This expertise in airport regulatory programs extends to Safety Management Systems and Quality Assurance Audits, whereby Mr. Lindsey has performed training programs, assessments and audits at over 100 airports throughout Canada and Internationally. During his tenure with WSP, Mr. Lindsey also conducted post-accident response investigations, including at one recent high-profile accident involving a Canadian mainline air carrier at a Canadian International Airport.

Mr. Trevor Zemliduk
Manager, Airport Safety Programs

Mr. Zemliduk was hired by WASCO to lead the Safety Management System program with the Government of Nunavut, acting as the person managing per CARs 302.505. Over his fifteen years progressive industry experience, and prior to joining WASCO in 2017, Mr. Zemliduk held various roles with Air Canada and Servisair in ground handling and de-icing operations.

In his role as System De-icing Manager with Air Canada, Mr. Zemliduk conducted aircraft de-icing audits at airports throughout North America and Europe and leveraged his experience to develop innovative solutions at outstations in warmer climates, where de-icing activities, though infrequent, caused significant system delays.

With WASCO, Mr. Zemliduk leads the WASCO SMS team and is responsible for the delivery of SMS programs at the twenty-seven airports. As person managing the Safety Management System, Mr. Zemliduk works closely with Transport Canada, NAV CANADA, air carriers to continuously improve and refine SMS programs under administration and management of WASCO.

Mr. Zemliduk is a licenced Commercial Pilot and has taken several courses on Safety Management Systems, Human Factors, and Air Carrier Accident Investigations.

3.2. AUDIT TEAM

The following summarizes the skills, knowledge and experience of our project audit team:

Mr. Paul McCurry **Airport Safety Auditor**

Mr. Paul McCurry joined WASCO in 2017 and has over 36 years of progressive aviation experience. As a member of the WASCO team, Mr. McCurry plans, coordinates and manages the delivery of the Quality Assurance Program to our airport partners.

Prior to joining WASCO, Mr. McCurry was an Officer, Aviation SMS and Regulatory Audit/Airfield Standards Officer with Greater Toronto Airports Authority. Mr. McCurry started his career with a major Canadian airline in various positions and continued building a vast array of the airport industry knowledge and experience. Mr. McCurry is an ISO certified Quality System Lead Auditor.

Mr. Syed Rizvi **Airport Safety Auditor**

Mr. Syed Rizvi joined WASCO in 2017 and has 4 years aviation experience and is a graduate from Georgian College, Aviation Management Advance Diploma program. Mr. Rizvi held two co-op terms in operational airport environments, one at the Region of Waterloo International Airport and the other at the Billy Bishop Toronto City Airport. Since joining WASCO, Mr. Rizvi has participated or led audits at over 10 airport sites, including at the Winnipeg International Airport. Mr. Rizvi is also certified as an ISO Lead Auditor (TPECS) Quality Management System.

3.3. ADDITIONAL RESOURCES

The following outlines the additional resources that makeup the WASCO SMS team:

SMS Manager – Overall responsibility for the implementation and delivery of the Safety Management System. Reviews corrective action plans and chairs monthly safety meetings with airport staff. Delivers quarterly meetings with Accountable Executives and jointly establishes annual goals and objectives.

SMS Coordinator(s) – Reviews daily inspection reports and hazard reports and creates event reports in accordance with the approved safety management system. Depending on the initial risk score, will prepare a corrective action plan, or where appropriate, execute an investigation. Assigns corrective actions to the appropriate manager and confirms completion of the corrective action plan. Identifies needs for proactive reporting and executes safety studies and Hazard Identification Risk Assessments. Participates in monthly safety meetings and the supports the development of annual goals and objectives.

SMS Technician – Receives all daily inspection reports and event reports and creates, where applicable, an event report to be actioned by the Coordinator(s). Prepares all template reports

and manages all data associated with event reports, corrective action plans and risk assessments. Maintains data in software database for further data analytics and Transport Canada reporting.

Quality Assurance Auditor(s) – Acting independently from the SMS team, the Quality Assurance Auditor(s) conducts the physical, regulatory and performance audit of the airport environment, regulatory programs and safety management system once every three years. The results of the audits are then submitted to the Accountable Executive for review and once approved are input into the Safety Management System for action. Quality Assurance Audit team has ISO 9001:2015 Lead Auditor Certification.

3.4. TEAM ASSIGNMENT

On this assignment, it is proposed that Mr. Lindsey will hold overall executive responsibility of the program supported by Mr. Zemliduk as Project Manager. Depending on the audit schedule, it is proposed that Mr. McCurry will lead the on-site Audit and will be supported by Mr. Rizvi. Both Mr. McCurry and Mr. Rizvi will participate as part of the document review with peer review conducted by Mr. Lindsey.

Development of the Corrective Action Plans will be led by Mr. Trevor Zemliduk and will be supported by the SMS Coordinator(s) and SMS Technician.

It is proposed that a minimum of two individuals will participate on the on-site portion of the SMS Audit to ensure full physical assessment, full performance review and key person interviews.

4.0 APPROACH AND METHODOLOGY

4.1. PROJECT OVERVIEW

WASCO proposes to successfully execute the work program in three distinct work phases:

Phase 1 – Planning the Audit

Phase 2 – Conducting the Audit

Phase 3 – Audit Reports

The following outlines the methodology that WASCO proposes to undertake in delivering the work program as per the three phases detailed above.

4.2. TASK 1 – PROJECT INITIATION (PHASE 1)

At the outset of the project, it is proposed that the WASCO audit team would coordinate a kick-off meeting via conference call. In advance of this kick-off meeting, the WASCO team would circulate an agenda and a list of documents required to conduct the audit. At a minimum, documents would include the plans listed in S.1.2 of this proposal but may include additional items not currently listed. During the kick-off call the project schedule would be finalized, including dates of the proposed audit and delivery of the final audit report. It is proposed that minutes would be circulated following the kick-off meeting.

4.3. TASK 2 – AUDIT PREPARATION (PHASE 1)

Once WASCO receives the Airport documents, it is proposed that a pre-audit review of all background documents would be conducted to prepare for the audit execution. During this time, the Audit Plan would be prepared and circulated to the Airport for review. The WASCO Audit Plan would be circulated at least two weeks prior to conducting the audit.

4.4. TASK 3 – DOCUMENT REVIEW (PHASE 2)

Immediately following receipt of the documents, it is proposed that WASCO would complete the document review. This portion of the review is the most time-consuming aspect of the audit, since all documents will be reviewed based on: Transport Canada regulatory requirements, industry best practices. It is proposed that WASCO will utilize standard and custom developed check-list to execute the document review.

It is proposed that WASCO would supplement standard documents checklists with those developed by WASCO, which provide additional information and analytics to the Airport incorporation into the Safety Management System.

4.5. TASK 4 – AUDIT EXECUTION (PHASE 2)

The Quality Assurance Audit would be conducted over a period of two days on-site and would include a physical infrastructure audit of the airfield, on-site document review, records and documentation review and interviews.

It is proposed that immediately following the completion of the audit, that a verbal debrief of key findings would be provided.

Immediately following the physical audit, it is proposed that a re-review of the documents would take place to validate the document review against the on-site physical airport infrastructure.

4.6. TASK 5 – REPORTING (PHASE 3)

Following the document review, it is proposed that WASCO would provide a detailed report, including completed checklists, of the completed audit. A draft of the audit report would be initially circulated, then following a conference call, would be finalized.

The audit report would include copies of any photographs taken and check-lists utilized. Records of the interviews would not be provided to maintain confidentiality.

4.7. TASK 6 – DEVELOPMENT OF CORRECTIVE ACTION PLANS (PHASE 3)

The following task is proposed to be delivered by WASCO as a value-add solution with respect to incorporating the Quality Assurance findings back into the Safety Management System. In our experience in delivering SMS programs, we have found that often Airport resources are overloaded immediately following an audit, making it difficult to implement corrective actions. It is therefore proposed that WASCO would continue to support the Airport following the delivering of the audit findings through the drafting and submission of Corrective Action Plans.

Once drafted, the Corrective Action Plans would be reviewed by the Airport, with WASCO making any necessary revisions. The Corrective Action Plans would follow the Transport Canada format and include the following components:

- Factual review of the finding
- Pre and post mitigation risk
- Root Cause analysis
- Short term action plan with expected completion date
- Long term action plan with expected completion date
- Evaluation of Corrective Action Plan

It is proposed that the findings identified, and subsequent Corrective Action Plans developed as a result of the Audit will be executed in a similar manner to Transport Canada findings. In that a factual review of the findings and root cause analysis will be developed based on the governing finding or identified trend.

4.8. TASK 7 – PROJECT CLOSEOUT MEETING (PHASE 3)

At the close of the project, once all Corrective Action Plans have been addressed, or at a time when the Airport chooses to end the work program, an project close-out meeting would take place directly with the Airport team. It is proposed that the project will be completed, as required per the RFP, no later than December 1, 2019.

4.9. PROJECT SCHEDULE

The following Table 4-1 outlines the proposed project schedule:

Table 4-1
Proposed Project Delivery Schedule

	Estimated Start	Duration	Estimated Completion
Phase I: Planning the Audit	OCT 15, 2019	2 Weeks	OCT 25, 2019
Phase II: Conducting the Audit	OCT 28, 2019	1 Week	NOV 1, 2019
Phase III: Audit Reports	NOV 4, 2019	2 Weeks	NOV 15, 2019
Town Review of Draft Report	NOV 18, 2019	1 Weeks	NOV 22, 2019
Prepare Final Report	NOV 25, 2019	1 Week	NOV 29, 2019

It is proposed that the Draft Report would be presented to the Town November 15, 2019 and that any comments would be received by the Town no later than November 22, 2019. WASCO would then finalize any comments and submit the final report November 29, 2019.

WASCO would note that the project timeline is tight and the award of the project on or around October 15, 2019 is essential to the successful delivery of the work program by December 1, 2019. However, WASCO realizes that project awarding delays are common, and will work diligently to deliver the work program by the December 1, 2019 deadline in the event that the project award is delayed.

5.0 INTEGRATED SAFETY MANAGEMENT SOLUTION

5.1. PARTNERSHIP SOLUTION

As detailed in Section 2.3, WASCO has extensive experience delivering Safety Management System solutions. This experience is founded on WASCO not being a consultant, but rather being partner of a larger and more comprehensive innovating solution. This approach is not only entrenched in our core values at WASCO of Respect, Integrity, Service and Excellence, but also comes from Mr. Lindsey's experience as an Aviation Consultant and through the developmental phases of Safety Management Systems in Canada.

As Director, Aviation with WSP, Mr. Lindsey participated in the development of several dozen airport Safety Management Systems throughout Canada. However, these solutions simply provided a 'cookie cutter' program where each airport was left to implement on their own. This resulted in programs that were not effectively administered according to their generic 'one size fits all' solution, resulting in several findings from Transport Canada. Although this was great for continuing business to provide additional 'consulting services' to complete audits and corrective action plans, what airports ultimately required was a partner, not a consultant.

The most significant challenge to an effective delivery of a Safety Management System is documentation.

Our innovative partnership-based solution assumes full administrative control of Safety Management System documentation. Daily inspection reports and hazard event reports are sent directly to our team of SMS experts who review documentation for completeness, prepare draft corrective actions and communicate directly with those assigned (appropriate manager) to rectify. We document every 'touch point' of each event including:

- When the event was reported and by whom
- The initial action taken
- The initial severity and probability (initial safety risk score)
- Our draft Corrective Action Plan
- The approved Corrective Action Plan (including by whom, and estimated completion dates)
- Weekly updates, formal monthly updates and quarterly Accountable Executive updates
- Where updates include 'no action / no update' it is recorded for tracking and accountability
- Completion of the Corrective Action Plan
- Verification of effectiveness of the Corrective Action Plan

WASCO delivers this partnership-based solution by essentially having our team acting as an internal, albeit off-site, Safety Management System and Quality Assurance support team. Our team of eight operates as an SMS call centre balancing the operational requirements of each individual airport, enabling us to increase resources as required to adapt to increases and decreases in workload.

Finally, ideally our solution is based on a cost-plus scenario, where the airport would have access to the team as required and without additional costs. This enables the Airport to move from a reactive environment to a proactive environment whereby the program is actively identifying and delivering safety cases Risk Assessments. In the event of a Transport Canada Program Validation Inspection / Process Inspection, our team is able to react quickly and effectively to draft all required documents for review and approval by the Appropriate Manager and Accountable Executive.

5.2. SAFETY SYSTEM APPROACH

Working with Airport team, it is proposed that WASCO would conduct a comprehensive review of the existing Airport Safety Management System Manual and provide recommendations for program simplification. WASCO has achieved success in utilizing the following system, and acronym, to effectively communicate and administer the Safety Management System at the twenty-seven airports:

i – Identify

Hazards are identified by airport staff. This is the first and most important component of the SMS, as where staff are not identifying hazards, there is nothing to report, action, correct or evaluate to improve the overall safety of the airport environment.

R – Report

Hazards are reported through the daily inspection reports or the hazard reports that are submitted to the SMS team through any of the following: phone, fax, email directly through SMS software system (iAuditor or Safety Culture Spotlight application). Once received by the SMS team, an event report is opened within the SMS software system and handed off to one of the SMS Coordinators for action.

It is essential that the reporting of hazards is as simple as possible. For this reason, WASCO has collaborated closely with SafetyCulture, who developed iAuditor and Spotlight mobile applications. Using Spotlight smart phone application, airport staff are able to report safety hazards using their devices easily and effectively. WASCO is cautiously improving the reporting capabilities to ensure that as much data is captured as possible, driving towards proactive safety.

WASCO is however able to adopt our system to any software platform used by the Airport.

A – Assess

Once a hazard is reported, an event report is opened in the software system and an initial risk assessment is conducted. Where the risk is determined to be low or medium, a corrective action is recommended and assigned to an appropriate manager for review. Where the risk is determined to be high, or where it is a reoccurring medium or low hazard, an investigation is initiated by the SMS Coordinator and a root cause analysis completed. Following the completion of the investigation and root cause analysis, short term and long-term corrective action plans are generated and assigned, including with due dates, in draft to the appropriate manager for review.

C – Control

Once the corrective action plan is drafted, it is assigned to the appropriate manager for review and subsequent approval. Our responsibility as the SMS team is to facilitate, as much as possible, the effective and efficient implementation of safety systems and corrective actions. As a result, the drafted corrective actions are only approved following review by the appropriate manager.

The appropriate manager is the individual at the airport, or other organization, who has the ability to implement a corrective action plan (i.e departmental manager or Accountable Executive).

Once the corrective action is approved and delegated to the appropriate manager, the SMS team tracks the item through the hazard registry and reviews the progress monthly through weekly, monthly and quarterly meetings. Once the corrective action is executed, the appropriate manager notifies the SMS Coordinator.

E - Evaluate

Once the SMS team is notified of the execution/completion of a corrective action by the appropriate manager, the SMS team request verification (where appropriate) prior to the event being closed. All closed corrective actions are monitored for a specified duration (the duration dependent on the hazard) to evaluate the effectiveness.

During the annual meeting all active and closed events and corrective actions are reviewed, and the airport safety risk profile is updated, and appropriate safety goals and objectives are established for the upcoming year.

5.3. QUALITY ASSURANCE PROGRAM

Our Safety Management System solution is typically delivered on a three-year contract basis which would include the three-year cyclical audit, as proposed under Phase I and II of this work program. The Audit, as detailed in Phase I of this work program, is a complete compliance review per the Canadian Aviation Regulations and Airport Operating Certificate per the Airport Operations Manual.

This integrated system is developed such that costs and resources for the Quality Assurance Audit are balanced over the three-year contract period.

5.4. PROGRAM DOCUMENTATION

As detailed above, the greatest challenge to a successful Safety Management System is documentation which is the greatest strength of the WASCO SMS solution. WASCO has developed a comprehensive documentation and reporting system whereby all appropriate managers, management and the Accountable Executive have full transparency on the progress of individual hazards, actions taken and status reports.

The following details the daily weekly, monthly, quarterly and annual deliverables:

Daily – Review daily inspection reports and hazard reports received from the airport. Where appropriate, generate event reports and complete the initial risk review and prepare corrective action plans. Coordinate with the airport staff and the appropriate manager for all active events and corrective action plans.

Weekly – Review by teleconference active hazards using the hazard registry with the appropriate manager on a weekly basis. Record the results of those discussions for document management purposes.

Monthly – Prepare and deliver by teleconference monthly report to be delivered by the SMS Manager to Airport Management and airport staff detailing the hazard registry and any pertinent corrective actions plans or event reports. Discuss any proactive hazard reporting, safety studies or Hazard Identification Risk Assessments. Also, provide follow-up to any external agencies (i.e. airlines) that have reported hazards for tracking within their respective SMS programs.

Quarterly – Prepare and deliver in person a quarterly report to the Accountable Executive on the overall status of the Safety Management System. Review the status of any active investigations, safety studies or Hazard Identification Risk Assessments.

Annual – Prepare and deliver in person an annual report and, as a team with the SMS Manager, Airport Management, airport staff and Accountable Executive on the updated airport risk profile and jointly determine the safety goals and objectives for the upcoming year.

Using Power BI, WASCO has also developed an intuitive performance health report which is accessible electrically and is updated dynamically. A PDF of this report is contained in all monthly and quarterly reports providing a ‘snap shot’ of the status of the program at the time.

All monthly and quarterly reports include the following:

- Agenda
- Performance Health Monitor Dashboard
- Hazard Registry
- Annual Goals and Objectives Monitoring
- Pending Task Calendar Activities
- Outstanding Safety Cases & Risk Assessments
- Minutes of Meeting

Copies are provided in PDF and are maintained for documentation purposes.

5.5. WASCO – NOT A REPLACEMENT FOR LOCAL AIRPORT MANAGEMENT

It should be clearly noted that WASCO is not a replacement for local SMS expertise. WASCO supplements these local activities though:

- Administering and managing all documentation
- Supporting local Appropriate Managers through the drafting of Corrective Action Plans
- Monitoring the on-going implementation of Corrective Action Plans
- Managing on-going management reporting
- Verification of Corrective Action Plan effectiveness

WASCO's SMS support then enables the local management to focus on proactive elements of Safety Management Systems, including working with tenants and carriers on new programs (i.e. Runway Safety Team), delivering training and updating/maintaining Transport Canada regulatory programs.

5.6. RECENT WASCO SMS ACHIEVEMENTS

Over the past 12 months since assuming administration and management of the program, WASCO has achieved the following successes:

- Obtained approval from Transport Canada on several major findings dating back to 2014
- Completed re-write and simplification of the Safety Management System
- Reduced the number of daily forms submitted by airports from six to two (daily inspection report and hazard event report).
- Implemented a new digital reporting system (previously fax reports were used)
- Development of standard templates for Hazard Identification Risk Assessments, Safety Cases (proactive reporting), Five-Why's Root Cause Analysis and Hazard Registry
- Investigated several new software solutions to facilitate the reporting and documentation of hazard reporting, including: Q5, iAuditor (and associated Spotlight), SmartSheet with analytical support using Power BI, and digital fillable Adobe PDF
- Increased the daily participation rate of airports from less than 50% to over 85%
- Through review of the daily inspection reports, identified more than 1,500 hazards beyond those reported by individual airports
- Completed the first Quality Assurance Audit of all twenty-four airports in 2017
- Initiated the three-year cyclical Quality Assurance Audits at ten airports in 2018
- Facilitated twenty-four table-top Emergency Response Plan exercises in twenty days (including debrief and submission to Transport Canada) following immediate Transport Canada finding
- Participated on sixteen Program Validation Inspections / Process Inspections in 2017 and 2018
- Reduced the number of outstanding hazard reports from over 1,200 to roughly 100
- Development of an intuitive 'health check' dashboard for use by Nunavut Airport management including Accountable Executive (Deputy Minister)

6.0 PROFESSIONAL FEE ESTIMATE

6.1. PHASE I - PHASE III WORK PROGRAM

The following outlines the professional fee estimate for the Phase I -III of the work programs as outlined in Section 4, above.

Table 6-1
Professional Fee Estimate Summary

	JPL \$115/HR	TZ \$85/HR	SMS Tech \$65/HR	Total (Hrs)	Total Cost
Phase I: Planning the Audit					
Task 1 – Project Initiation	1.0	1.0	2.0	4.0	\$330.00
Task 2 – Audit Preparation	--	2.0	2.0	4.0	\$300.00
Phase II: Conducting the Audit					
Task 3 – Document Review	1.0	2.0	8.0	11.0	\$805.00
Task 4 – Audit Execution	--	12.0	12.0	24.0	\$1,800.00
Phase III: Audit Reports					
Task 5 – Reporting	--	2.0	4.0	6.0	\$430.00
Task 6 – Development of CAPs	N/C	N/C	N/C	N/C	--
Task 7 – Project Close Out	1.0	1.0	2.0	4.0	\$330.00
Sub-Total Professional Fees	3.0	20.0	30.0	53.0	\$3,995.00
Disbursements (Estimated)					
Travel (Meals & Accommodation)					\$990.00
Sub-Total Disbursements					\$990.00
Total					\$4,985.00

Notes:

1. Fixed professional fees.
2. Audit team anticipated to spend approximately two days on-site. Travel time will not be invoiced.
3. All disbursements are estimated and will be charged as incurred, without administrative markup.
4. SMS Tech is a blended rate of Airport Regulatory Programs Coordinator(s) and Airport Regulatory Programs Auditor(s)
5. It is proposed that two staff will be on-site during the audit.
6. All fees excluding applicable taxes.

The above noted professional fees are based on a reasonable estimate of the effort anticipated to deliver the work program based on our standard rates (1.75x multiplier). This results in a cost estimate higher than if we were to deliver our integrated SMS solution as detailed in Section 5.0. If the time estimates in outlined above are too high, we are welcome to discussing with the Airport how they could be reduced to meet your financial targets.

6.2. INTEGRATED SMS SOLUTION PROFESSIONAL FEE ESTIMATE

As discussed in Section 5.0, WASCO prefers to approach Safety Management Systems as an integrated solution, whereby we partner with the Airport and deliver a comprehensive system. This not only provides the Airport with a more cost-effective solution, but also delivers a more comprehensive airport regulatory compliance program.

WASCO is able to deliver a more cost-effective solution as we are better able to balance our staffing levels and associated workloads (including three-year audit) based on the needs of our partners. This partnership approach enables WASCO to reduce our professional fees from a 'multiplier' approach to a 'cost plus' approach, whereby our staff are charged out at cost plus 15%. Also, under this model, management overhead is included and is not directly invoiced to our partners. The effective multiplier of the cost-plus partnership model is 1.58x, representing a significant savings to our partners.

We would like to however point out that although our professional fee multiplier of 1.75x is quite a bit higher than our partnership model of 1.58x, it still represents a significant savings over normal consulting multipliers which range between 2.5x and 3.0x – or sometimes higher. Again, WASCO provides this information so as to be as transparent as possible with our Airport partners.

The fixed annual fee for the integrated includes, at no additional cost, the following:

- Transport Canada airport regulatory audit (once every three years)
- On-site quarterly meetings with Accountable Executive
- Monthly SMS meetings with Management
- Daily airfield inspection reporting & hazard reporting
- Development and administration of Corrective Action Plans
- Development and coordination of Risk Assessments (HIRA) and Safety Cases
- Dynamic Hazard Registry management
- Dynamic SMS reporting dashboard
- Annual SMS Goals and Objectives
- Monthly, Quarterly and Annual reporting documentation (agendas & minutes)
- On-call availability for SMS related issues including Transport Canada PI & PVI support
- On-site availability, where approved, for additional safety and regulatory meetings, as required

The annual fee for the integrated SMS solution is \$40,000 which includes all professional fees and travel disbursements. As detailed above, the low cost is possible due to management of WASCO workload across the 29 airports in which WASCO delivers the integrated SMS solution. It also permits WASCO to balance additional cost of the three-year cyclical audit across the minimum three-year contract period.

Therefore, the total three-year fixed contract cost would be \$120,000.

Consider that the salary of an internally hired SMS Coordinator would be in the range of \$65,000 per year. Including benefits and pension obligations, the resulting in a total cost to the organization would be \$81,250 (assuming 25% benefits costs); over twice the cost of the WASCO integrated SMS solution. Over the three-year contract period the total savings to the organization would be \$123,750.

And with the WASCO solution, there would be no down-time due to vacation or sick leave. More importantly, it would make available the necessary time for Airport Management to effectively lead a proactive safety environment and culture on the Fort Frances Airport campus. The daily documentation and reporting on SMS, which typically occupies a great deal of time and effort on the part of the SMS Manager, would now be delivered effectively and consistently through WASCO. This enables a departure of a reacted SMS environment to a proactive SMS environment.

The proposed partnership-based solution could be initiated at the outset of the program (in-lieu of Phase I-III) or be initiated at anytime during the work program. Any fees invoiced for the work program would be applied to the partnership solution if approved later in the work program.

7.0 SUBMISSION REQUIREMENTS

7.1. INSURANCE

As a wholly owned subsidiary of Winnipeg Airports Authority, WASCO confirms that we have and will maintain throughout the duration of the Contract, a comprehensive insurance policy of Professional Liability in the amount of not less than \$2,000,000.00 inclusive per occurrence. Proof of insurance will be provided upon request of the Town of Fort Frances.

7.2. HEALTH AND SAFETY

As a wholly owned subsidiary of Winnipeg Airports Authority, WASCO maintains a robust Health and Safety Program for our employees, management and contractors. WASCO commits that all activities delivered under this work program will be in accordance with our internal Health and Safety Program in addition to any additional obligations under the Occupational Health and Safety Act.

7.3. STATUTORY DECLARATION

Please find enclosed Appendix D an executed copy of the Statutory Declaration.

7.4. SAMPLE AGREEMENT

Please find enclosed as Appendix E a sample copy of our standard agreements. Please note that this is a sample only and WASCO is open to discussions on content.

8.0 CLOSING

Winnipeg Airport Services Corp. appreciates the opportunity to partner with the Town of Fort Frances on the delivery of an Internal Quality Assurance Audit of the Town of Fort Frances Municipal Airport Safety Management System. WASCO has also presented, as an alternative, an integrated Safety Management System for consideration.

Our objective at WASCO North is to focus on the process of safety management, so that you and your staff can focus on the performance of safety management.

WASCO is confident that regardless of the solution or approach required or requested of the Airport, that we are able to deliver and are open to tailoring our services to your needs.

We appreciate that the 'out of the box solution' which is essentially an SMS call-centre may deviate slightly from past Safety Management System activities at the Fort Frances Airport, however this solution is proven to be effective and our expert team has demonstrated themselves on multiple occasions with Transport Canada, NAV CANADA, air operators and other industry stakeholders.

We firmly believe that not only will our proposed solution meet industry best practices, it will set the bar industry-wide in terms of how Safety Management Systems are delivered at airports. This change is a necessary innovation to deliver on our industry's mandate to deliver a safe, efficient and cost-effective airport operational environment.

If you have any questions, please do not hesitate to call.

Sincerely,



James Lindsey, A.A.E
Director, Airports
Winnipeg Airport Services Corp.

Z:\Working Files\Project Files\CYAG - FORT FRANCES\01 - SMS Audit\Proposal\CYAB - Fort Frances Airport SMS Audit Proposal ver0a 20190916.docx

Appendix A

WASCO SMS Brochure



WASCO

WINNIPEG AIRPORT SERVICES CORP.

Winnipeg Airport Services Corp. (WASCO) is a wholly owned subsidiary of Winnipeg Airports Authority. At WASCO our business is airports. WASCO is committed to leveraging our resources and expertise to provide industry leading innovative and cost effective solutions. We deliver these services as a community-based partner who understands, first hand, the challenges and opportunities of operating a safe and efficient airport environment.



AIRPORT MANAGEMENT



AIRPORT OPERATIONS



TECHNICAL SERVICES



FACILITY MAINTENANCE

SMS SOLUTION

Our innovative and collaborative partnership-based approach differs from other consulting solutions in that our team works daily with your airport staff to coordinate, administer and manage your entire SMS and regulatory programs. This approach to Safety Management is based on the premise that sharing technical information and resources across many airports creates a stronger safety environment than systems developed independently.

**WE FOCUS ON THE PROCESS OF SMS
SO AIRPORTS CAN FOCUS ON THE PERFORMANCE OF SAFETY**

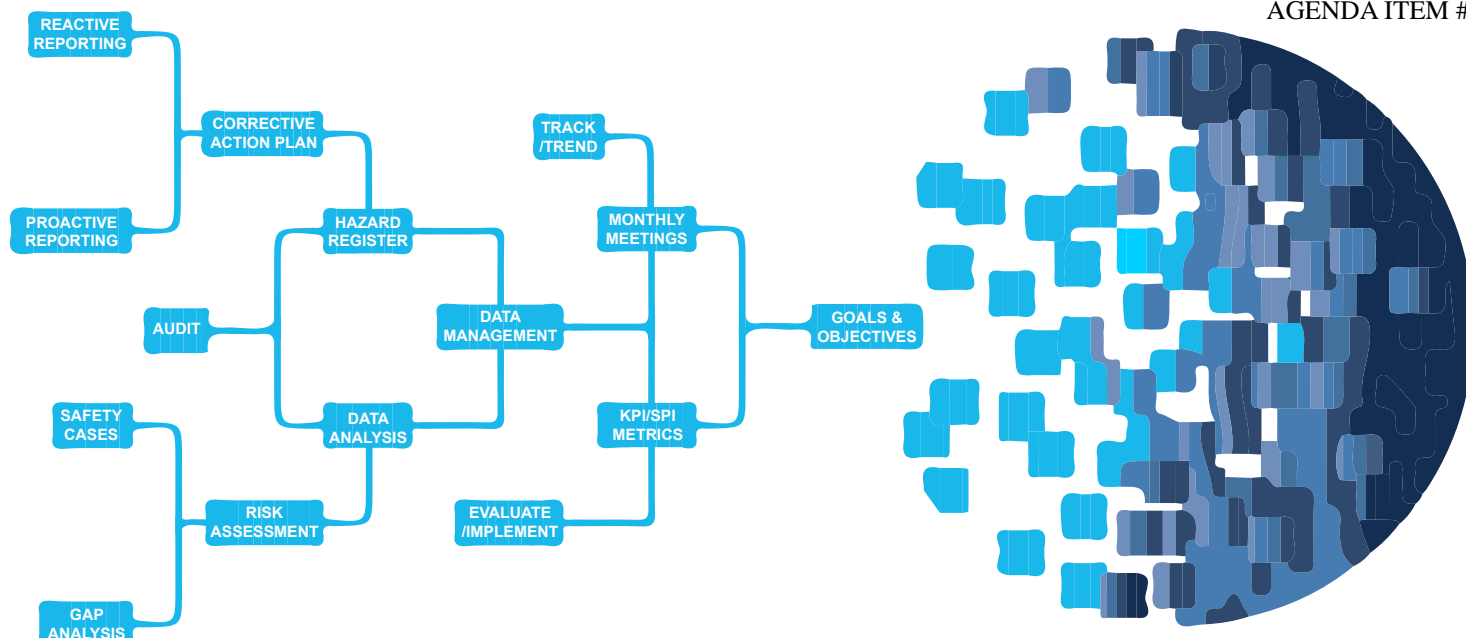
IRACE PROCESS



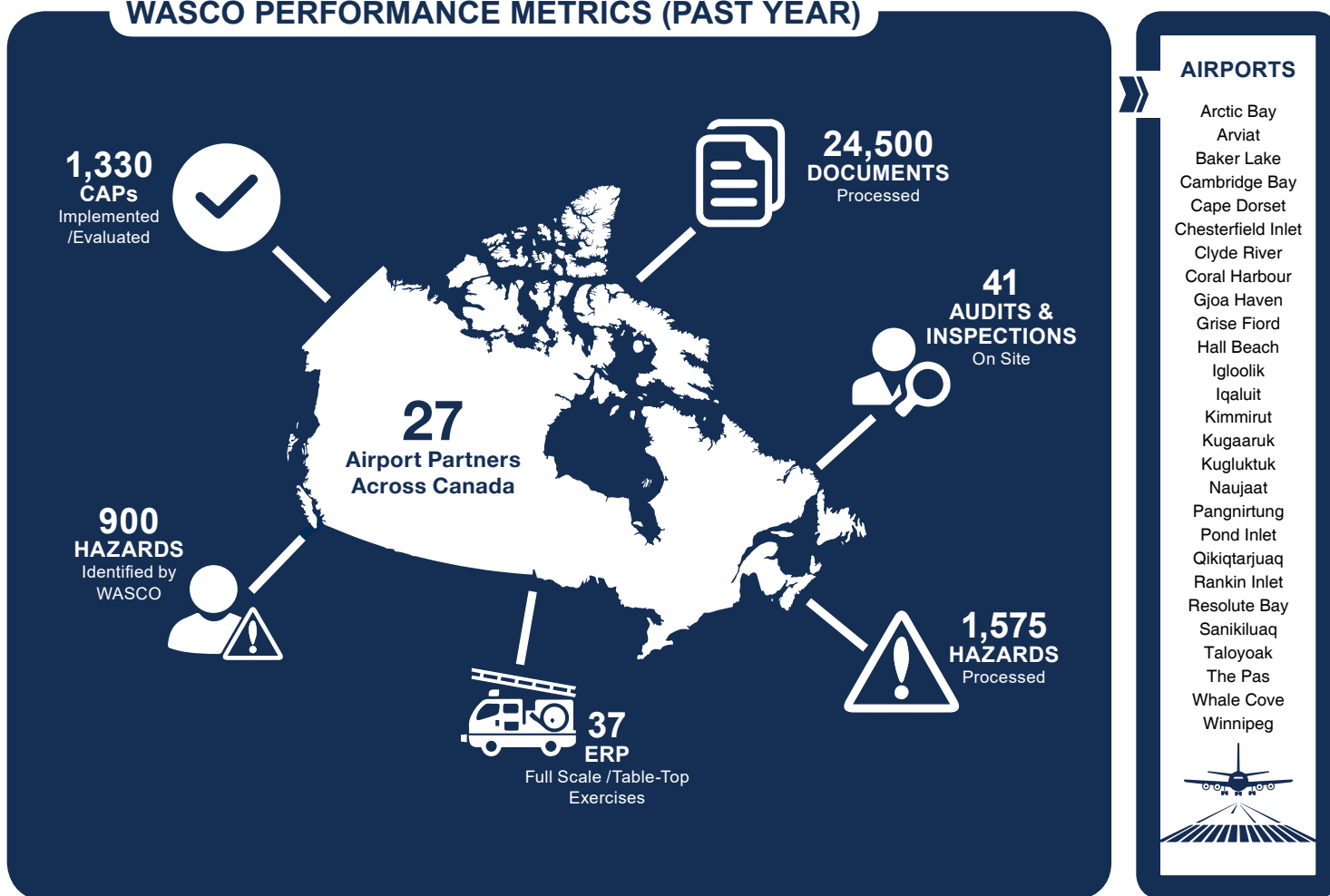
WASCO BENEFITS

- Regulatory compliance assistance
- Knowledgeable & dedicated team
- Proven experience & expertise
- Complete SMS & QA Solution
- Integrated admin & management
- Hazard identification
- Data management
- Adaptive software solutions
- Real-time SMS KPI metrics
- Metric driven goals & objectives
- Cyclical Quality Assurance Audits
- Accountable Executive support
- As required PVI / PI support
- Resources always available
- Ongoing services & support





WASCO PERFORMANCE METRICS (PAST YEAR)



WASCO
WINNIPEG AIRPORT SERVICES CORP.



201-2000 Wellington Avenue
Winnipeg, MB R3H 1C2



204.815.5347



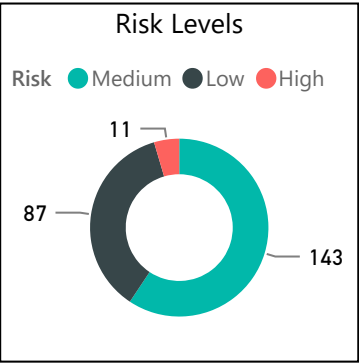
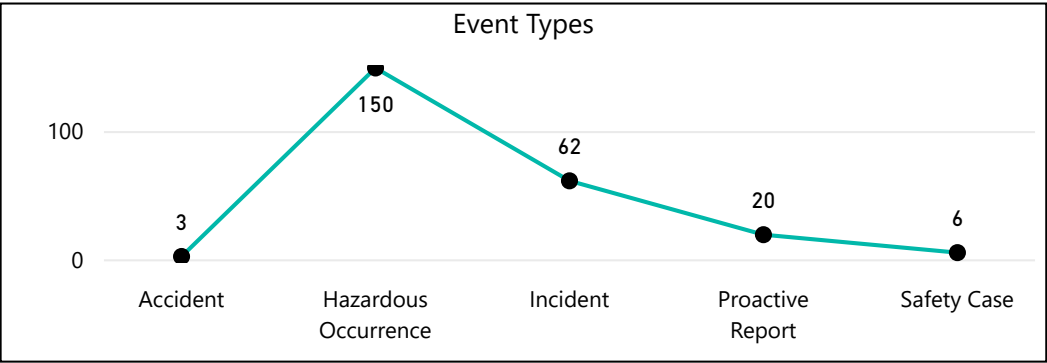
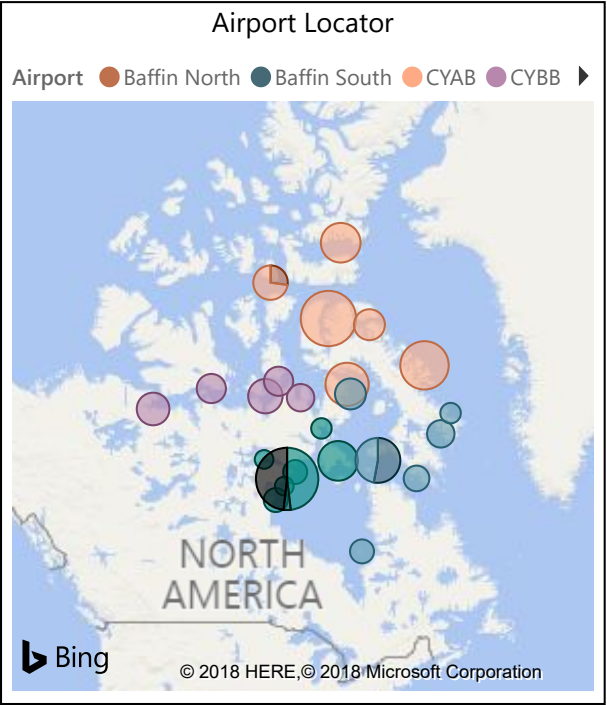
info@wasco.ca



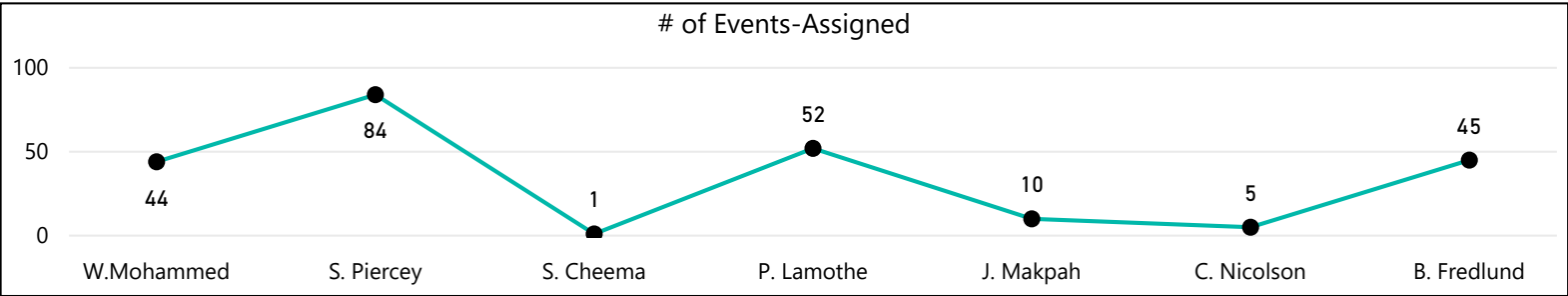
wasco.ca

Appendix B

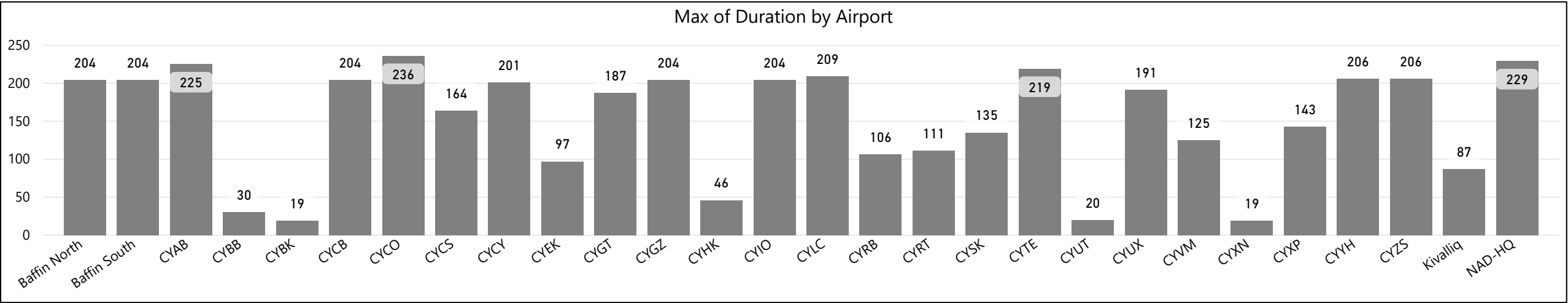
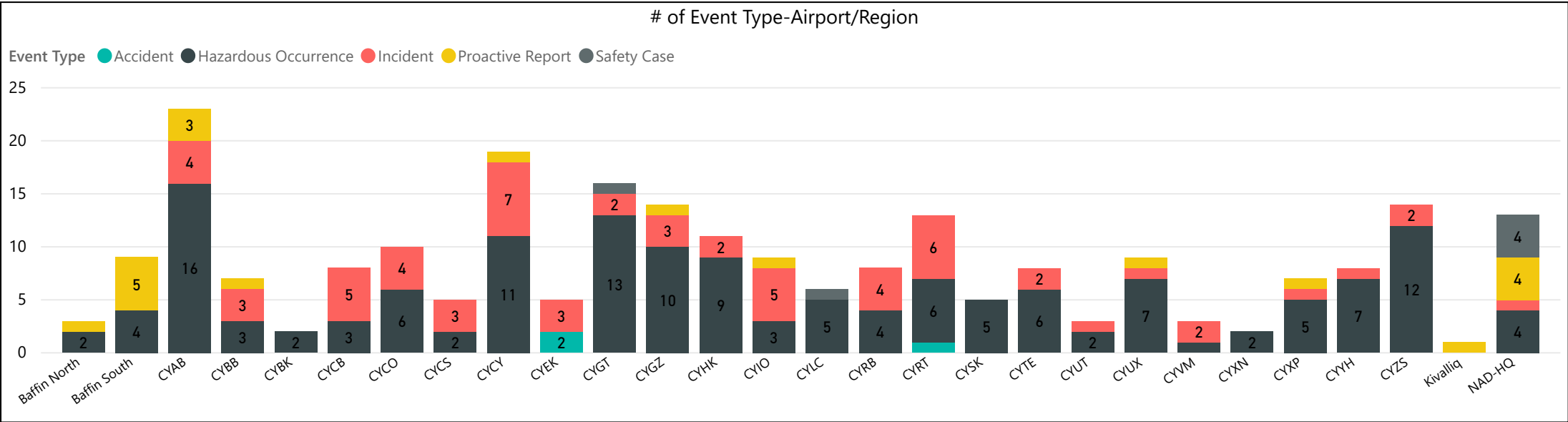
Performance Health Report - Sample



Average Days Open	Open Events
53	146
Highest Days Open	Closed Events
236	95



Airport	Events Reported
Baffin North	3
Baffin South	9
CYAB	23
CYBB	7
CYBK	2
CYCB	8
CYCO	10
CYCS	5
CYCY	19
CYBK	5
CYGT	16
CYGZ	14
CYHK	11
CYIO	9
CYLC	6
CYRB	8
CYRT	13
CYSK	5
CYTE	8
CYUT	3
CYUX	9
CYVM	3
CYXN	2
CYXP	7
CYYH	8
CYZS	14
Kivalliq	1
NAD-HQ	1
Total	241



Appendix C

Key Staff Resume

James Lindsey, M.Sc., A.A.E

DIRECTOR, AIRPORTS

PROFILE

Mr. James Lindsey has nearly twenty-years progressive industry experience, currently holding the position of Director, Airports with Winnipeg Airport Services Corp. (WASCO). As a member of the executive team, Mr. Lindsey is responsible for the execution of airport management and technical services contracts in which WASCO is engaged. Prior to joining WASCO in 2016, Mr. Lindsey held the position of Director, Aviation with WSP, a Canadian-based multi-national engineering consultancy.

As an aviation planner by trade, with extensive experience in airport operations and management, Mr. Lindsey has participated on a wide variety of airport planning, engineering, architectural, operations and management projects both domestically and internationally. Areas of experience include airport master planning, airfield layout design, airport management/operational studies, regulatory compliance studies, emergency response and preparedness assessments, safety management systems & quality assurance audits, airport terminal building design/functional programming/activation, financial assessments, meteorological studies, and aviation/municipal integration.

Mr. Lindsey's academic background includes a Master of Science in Airport Planning and Management from Loughborough University in England. This international experience has allowed Mr. Lindsey to work internationally on projects in Europe, the Middle East, Africa, South America and the Caribbean. Prior to Loughborough, he graduated class valedictorian from Georgian College in Aviation Management.

Between 2008 and 2010 and again in 2014, Mr. Lindsey was part-time faculty at the Canadian Aviation Institute at Georgian College teaching Airport Planning. He has also conducted aeronautical training courses to Transport Canada and various airport and industry associations throughout Canada.

Mr. Lindsey is a licensed private pilot, an Accredited Member of the International Association of Airport Executives – Canada and sits on the Board of Directors for the Regional Community Airports of Canada (RCAC). Mr. Lindsey also frequently presents at industry conferences and trade shows on airport operations, regulations, and aeronautical zoning.

EDUCATION

Master of Science, Airport Planning and Management Loughborough University, England	2005
Honours Diploma, Aviation Management Canadian Aviation Institute, Georgian College, Canada	2004

PROFESSIONAL DEVELOPMENT

Airport Systems Planning, IAAE Canada	2010
Accreditation Academy, IAAE Canada	2009
Private Pilot Licence, Canada	2002

Winnipeg Airport Services Corp.

201 – 2000 Wellington Avenue • Winnipeg, Manitoba R3H 1C2
Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



James Lindsey, A.A.E



PROFESSIONAL ASSOCIATIONS

Regional Community Airports of Canada (RCAC)	Chairman
International Association of Airport Executives (IAAE Canada)	Accredited Member

CAREER HISTORY

COMPANY	TITLE	YEAR
WASCO	Director, Airports	2016-Present
WSP	Director, Aviation	2014-2016
GENIVAR (renamed WSP)	Director, Aviation	2011-2014
Pryde Schropp McComb Inc. (GENIVAR Acquisition)	Aviation Consultant	2005-2011
Canadian Aviation Institute – Georgian College	Part-Time Faculty	2008-2010 & 2014
Greater Toronto Airports Authority	Operations Assistant	2002
Airfield Access (Toronto Pearson International Airport)	Airside Security Escort	2000-2002

PROJECT EXPERIENCE

- ➔ Government of Nunavut, Safety Management System (SMS) & Quality Assurance Program (QAP) (2017-present). Project Director responsible for the development and implementation of a SMS and QAP for twenty-four airports owned and operated by the Government of Nunavut. Project development included site-inspection of all airports to assess airport infrastructure, regulatory compliance per TP312 and operational programs. Project execution involves managing a team of SMS professionals in Winnipeg who remotely administer and manage daily activities associated with the SMS and QAP program including hazard event reporting, risk assessment and reporting.
- ➔ Iqaluit International Airport, Terminal Building Activation (2017). WASCO, through our wholly owned subsidiary Nunavut Airport Services Limited and in collaboration with our partners Arctic Infrastructure Limited Partnership, was awarded the contract to design, build, finance, operate and maintain (P3 or PPP) the Iqaluit International Airport over the 30-year concession period. In the summer of 2017 construction of the new terminal building was completed. Mr. Lindsey developed and executed a number of the commissioning trials including the airside trial and baggage system trial and was involved in a number of other trials. Mr. Lindsey also completed a regulatory assessment of the infrastructure per TP312 5th Edition.
- ➔ The Pas Airport, Airport Manager (2017-present). In late 2016 WASCO was engaged by The Town of The Pas, Manitoba to provide Airport Management services, appointing Mr. Lindsey as Airport Manager. Coming recently out of enhanced enforcement with Transport Canada, Mr. Lindsey was initially tasked with rectifying regulatory deficiencies and providing management and operational oversight to Town of The Pas airport operations staff. In mid-2017 Mr. Lindsey hired an Assistant Airport Manager on-site to oversee daily operational activities.
- ➔ Billy Bishop Toronto City Airport, Preliminary Design for Runway Extension and Master Planning Exercise (2013-2016). Project Director responsible for the overall design, regulatory approval, and stakeholder engagement of the proposed runway extension design and supporting master planning exercise as requested by the City of Toronto. The project was extremely complex

James Lindsey, A.A.E



involving a number of different engineering disciplines, regulatory requirements and operational planning requirements. The project also included extensive public engagement was completed which included several public open houses and consultations with community groups, the City of Toronto, provincial government, Transport Canada and NAV CANADA.

- ➔ Hamad International Airport, Airport City Master Plan and Terminal Expansion, Doha, Qatar (2013-2015). Airport Operations Lead part of a team responsible for planning and engineering aspects of terminal design and airside interface for the \$10 Billion airport development program.

PUBLICATIONS & PRESENTATIONS

Publications

- ➔ Lindsey, James. "Runway End Safety Areas in Canada Explained – A Practical Overview of NPA 2010-012", 2011

Presentations

- ➔ Lindsey, James. "ACAP: How we go here & where we're heading". AMCO Annual General Convention, Kenora, ON October 1, 2018
- ➔ Lindsey, James. "Responsible Airport Development". IAAE Canada Annual FOAM Convention, Vancouver, BC, June 2, 2015.
- ➔ Lindsey, James. "TP312 5th Edition – Obstacle Limitation Surfaces". AMCO Annual General Meeting, Toronto, ON October 6, 2015.
- ➔ Lindsey, James. "Airport Operations Manuals – Understanding the Regulations and Practical Applications of Maintaining and Updating the AOM". IAAE Canada Annual FOAM Convention, Halifax, NS, June 3, 2014.
- ➔ Lindsey, James. "TP312 5th Edition – A High Level Review of Practical Implications of the New Canadian Aerodrome Standard". AMCO Airfield Workshop, Kitchener, ON. May 6, 2014.
- ➔ Lindsey, James & Schropp, Bernhard. "Airports and Land Use Compatibility – A Practical Overview and Field Tools". SWIFT Annual Conference and Trade Show, Montreal, ON. September 4, 2013.
- ➔ Lindsey, James. "Aeronautical Zoning – Principles and Practical Tools". AMCO Airfield Workshop, Waterloo, ON. May 8, 2012.
- ➔ Lindsey, James. "Airport Land Use Compatibility – A Practical Overview and Field Tools". AMCO Annual General Meeting, Brantford, ON. October 4, 2011.
- ➔ Lindsey, James. "Runway End Safety Areas Explained – A Practical Overview of NPA 2010-012." RCACC General Meeting, Ottawa, ON. May 4, 2011.
- ➔ Lindsey, James. "How to Succeed during the Audit Process – Aeronautical Zoning." AMCO Annual General Meeting, Kenora, ON. Sept 28, 2010.
- ➔ Lindsey, James. "Registered Aerodromes: Regulatory Requirements and Recommendations." CAGO Annual Meeting, Haliburton, ON. Oct 9, 2008.

Trevor Zemliduk

MANAGER, AIRPORT SAFETY PROGRAMS

PROFILE

Mr. Trevor Zemliduk joined WASCO in 2017 and has over 20 years of industry experience. As a member of the WASCO management team, Mr. Zemliduk oversees a team of professionals who administer and manage the Safety Management System and Quality Assurance Program for 27 airports throughout Canada.

Mr. Zemliduk started his aviation career in airline ground handling and aircraft de-icing operations with Servisair. In his capacity as Manager – De-icing Operations YWG CDF, Mr. Zemliduk was responsible for the commissioning and overall operations management of the, then new, central de-icing facility at the Winnipeg International Airport. In 2012 Mr. Zemliduk joined Air Canada as System De-Icing Manager and was responsible for the oversight of Air Canada de-icing operations at domestic and international outstations.

Since joining WASCO, Mr. Zemliduk led the development of the revised Safety Management System and Quality Assurance Program for the 24 airports owned and operated by the Government of Nunavut. In this role, Mr. Zemliduk was appointed by the Government of Nunavut as the “person managing the Safety Management System” in accordance with the Canada Aviation Regulations. Since then, Mr. Zemliduk has led the transition of three other SMS programs into the administration and management of WASCO. Mr. Zemliduk is currently focused on refining the excellence of the WASCO SMS solution and growing our program to new airports throughout Canada.

EDUCATION

TP312 4th and 5th Edition
 Safety Management Systems (SMS)
 Air Carrier Accident Investigation
 Human Factors
 CIM Management / Administration
 Smartmanager – Witz Education
 Instructional Techniques - IATA
 Train the Trainer – De-icing Services, Servisair
 Restricted Operator Certificate-Aeronautical Certified Examiner-Industry Canada
 Winair Aviation Academy
 Basic Business Communication, Red River College

PROFESSIONAL DEVELOPMENT

Certificate in Airside Safety, Airports Council International (ACI)	2018
Instructional Techniques, International Air Transportation Association (IATA)	2005
Commercial Pilot Licence, Canada	1998

Winnipeg Airport Services Corp.

201 – 2000 Wellington Avenue • Winnipeg, Manitoba R3H 1C2
 Tel: 204.515.4246 • Fax: 204.813.6014 • Web: www.wasco.ca



Trevor Zemliduk



PROFESSIONAL ASSOCIATIONS

Society of Automotive Engineer (SAE - G12)	Member
International Association of Airport Executives (IAAE Canada)	Member

CAREER HISTORY

COMPANY	TITLE	YEAR
WASCO	Manager, Airport Safety Programs	2017-Present
Air Canada	Manager, Customer Service	2013-2017
Air Canada	Manager, System Deicing	2012-2013
LNT Solutions	Manager, National Sales (Canada/USA)	2011-2012
Servisair	Manager, Deicing Operations	2004-2011
Servisair	Manager, Airport Operations	2000-2004

PROJECT EXPERIENCE

- ➔ Government of Nunavut, Safety Management System (SMS) & Quality Assurance Program (QAP) (2017-present). Project Manager responsible for the development and implementation of a SMS and QAP for twenty-four airports owned and operated by the Government of Nunavut. Project development included site-inspection of all airports to assess airport infrastructure, regulatory compliance per TP312 and operational programs. Project execution involves managing a team of SMS professionals in Winnipeg who remotely administer and manage daily activities associated with the SMS and QAP program including hazard event reporting, risk assessment and reporting.
- ➔ Successfully launched the Central De-Icing Facility in Winnipeg. Created professional relationships and partners included management of a capital and operational budget exceeding 3 million dollars per year. Developed and implemented the 3rd Transport Canada approved deicing facility in Canada behind Toronto and Montreal. Provided CDF and deicing guidance to Transport Canada Prairie and West Regional Inspectors and Superintendents.
- ➔ Developed and implemented a new air carrier deicing manual, training and auditing program to be delivered throughout the air carrier's global stations (domestic and international stations). The programs were developed to be in-line with deicing regulations and globally accepted "Best Practices".
- ➔ Multiple ground handling station start ups ranging from new airport operations to new air carrier contracts in Canada and the United States. Supported the company in the form of operational support and auditing.

Trevor Zemliduk



PRESENTATIONS

- ➔ Zemliduk, Trevor. "Safety Management Systems". AMCO Annual General Convention, Kenora, ON October 2018
- ➔ Zemliduk, Trevor. Winnipeg successes and challenges-Canadian Airports CDF "Best Practices", Transport Canada, Montreal, QC, June 2010
- ➔ Zemliduk, Trevor. "Cold Weather Challenges in a CDF Operation". SAE G12, San Francisco, CA. May 2010
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, San Francisco, CA. May 2010
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, Berlin, Germany. May 2009
- ➔ Zemliduk, Trevor. "Year in Review – YWG Central Deicing Facility Operations". SAE G12 Facilities, Charleston, NC. May 2008

Appendix D

Statutory Declaration

STATUTORY DECLARATION

In submitting this proposal, I/We, on behalf of WINNIPEG AIRPORT SERVICES CORP.
 Legal Name of Company

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) U the *Occupational Health and Safety Act*, R.S.O. 1990, c.0 .1, as amended, (the "OHSA").
- (b) With respect to the services being offered in this proposal, I/We and our proposed sub-contractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all of the "employer" obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) provide information and instruction to all employees to ensure they are informed of the hazards inherent in the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required under the OHSA.

Dated at WINNIPEG, MB this 16th day of SEPTEMBER 2019.


 (Authorized signing agent for the Firm)

DIRECTOR, AIRPORTS
 (Title)

204-515-1012.
 (Telephone Number)

Appendix E

Sample Contract Agreement

APPENDIX B
CONTRACT PRICE AND REIMBURSABLE EXPENSES

Appendix B
Professional Fee Estimate Summary

	JPL \$115/HR	TZ \$85/HR	SMS Tech \$65/HR	Total (Hrs)	Total Cost
Phase I: Planning the Audit					
Task 1 – Project Initiation	1.0	1.0	2.0	4.0	\$330.00
Task 2 – Audit Preparation	--	2.0	2.0	4.0	\$300.00
Phase II: Conducting the Audit					
Task 3 – Document Review	1.0	2.0	8.0	11.0	\$805.00
Task 4 – Audit Execution	--	12.0	12.0	24.0	\$1,800.00
Phase III: Audit Reports					
Task 5 – Reporting	--	2.0	4.0	6.0	\$430.00
Task 6 – Development of CAPs	N/C	N/C	N/C	N/C	--
Task 7 – Project Close Out	1.0	1.0	2.0	4.0	\$330.00
Sub-Total Professional Fees	3.0	20.0	30.0	53.0	\$3,995.00
Disbursements (Estimated)					
Travel (Meals & Accommodation)					\$990.00
Sub-Total Disbursements					\$990.00
Total					\$4,985.00

Notes:

1. Fixed professional fees.
2. Audit team anticipated to spend approximately two days on-site. Travel time will not be invoiced.
3. All disbursements are estimated and will be charged as incurred, without administrative markup.
4. SMS Tech is a blended rate of Airport Regulatory Programs Coordinator(s) and Airport Regulatory Programs Auditor(s)
5. It is proposed that two staff will be on-site during the audit.
6. All fees excluding applicable taxes.

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

BY-LAW NO.

(Being a By-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision.)

WHEREAS pursuant to the provisions of s. 50(4) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the “Act”), the council of a local municipality may by by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of s. 50(3) of the Act;

AND WHEREAS plan of subdivision Plan M94 has been registered for eight years or more;

AND WHEREAS the Council of the Municipality desires to designate and deem part of Plan M94, namely, Lots 116 and 117 thereon (Lots 116 and 117 are in this By-law sometimes referred to collectively as the “Lots” or “That Part of Plan M94”), not to be a registered plan of subdivision for purposes of s. 50(3) of the Act.

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

1. Part of Plan M94, namely, the Lots, shall be and are hereby designated under s. 50(4) of the Act and That Part of Plan M94 (namely, the Lots) shall be deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Act.
2. This By-law shall take effect upon the passing thereof subject to s. 50(28) of the Act.

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

J. Caul, Mayor

E. Slomke, Clerk

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

BY-LAW NO.

(Being a By-law designating and deeming a certain plan of subdivision, or part thereof, not to be a registered plan of subdivision.)

WHEREAS pursuant to the provisions of s. 50(4) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the “Act”), the council of a local municipality may by by-law designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of s. 50(3) of the Act;

AND WHEREAS plan of subdivision Plan M74 has been registered for eight years or more;

AND WHEREAS the Council of the Municipality desires to designate and deem part of Plan M74, namely, Lot 20 Blk 11 Plan M74, Lot 21 Blk 11 Plan M74, Lot 22 Blk 11 Plan M74, and Lot 23 Blk 11 Plan M74 (said Lots 20, 21, 22, and 23 are in this By-law sometimes referred to collectively as the “Lots”, or “That Part of Plan M74”), not to be a registered plan of subdivision for purposes of s. 50(3) of the Act.

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

- 1. Part of Plan M74, namely, the Lots, shall be and are hereby designated under s. 50(4) of the Act and That Part of Plan M74 (namely, the Lots) shall be deemed not to be a registered plan of subdivision for the purposes of Section 50(3) of the Act.
- 2. This By-law shall take effect upon the passing thereof subject to s. 50(28) of the Act.

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

J. Caul, Mayor

E. Slomke,

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

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

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

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

AND WHEREAS Council of the Town of Fort Frances at its meeting held October 28, 2019 approved the report from C. Vangel, CBO / Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 1000 McIrvine Road as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as 1000 McIrvine Road, Fort Frances (PCL 39-1 SEC SM211; FIRSTLY PT LT 38 PL SM211 MCIRVINE PARTS 24 & 25, 48R1765; SECONDLY LT 39 PL SM211 MCIRVINE PARTS 26 & 27, 48R1765 EXCEPT A31441; FORT FRANCES) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule ‘A’ attached hereto between Gardewine and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

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

J. Caul, MAYOR

E. Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2019.

B E T W E E N:

(the "Owner")

- and -

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

WHEREAS:

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

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as 1000 McIrvine Road North more particularly described in **Schedule 1** attached hereto.

Schedules

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

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Definitions

3. In this Agreement:

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

The Owner shall, further:

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

Terms and Conditions - General

4. The Owner:

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

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

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

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

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

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

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

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5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
 - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
 - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
 - (c) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
 - (d) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
 - (e) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
 - (f) All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
 - (g) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
 - (h) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
 - (i) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
 - (j) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
 - (k) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
 - (l) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
 - (m) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.
 - (n) To design, obtain approval in respect of, construct, install, and maintain, in accordance with all design and approval requirements of all authorities having jurisdiction and the Plans and Drawings, proper water, sewer, and drainage, systems and facilities, and to indemnify and save harmless the Municipality from actions, claims and suits whatsoever, which may arise out of the implementation or lack of maintenance thereof.
 - (o) To implement and monitor on-site sediment and erosion control measures during construction of the Proposed Development, to the satisfaction of the Municipality and to allow the Municipality and its employees and agents, in perpetuity, access to the Lands to inspect roof drains, inlet control devices, and water and sewer management facilities.

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

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construct, and maintain any and all such Works)

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

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

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

Terms and Conditions - Other

9. The Owner acknowledges and confirms that, to the best of their knowledge and belief, there are no conditions known to them or any of them of or relating to the Lands (whether or not objected to by any authority with jurisdiction with respect to the same) which would adversely interfere with or derogate from, the uses to which Lands are presently put or the uses to which the Owner proposes to put the Lands, including, without limitation, the existence of any environmental hazard or other substance, material or contaminant of the soil or groundwater or any constituent element thereof causing or which would cause environmental contamination or concern.
10. (a) The Owner covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands, namely:
 - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Proposed Development; and
 - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
 - (A) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands;
 - (B) concrete driveway approaches as shown on the Plans and Drawings; and
 - (C) hydro-electric power, gas, telephone, and other public utility requirements for the Proposed Development.
- (b) The Owner acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Proposed Development proposed hereunder could not be accommodated without the existence of such Works.
- (c) The Owner covenants and agrees to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner. The Owner guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other

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remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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

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

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

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

Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

- (a) pay to the Municipality, forthwith upon request by the Municipality, for any and all costs and expenses whatsoever of and incurred by the Municipality with regard to the application, the preparation of this Agreement, any other matter or thing relating to the Agreement, and the registration of this Agreement against title to the Lands, and including, without limitation, all legal/lawyers fees and disbursements, engineers/engineering fees and disbursements, planning/planners fees and disbursements, Municipal staff time, notice, application, advertising, postage, court, land titles, mileage, material, HST as applicable, and any other costs and charges in any way related to the application or this Agreement;
- (b) pay any outstanding taxes (including arrears, interest and penalties) and local improvement charges; and
- (c) pay to the Municipality the Municipality's building permit fee and any other fees and otherwise payable pursuant to the Municipality's User Fees By-law.

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Works, matter, or thing required to be done, observed, or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Works, matter, or thing remaining to be carried out, observed, or performed by the Owner pursuant to this Agreement, the Municipality:
 - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, or thing is satisfactorily completed and the Municipality has

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sufficient Letter of Credit to ensure that such work, matter, and thing will be completed; and

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

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Administration

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

Dan LaCasse
Director of Maintenance (Gardewine)
60 Eagle Drive
Winnipeg, Manitoba
R2R 1V5

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

- (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
16. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall be registered upon title to the Lands at the sole cost and expense of the Owner. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to the application and this Agreement.
17. The Owner covenants and agrees, at its own expense, to obtain and register such documentation (collectively, the "Subordination and Postponement Documentation") from its mortgagees, lessees, and encumbrancers and other Persons interested therein or with respect thereto as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Lands to the interest of the Municipality in order to ensure that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee, lessees, and encumbrancers and other Persons interested therein their interest in the Lands. The Subordination and Postponement Documentation shall be registered on title to the lands immediately after the registration of this Agreement.
18. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act.
19. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices, or other policies or laws and regulations established by any other authority having jurisdiction.
20. If the Proposed Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies, or other charges paid by the Owner pursuant to this Agreement.
21. (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
- (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).

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

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

per _____
Name:
Title:

per _____
Name:
Title:

We have authority to bind the corporation

The Corporation of the Town of Fort Frances

per _____
Name: J. Caul,
Title: Mayor

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

We have authority to bind the Municipality

DRAFT

Schedule 1

Legal Description of Lands

PCL 39-1 SEC SM211; FIRSTLY PT LT 38 PL SM211 MCIRVINE PARTS 24 & 25, 48R1765; SECONDLY LT 39 PL SM211 MCIRVINE PARTS 26 & 27, 48R1765 EXCEPT A31441; FORT FRANCES

DRAFT

Schedule 2

Solicitor’s Certificate of Ownership

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

I, _____, a Solicitor of Ontario, do hereby certify that _____ is the sole registered and beneficial owners in fee simple of the lands and premises legally described as _____

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

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

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

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

Solicitor for the Owner

DRAFT

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Schedule 3

Schedule of Financial Obligations of the Owner

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

Schedule 4

List of Plans and Drawings
(Appendix 'A')

SP1 Site Plan and Key Plan - Saulteaux Consulting & Engineering dated 19/01/25
Sheet No. 1 Foundation Plan, Floor Plan, Details - Saulteaux Consulting & Engineering dated 19/01/25
Sheet No. 2 Elevations, General Notes, OBC Matrix - Saulteaux Consulting & Engineering dated 19/01/25
Sheet No. 3 Building Section and Door Schedule - Saulteaux Consulting & Engineering dated 19/01/25
Steel Building Drawing Package – U-Build Steel Buildings dated 19/10/07

**Changes or additional plans and drawings must be submitted to the Municipality for approval. Once approval is granted by the Municipality, the listing of Schedule 4 will be amended.

DRAFT

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Schedule 5

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	5% of \$340,000.00 = \$17,000.00
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** If project value changes, then Letter of Credit value will be amended accordingly.

DRAFT

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

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

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(Being a by-law to authorize entering into an agreement with George Armstrong Co. Limited with respect to the purchase of certain lands)

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, (the "Act") at section 9, provides that "a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act";

AND WHEREAS the Act, at section 10, subsection (1), provides that "a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public".

AND WHEREAS the Act, at section 10, subsection (2), provides that a single-tier municipality may pass by-laws respecting matters including public assets acquired for the purpose of exercising its authority under this or any other Act; economic, social and environmental well-being of the municipality; and services and things that the municipality is authorized to provide under subsection (1).

AND WHEREAS on November 12th, Council approved a report from the CAO and gave direction to proceed with the purchase of certain land from George Armstrong Co. Limited for future use.

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

1. That the Agreement of Purchase and Sale with George Armstrong Co. Limited said document 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 9th day of December 2019.

J. Caul, Mayor

E. Slomke, Clerk

AGREEMENT OF PURCHASE AND SALE

BUYER, The Corporation of the Town of Fort Frances agrees to purchase from
(Full legal names of all Buyers)

SELLER, George Armstrong Co. Limited, the following
(Full legal names of all Sellers)

REAL PROPERTY (the "property"), namely, the property:

legally described as Pcl 18178 Sec Rainy River; Pt Sec 30 McIrvine as in SLT76011; Fort Frances (PIN 56016-0034) containing 4.96 acres more or less

PURCHASE PRICE (the "purchase price"): Forty Two Thousand Four Hundred Twenty Six Dollars and Eighty Three Cents (\$Cdn 42,426.83)

DEPOSIT:

Buyer submits (upon acceptance.) Nil (\$Cdn \$Nil)
(Herewith/Upon acceptance)

by negotiable cheque payable to the solicitor for the Seller to be held in trust without interest pending completion or other termination of this Agreement of Purchase and Sale (the "Agreement") and to be credited toward the purchase price on completion. Buyer agrees to pay the balance of the purchase price to the Seller, subject to increase or decrease by virtue of adjustments, on closing.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by the Buyer until 4 p.m. on the 6th day of December, 2019, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.
2. **COMPLETION DATE:** This Agreement shall be completed on or before 4:30 p.m. on the 19th day of December, 2019 (herein sometimes referred to as the "closing date" or the "completion date"). Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
3. **FIXTURES EXCLUDED:** None.
4. **CHATELS INCLUDED:** None.
5. **RENTAL ITEMS:** The following equipment is rented and not included in the purchase price. The Buyer agrees to assume the rental contract(s), if assumable: None.
6. **FACSIMILE/EMAIL:** This Agreement may be accepted and/or amended by facsimile or scanned electronic transmission, and any amendments and/or signatures and/or initials, and/or otherwise done by or via facsimile or scanned electronic transmission shall be good and valid as if original.
7. **HST:** The Purchase Price does not include Harmonized Sales Tax ("HST") and, if this transaction is subject to HST, then applicable HST shall be in addition to the Purchase Price, and HST shall be collected and remitted in accordance with the applicable legislation, provided that no HST will be collected if Buyer is an HST registrant and agrees to self-assess for any such exigible amount and provides the Seller with an undertaking and indemnity to this effect. If the sale of the property is not subject to HST, Seller agrees to

certify on or before closing that the sale of the property is not subject to HST.

8. **TITLE SEARCH:** Buyer shall be allowed until closing (Requisition Date) to examine the title to the property at his own expense to satisfy themselves that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Light Industrial) may be lawfully continued, and that the building(s) thereon may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the

applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Buyer, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the purchase price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company or Credit Union.
21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this

transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

22. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building, structure, or improvement in or on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building, structure, or improvement in or on the property contains or has ever contained asbestos, PCB's and/or insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
23. **AGREEMENT IN WRITING:** For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
24. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated at Fort Frances, Ontario this day of December, 2019.

IN WITNESS whereof I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED

in the presence of:

The Corporation of the Town of
Fort Frances

_____ per: _____ * Date _____
Witness June Caul, Mayor

_____ per: _____ * Date _____
Witness Elizabeth Slomke, Clerk

I/we have authority to bind the Town.

I, the Undersigned Seller, agree to the above Offer.

Dated at Fort Frances, Ontario this day of December, 2019.

IN WITNESS whereof I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED

in the presence of:

George Armstrong Co. Limited

_____ per: _____ * Date _____
Witness , President

_____ per: _____ * Date _____
 Witness , Secretary

I/we have authority to bind the Corporation.

SPOUSAL CONSENT: The undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... * DATE
 (Witness) (Spouse) (Seal)

I acknowledge receipt of my signed copy of
 this accepted Agreement of Purchase and
 Sale.

..... DATE
 (Seller)

..... DATE
 (Seller)

Address for Service:

..... Tel. No. (...)

Seller's Lawyer

Address

(...)
 Tel. No. Fax No.

I acknowledge receipt of my signed copy of
 this accepted Agreement of Purchase and
 Sale.

..... DATE
 (Buyer)

..... DATE
 (Buyer)

Address for Service:

..... Tel. No. (...)

Buyer's Lawyer

Address

(...)
 Tel. No. Fax No.

TOWN OF FORT FRANCES

BY-LAW NO. xx/19

(BEING a by-law to impose certain user fees)

WHEREAS on November 25th, 2019 and December 9th, 2019, Council approved increases to certain user fees to be in effect January 1, 2020 and directed that this by-law be prepared to adopt the schedule of 2020 fees.

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

1. That Town of Fort Frances Schedule of Fees Index and Schedule of Fees attached hereto as Schedule “A” to this By-law be approved.
2. The fees and charges provided in Schedule “A” to this By-Law, as may be amended from time to time, shall prevail over any like fees that may be provided for in any other By-Law enacted by Council for the Town of Fort Frances.

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 December 2019.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES
BY-LAW NO. --/19
2020 SCHEDULE OF FEES

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**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "A"**

All Rates are effective January 1, 2020, unless otherwise noted.
HST is noted per line or per section as applicable.

1.0 Administration and Finance Division

1.1 Licenses - Annual Fees (unless otherwise noted)

		2020	
		Resident	Non-Resident
1.1.1	Public Halls		
1.1.1.1	Public Halls - Limited	41.30	
1.1.1.2	Public Halls - Transfer of License - One Time Fee	20.70	
1.1.2	Taxi Driver	33.45	
1.1.3	Taxi/Chauffeur Operator's I.D. Card (New or Replacement)	15.25	
1.1.4	Taxi Owner's License		
1.1.4.1	For Each On-Street Taxi-Cab	413.85	
1.1.4.2	For Each Off-Street Taxi-Cab	154.20	
1.1.4.3	For Each Transfer of License - One Time	65.40	
1.1.5	Taxi Owner Business Licence	47.70	
1.1.6	Limousine Owner's License		
1.1.6.1	For Each Vehicle	130.70	
1.1.8	Business Licenses		
1.1.8.1	Adult Live Entertainment Parlours	469.05	
1.1.8.2	Auctioneer	47.70	169.10
1.1.8.3	Billiard Hall or Pool Tables (each Table)	47.70	
1.1.8.4	Bowling Alley (each Lane)	47.70	
1.1.8.5	Community Events	201.20	
1.1.8.6	Eating Establishments		
1.1.8.6.1	Restaurants	47.70	
1.1.8.6.2	Food Shops	47.70	
1.1.8.6.3	Groceries	47.70	
1.1.8.6.4	Bakery	47.70	
1.1.8.6.5	Meat Vendor	47.70	
1.1.8.6.6	Deli	47.70	
1.1.8.7	Hairstyling Shops	47.70	
1.1.8.8	Local Retailers (Retail Sales)	47.70	
1.1.8.9	Hawker & Peddler		
1.1.8.9.1	Hawker & Peddler Class 1 (day sales)	175.50	
1.1.8.9.2	Hawker & Peddler Class 1 - Each Additional Day	80.00	
1.1.8.9.3	Hawker & Peddler Class 2 (seasonal sales)	47.70	169.10
1.1.8.9.4	Hawker & Peddler Class 3 (door to door sales)	60.55	169.10
1.1.8.9.5	Hawker & Peddler Class 4 (door to door sales person)	60.55	169.10
1.1.8.9.6	Hawker & Peddler Class 5 (antique/collectible)	60.55	169.10
1.1.8.9.7	Hawker & Peddler Class 6 (craft shows)	60.55	169.10
1.1.8.9.8	Hawker & Peddler Class 7 (trade shows)	175.50	
1.1.8.9.9	Hawker & Peddler Class 7 - Each Additional Day	80.00	
1.1.8.9.10	Hawker & Peddler Class 8 (flea markets)	47.70	169.10
1.1.8.9.11	Hawker & Peddler Class 9 (general not including above)	47.70	169.10
1.1.8.10	Motor Vehicle Towing	47.70	169.10
1.1.8.11	Photographer	47.70	169.10
1.1.8.12	Places of Amusement	47.70	
1.1.8.13	Plumbing Contractors & Plumbers	47.70	469.75
1.1.8.14	Public Garage (automotive rental, sales, & service)		
1.1.8.14.1	Motor Vehicle Service Station	47.70	
1.1.8.14.2	Public Garage (see classes 1 - 7)	47.50	

SCHEDULE "A"

		2020	
		Resident	Non-Resident
1.1.8.15	Refreshment Vehicles	60.55	169.10
1.1.8.16	Mobile Food Vending	201.20	
1.1.8.17	Second Hand Dealers or Salvage Yard Operators	47.70	169.10
1.1.8.18	Tattoo Parlour, Body Piercing, Electrolysis	47.70	169.10
1.1.8.19	Laundries and Laundromats	47.70	
1.1.8.20	Newspapers and Magazines	175.50	
1.1.8.21	Old Gold and Silver Dealers	47.70	
1.1.8.22	Trades and Occupations	47.70	469.75
1.1.8.24	Pawnbroker	47.70	
1.1.8.25	Wholesale Fruit, Vegetables, etc.	47.70	188.35
1.1.8.25.1	Ontario Residents	47.70	188.35
1.1.8.26	Professions	47.70	169.10
1.1.8.27	Transient Traders		668.85
1.1.8.28	Transportation including bussing but excluding taxis	47.70	169.10
1.1.8.29	Hotel/Motel	47.70	
1.1.8.30	Business Licence Transfer Fee	27.25	
1.1.8.31	Show, Carnival, Circus, Etc.		
1.1.8.31.1	One Day or Less	166.80	
1.1.8.31.2	Each Additional Day	76.05	
1.1.8.32	Tobacconist	47.70	
1.2 Lottery Licenses - For Each License Issued			
1.2.1	Raffle Prize Value to \$50,000	3% of Prize Value	
1.2.2	Bingo Prize Value to \$5,500	3% of Prize Value	
1.2.3	Break Open Ticket	3% of Prize Value	
1.2.4	Bazaars - per license	5.00	
1.2.4.1	Bazaar - up to 3 wheels of fortune	10.00	per wheel
1.2.4.2	Bazaar Bingo Prize Value to \$500	3% of Prize Value	
1.2.4.3	Bazaar Raffle Prize Value to \$500	3% of Prize Value	
1.3 Other Charges			
1.3.1	Tax Certificate - Each One	64.45	
1.3.2	Duplicated Receipts - Each One	6.80	
1.3.3	History of Account Transactions		
1.3.4	Dishonoured Cheques - Each	33.80	
1.3.5	Photocopies		
1.3.5.1	Letter and Legal Size	0.60	
1.3.5.2	11" x 17"	1.15	
1.3.5.3	Certified as True Copy (per signature)	6.20	plus HST
1.3.6	Fax - Send/Receive		
1.3.6.1	First Page	2.55	
1.3.6.2	Each Additional	1.15	
1.3.7	Commissioning Oaths & Affidavits (plus HST)		
1.3.7.1	Completed Documents - One Signature	12.48	15.53
1.3.7.2	Per Signature/Initial where more than one signature is requested	6.19	7.79
1.3.8	Utility Bill Inserts	.09/item	
1.3.9	Vital Statistics Administration Fee		
1.3.9.1	Still Birth Registration	32.00	42.00
1.3.9.2	Death Registration	32.00	42.00

SCHEDULE "A"

		2020	
		Resident	Non-Resident
1.3.10	Marriage Licence/Ceremony		
1.3.10.1	Marriage Licence	140.00	140.00
1.3.10.2	Civil Marriage Ceremony	351.95	439.90
1.3.10.3	Civil Marriage Ceremony (After Office Hours at Civic Centre)	410.45	513.05
1.3.10.4	Civil Marriage Ceremony (Weekends other than at Civic Centre)	410.45	513.05
1.3.10.5	Marriage Ceremony Outside of Town * See Below	574.65	574.65
1.3.10.6	Attendance at Wedding Rehearsal * See Below	56.90	71.15
1.3.10.7	Renewal of Wedding Vows * See Below	Same fee as marriage services above less \$50.00	
	*Plus, where applicable, travel time and distance charges on a return basis as per Town Travel Policy		
1.3.11	Application for Closure of		
1.3.11.1	Road or Lane - Deposit	655.75	
1.3.11.2	On Completion of Closure	Actual Costs less Deposit	
1.3.11.3	Sale of Lane or Roadway Closed	1.00/sq. ft. or as directed by Council	
1.3.12	Utility Arrears Letter	34.70	
1.3.13	Committee Room Rental (External Groups)	59.10	
1.4 Tax Sale - Administrative Charges			
1.4.1	File Preparation, Searches, to completion tax arrears certificate	261.95	
1.4.2	Preparation & Registration of Tax Arrears Certificate	261.95	
1.4.3	Regulatory Sub-Searches	130.90	
1.4.4	Processing of First Notice	199.30	
1.4.5	Processing of Treasurer's Statutory Declaration re: 1st Notice	130.90	
1.4.6	Registration of Statutory Declaration	130.90	
1.4.7	Processing of Cancellation Certificate	130.90	
1.4.8	Registration of Cancellation Certificate	130.90	
1.4.9	Processing of Extension Agreement	261.95	
1.4.10	Processing Final Notice	199.30	
1.4.11	Processing Treasurer's Statutory Declaration re: Final Notice	130.90	
1.4.12	Sale process	261.95	
1.4.13	Legal Fees as they apply to any process	Actual Costs	
1.4.14	Mailing Costs as they apply to any process	Actual Costs	
1.4.15	Tax Sale Process by Agency	Actual Costs	

TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "B"

2020

All Rates are effective January 1, 2020, unless otherwise noted.
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2.1 Emergency Services

2.1.1 Administration

2.1.1.1	Copy of Fire Reports	75.15
2.1.1.2	Letter of Compliance or Approval for Properties	75.15
2.1.1.3	File Search, Written Report and Records on Properties	75.15
2.1.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	75.15

2.1.2 Property Inspection Request - by Owner or Business Operator (Plus HST)

2.1.2.1	Private Home Day Care Facilities (5 or less)	74.34
2.1.2.2	Licensed Day Care Centres (more than 5)	97.48
2.1.2.3	Special Care and Group Homes (3 or less)	74.34
2.1.2.4	Special Care and Group Homes (more than 3)	97.48
2.1.2.5	Inspections required by/for LCBO Licensing	132.92
2.1.2.6	Lodging House	74.34
2.1.2.7	Occupancy Load Calculation and Posting	97.48
2.1.2.8	Private Nursing Homes	132.92
2.1.2.9	Fire Inspections of Educational Institutions	N/C
2.1.2.9.1	Base Inspection	132.92
2.1.2.9.2	Each Classroom Additional	5.68
2.1.2.9.3	Portable Classrooms	74.34
2.1.2.10	Assembly Occupancies <60 persons	74.34
2.1.2.11	Assembly Occupancies >61 persons	74.34
2.1.2.12	Industrial/Commercial Single Tenant or Occupancy	132.92
2.1.2.13	Residential/Commercial - Multi Occupancy Complex	132.92
2.1.2.14	Residential/Apartment or Condominium Building	132.92
2.1.2.15	Office/Commercial Retrofit Inspections	132.92
2.1.2.16	Additional Inspection for incompleteness or initial follow-up	132.92
2.1.2.17	Inspection - All Properties	74.34

2.1.3 Special Occasions Inspections (Plus HST)

2.1.3.1	Mandated Fire Code inspection (tents/marquee)	74.34
2.1.3.2	Mandated Fire Code inspection (fireworks permits)	132.92
2.1.3.3	Public Vendors - Commercial Establishments	74.34
2.1.3.4	Public Vendors - Vendors from Outside Municipality	266.06
2.1.3.5	Public Vendors - Service Clubs	N/C
2.1.3.6	Misc. inspections not otherwise specified - per hour	74.34

2.1.4 Other Service Fees/Charges

2.1.4.1	Burning Permits - Residential 7 day	13.95
2.1.4.2	Burning Permits - Commercial/Industrial - each burn	128.90
2.1.4.3	Open Air Burning Violations	As per Part 1 Provincial Offences Act: Set Fine
	Extinguishing Fire where no permit obtained; out of control	MTO Prescribed Rates per apparatus plus 15% resident administration fee
2.1.4.4	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)	MTO Prescribed Rates per apparatus
2.1.4.5		

SCHEDULE "B"

		2020
2.1.4.6	Standby requests other than emergency response (per vehicle)	MTO Prescribed Rates per apparatus
2.1.4.7	Training Services - per hour	74.35 plus costs
2.1.4.8	Air Bottle Refills - other Fire Services	14.16 per bottle (Plus HST)
2.1.4.9	Air Bottle Refills - Scuba, Private, Provincial, Industry	19.91 per bottle (Plus HST)
2.1.4.10	Fire Service Training Outside Municipal Boundaries	74.35 per hour plus costs
2.1.4.11	Fire Service Fire Prevention Programs Outside Municipal Boundaries	74.35 per hour plus costs
2.1.4.12	Fire Service Administration Outside Municipal Boundaries	74.35 per hour plus costs
2.1.4.13	Fire Protection Outside Municipal Boundaries	As per Contract (Plus HST)
2.1.4.14	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee
	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee
2.1.4.15	Annual Fire Protection for Rusty Myers Flying Service/Nanicost Ltd.	12 hours @MTO Prescribed Rate (Plus HST)
2.1.4.16		
2.1.5	Emergency Services Response Calls	
2.1.5.1	Fire Response to Structural Fires	MTO Prescribed Rates per apparatus per hour and personnel rates per hour plus any costs to Fort Frances Fire & Rescue Service or the Town of Fort Frances for each and every call.
2.1.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	MTO Prescribed Rates per apparatus
2.1.5.3	Auto Extrication Services within the Rainy River District	MTO Prescribed Rates per apparatus
2.1.5.4	Motorized Vehicle Fires	N/C
2.1.5.5	False Alarms (1st & 2nd in a three month period)	N/C
2.1.5.6	Third False Alarm (after 3-call outs in a calendar year)	MTO Prescribed Rates per apparatus
2.1.5.7	For each Proceeding False Alarm (Within the Calendar Yr)	MTO Prescribed Rates per apparatus

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "C"**

All Rates are effective January 1, 2020, unless otherwise noted.
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		2020	
		Resident	Non-Resident
3.0 Planning & Development			
3.1 Building/Demolition Permits			
3.1.1	Garages, Accessory Use Buildings, Covered Decks	0.42/sq.ft.	
3.1.2	Uncovered Decks, Sheds, Temporary Structures	0.27/sq.ft.	
3.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)		
3.1.3.1	Main Floor	0.83/sq.ft.	
3.1.3.2	Basement	0.67/sq.ft.	
3.1.3.3	Each Additional Floor	0.42/sq.ft.	
3.1.4	All Other Construction/Demolition Not Conforming to the Above Fee Schedule		
3.1.4.1	1st \$1,000 of Value	56.65	
3.1.4.2	Each Additional \$1,000 of Value or Part Thereof	11.30	
3.1.4.3	Progress Reports	97.40	
3.1.4.4	Conditional Permit	257.90	
3.1.4.5	Re-Inspection Fee	97.40	
3.1.4.6	Special Call Out Services	Applicable Rates (Time & OH)	
3.2 Plumbing Inspection Fee			
3.2.1	Per Fixture	11.30	
3.3 Change of Use		86.50	
3.4 Residential Demolition		57.60	
3.5 Administration Fee			
3.5.1	Construction/Demolition Commenced Prior to Issuance of Building Permit	158.85	
		Greater of \$156.85 or 10% of Building or Demolition Permit Fee	
3.6 Transfer of Permit Fee		57.60	
3.7 Application for Deferral of Revocation		56.65	
3.8 Refund of Fees			
3.8.1	Permit Issued but Construction Not Commenced	50%	
3.8.2	Reduction of Refund for Each Field Inspection Performed After Issuance of Permit	5%	
3.9 Moving Permit Fees			
3.9.1	Single Trip	97.40	
3.9.2	Single Short Term Job	129.05	
3.9.3	Single Job - 6 Months	258.05	
3.9.4	Annual Permit	516.10	
3.10 Sign Permit Fee			
3.10.1	Permanent Sign Fee	64.50	
3.10.2	Mobile Sign - 30 Day Permit	11.75	
3.10.3	Mobile Sign - 90 Day Permit	29.35	
3.10.4	Mobile Sign - 180 Day Permit	58.55	
3.10.5	Annual Sign Fee (Signs on Town Property)	152.55	Per Year
3.11 Swimming Pool Fencing Permit Fee		79.45	

SCHEDULE "C"

			2020	
			Resident	Non-Resident
3.12	Animal Control			
3.12.1	3.12.1.1	Cat/Dog License - Spayed/Neutered	25.75	
	3.12.1.2	Cat/Dog License - Unspayed/Non-Neutered	37.95	
	3.12.1.3	Cat/Dog Lifetime Licence Spayed/Neutered/Microchip/Tattoo	20.85	
	3.12.1.4	Replacement for Lost Tag	19.00	
3.12.2	Impound Fee		83.50	
3.12.3	Protective Care Fee per day		21.00	
3.13	Private Parking Spaces (Rented)			
3.13.1	Annual Fee Each		600.00	
3.14	Portage Avenue Municipal Parking Lot			
3.14.1	Each Parking Space per Year		600.00	
3.14.2	Unreserved Parking Spaces - Daily		4.00	
3.15	Metered On-Street Parking		1.25	
3.15	Loading Zone - Annual Fee Each		600.00	
3.17	Church Loading Zone - Annual Fee Each		74.95	
3.18	Planning Fees			
3.18.1	Official Plan Amendment (Delegation of OPA approval January 1, 2017)		3,000.00	
3.18.2	Zoning By-Law Amendment		1,800.00	
3.18.3	Removal of "H" Symbol		1,200.00	
3.18.4	Temporary Use By-Law		1,200.00	
	3.18.4.1	Extension to Temporary Use By-Law	360.00	
3.18.5	Application for Subdivision/Condominium		3,000.00	
	3.18.5.1	Amendment to Subdivision/Condominium	600.00	
3.18.6	Consent (i.e. new lot, easement, lot addition, etc.)		58.65	
	3.18.6.1	Successive Applications (related property)	291.95	
	3.18.6.2	Additional Fee if easement, ROW included	291.95	
3.18.7	Minor Variance / Special Permission		322.55	
3.18.8	Acknowledgement, Undertaking & Indemnification		63.85	
3.18.9	Site Plan Agreement		1,034.10	
	3.18.9.1	Amendment to Site Plan Agreement	322.53	
3.18.10	Request for Property Information		64.50	
3.18.11	Encroachment Agreement or other land use agreement not listed elsewhere		387.00	
3.18.12	Validation of Title / Power of Sale		322.50	
3.18.13	Reschedule Public Meeting (at applicant's request) all planning applications		322.50	
3.18.14	Deeming By-Law (applies to second and successive lot)		64.50	
	Land Titles, Ontario Municipal Board, Planner's Fees			
3.18.15	if applicable, excessive staff time		Cost Recovery Basis	
	Solicitor Fees incurred by the Municipality related to any Planning matters within			
3.18.16	Section 2.18		Cost Recovery Basis	
	Pre-consultation fee pertaining to 3.18.1, 3.18.2, 3.18.3, 3.18.4, 3.18.5 & applied to			
3.18.17	applicable fee as noted upon receipt of completed application		10% of Applicable Fee	
3.18.18	Assign Property Address		64.50	
3.19	Daily Impoundment fee for vehicles, trailers, boats, etc.		101.70	

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "D"**

All Rates are effective January 1, 2020, unless otherwise noted.
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		2020	
		Resident	Non-Resident
4.0	Operations & Facilities		
4.1	Private Work		
4.1.1	Labour		
4.1.1.1	Regular Hourly Rate	45.10	56.38
4.1.1.2	Overtime Labour Rate	67.70	84.63
4.1.1.3	Double Overtime Labour Rate	90.20	112.75
4.1.2	Vehicle Rates		
4.1.2.1	All 1/2 tons, 3/4 tons, crew cabs, compacts & vans	23.50	29.38
4.1.2.2	V109 - Sand Truck	87.65	109.56
4.1.2.3	V110 - Dump/Plow Truck	40.35	50.44
4.1.2.4	V115 - Sander/Plow Truck	97.85	122.31
4.1.2.5	V122 - Tandem Truck	87.65	109.56
4.1.2.6	V121 - Tandem Truck	87.65	109.56
4.1.3	Equipment Rates - includes labour		
4.1.3.1	E205 & E207 Graders	119.20	149.00
4.1.3.2	E206 - Vacuum/Pressure Truck	253.10	316.38
4.1.3.3	E305 - Sidewalk Machine c/w any attachment	110.80	138.50
4.1.3.4	E309 - Hyundai Backhoe	136.00	170.00
4.1.3.5	E313 - Large Snow Blower & Loader	139.30	174.13
4.1.3.6	E318 - Cat 930H Loader	101.45	126.81
4.1.3.7	E315 - Loader Bobcat	96.60	120.75
4.1.3.8	E317 - Cat Loader	102.20	127.75
4.1.3.9	E321 - Loader/Backhoe	93.85	117.31
4.1.3.10	E597 - Ingersoll Rand Packer	124.55	155.69
4.1.3.11	E713 - Low Pressure Steamer w half ton truck	147.40	184.25
4.1.3.12	E726 - Rigid Drain Cleaning Machine w half ton truck	117.40	146.75
4.1.3.13	E816 - Street Sweeper	138.90	173.63
4.1.3.14	E830 - DBH Thawing Machine w 3/4 ton truck	174.20	217.75
4.1.3.15	E831 - Pulse De-Icer (Thawing Machine)	130.30	162.88
4.1.3.16	E838 - Air Compressor w 3/4 ton truck	101.65	127.06
4.1.4	Private Concrete Crossing or Sidewalk Replacement for Private Crossing		
4.1.4.1	Removal, Supply and Installation of Concrete Driveway per square ft.	19.60	per sq. ft.
4.1.4.2	Culvert	Cost Plus - Max \$176.95 per foot	
4.1.4.3	Removal of Concrete Driveway Crossing Only - per square ft.	6.50	per linear ft.
4.1.4.4	Removal of High-back Concrete Curb & Gutter and Replace with Low-back Concrete Curb & Gutter for New Driveway Crossing Installation - per linear ft.	41.00	per linear ft.
4.1.4.5	Removal of Low-back Driveway Concrete Curb & Gutter and Replace with High-back Concrete Curb & Gutter when Removing Driveway Crossing - per linear ft.	41.00	per linear ft.
4.1.5	Engineering Services - Minimum One Hour - by Customer Request		
4.1.5.1	Televising Sewer - Regular Hourly Rate	201.40	
4.1.5.2	Televising Sewer - Overtime Hourly Rate	403.30	
4.1.5.3	Tracing Water/Sewer - Regular Hourly Rate	134.30	
4.1.5.4	Tracing Water/Sewer - Overtime Hourly Rate	268.55	
4.1.5.5	Setting Lot Grade Only - Regular Hourly Rate (Per Lot Grade)	121.05	
4.1.5.6	Copying Blue prints (Each)	14.50	

SCHEDULE "D"

2020		
	Resident	Non-Resident
	5.25	per page
	4.15	per page
	3.15	per page
	6.10	
	12.15	
	30.40	
	1,216.55	
	304.20	
	304.20	
	</	

SCHEDULE "D"

		2020	
		Resident	Non-Resident
4.5.7	Aircraft De-icing		
4.5.7.1	Bearskin Airlines	47.00	
4.5.7.2	Other Aircraft *Plus Cost of Fluid	67.10	
4.5.8	General Terminal Fees		
4.5.8.1	0 - 9 seats	18.75	
4.5.8.2	10 - 15 seats	21.50	
4.5.8.3	16 - 25 seats	33.55	
4.5.9	Passenger Facility Charge		
4.5.9.1	Per Person Enplaning	11.70	
4.5.10	Airport Improvement Fee		
4.5.10.1	Outbound Charters per Passenger embarking	11.70	
4.5.10.2	Commercial Charter Ramp Fee per Aircraft	14.95	
4.5.11	Callouts		
4.5.11.1	Callouts	169.15	
4.5.11.2	Overtime Labour Rate	67.70	
4.5.11.3	Double Time Labour Rate	90.20	
4.5.11.4	Loader with Operator	102.15	
4.5.11.5	Snow Blower or Sweeper attachment for Loader	37.90	
4.5.11.6	Sander/Plow Truck without Operator	97.90	
4.5.11.7	Winter Control Sand per Cubic Yard	27.35	
4.5.12	Aviation Charts		
4.5.12.1	Aviation Charts	Cost + 40%	
4.5.13	Car Parking Fees/day		
4.5.13.1	Daily Parking	8.40	
4.5.13.2	Monthly Parking Stall	111.60	
4.5.13.3	Yearly Parking Stall	1,227.75	
4.5.14	Land Lease Rates - Unserviced		
4.5.14.1	Private - per square meter plus applicable taxes	1.90	
4.5.14.2	Commercial - per square meter plus applicable taxes	2.85	
4.5.15	Advertising Signs		
4.5.15.1	Small Signs per year	118.50	
4.5.15.2	Large Signs per year	131.65	
4.5.15.3	Commercial Character Ramp Fee per Aircraft	14.95	
4.6	Cemetery User Fees - See Schedule "H"		
4.7	Parks - Effective January 1 (Plus Applicable Taxes)		
4.7.1	Equipment Rental Charges - Labour Not Included		
4.7.1.1	Mower, Riding	16.80	21.00
4.7.1.2	Portable Generator	8.05	10.06
4.7.1.3	Power Saw	8.05	10.06
4.7.1.4	Trailer - Large	13.40	16.75
4.7.1.5	Cement Mixer	13.40	16.75
4.7.2	Equipment Rental Charges - Labour Included		
4.7.2.1	Backhoe	80.55	100.69
4.7.2.2	4200 Tractor & Sweeper	56.40	70.50
4.7.2.3	Stumper (Chipper)	88.65	110.81
4.7.2.4	Snowplow - Ford	51.00	63.75
4.7.3	Point Park Camping Rates (Plus HST)		-
4.7.3.1	Full Hook-up - per night	32.08	40.10

SCHEDULE "D"

		2020	
		Resident	Non-Resident
4.7.3.2	Full Hook-up - per week	161.50	201.90
4.7.3.3	Full Hook-up - per 4 weeks	622.79	778.50
4.7.3.4	Camping Site - per night (Tenting Sites)	16.59	20.75
4.7.3.5	Camping Site - per week (Tenting Sites)	86.95	108.72
4.7.3.6	Camping Site - per month (Tenting Sites)	337.17	421.46
4.7.3.7	Cost for Utilities per day for Local First Nations Band Members (Couchiching, Naicatchewenin, Nicickousemenecaning & Mitaanjigamiing)	7.30	

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "E"**

4.2 Landfill Tipping Fees (No HST) - Effective January 1		2020
4.2.1	Flat Rate Period when Scale is not in operation	
4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars	18.00
4.2.1.2	Trucks include - Compact Trucks, Half Ton Trucks, Mid-size Trucks and Full size vans with no seats	22.10
4.2.1.3	Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a single axle trailer	31.55
4.2.1.4	Single Axle Trucks	102.20
4.2.1.5	Tandem Trucks and Trailers	255.45
4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers	306.55
4.2.2	Fees to be used when Scale is in operation.	
4.2.2.1	Minimum charge	18.00
4.2.2.2	Rate per Tonne	74.05
4.2.2.3	Weighing Vehicle Only	33.25
4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne	4.05
4.2.2.5	Car Tires - each	8.95
4.2.2.6	Truck Tires - up to and including 18 wheelers	20.85
4.2.2.7	Off Road Tires (anything over 18 wheelers)	104.35
4.2.2.8	Tires by the Tonne	521.20
4.2.2.9	Refrigeration Units Containing Refrigerant or no notification sticker affixed to the unit	43.45
4.2.3	Bag Tags	
4.2.3.1	Bag Tags each	2.25
4.2.4	Waste Management	
4.2.4.1	Monthly Environmental Fee per Water Account	5.00

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "F"**

	2020
4.3 Sewer & Water Installation - Effective January 1 - plus Applicable Taxes	
4.3.1 Installation and Termination - Per Trench	Cost Plus + 10% + Road Restoration
4.3.1.1 If water and sewer are in separate trenches or same trenches	
4.3.2 Terminations of Services	
4.3.2.1 Inspecting the termination prior to backfilling	47.60
4.3.3 Reconnection of Services	
4.3.3.1 Inspecting the reconnection prior to backfilling	47.60
4.3.3.2 Regular request to turn water on or off (maintenance)	47.60
4.3.3.3 Non-Maintenance Shut off for delinquent accounts - no HST	134.35
4.3.3.4 Non-Maintenance Turn on for delinquent accounts - no HST	134.35
4.3.4 Sale and Installation of Water Meters	
4.3.4.1 Any Size Meter	Cost Plus + 10%
4.3.5 Testing Backflow Devices	
5.0 Water & Sewer User Rates - Effective January 1	
5.1 Water User Rates - Monthly	
5.1.1 Flat Residential (un-metered)	44.00
5.1.2 Metered Non-Residential	
5.1.2.1 Metered rate after 36 cu. meters	3.03 cu meter
5.1.3 Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	59.85
5.1.3.1 8 cu. meters included in the minimum monthly bill for ICI	59.85
5.1.4 Metered - Industry/Commercial	1.67 cu meter
5.1.5 Metered - Institutional	1.93 cu meter
5.1.6 Private (Re: Dedicated) Hydrants	58.70 per unit
5.1.7 Private Sprinkler System	18.40 per system
5.1.8 Sale of Water from Fire Hydrant	28.45 cu meter
5.1.9 Water Meter Replacement	
5.1.9.1 ¾ inch or 20 mm diameter water meter	3.00 per meter
5.1.9.2 1 inch or 25.4 mm diameter water meter	3.25 per meter
5.1.9.3 1.5 inch or 38.1 mm diameter water meter	5.00 per meter
5.1.9.4 2 inch or 50.8 mm diameter water meter	15.00 per meter
5.1.9.5 3 inch or 76.2 mm diameter water meter	17.00 per meter
5.1.9.6 4 inch or 101.6 mm diameter water meter	22.50 per meter
5.1.9.7 6 inch or 152.4 mm diameter water meter	42.00 per meter
5.1.9.8 10 inch or 254 mm diameter water meter	70.00 per meter
5.2 Sewer User Rates - Monthly	
5.2.1 Flat Residential (un-metered)	41.05
5.2.2 Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	54.15
5.2.2.1 10 cu. meters included in the minimum monthly bill for ICI	
5.2.3 Metered Non-Resident	
5.2.3.1 Metered rate after 36 cu. meters	2.82 cu meter
5.2.5 Metered - Industry/Commercial	1.66 cu meter
5.2.6 Metered - Institutional	1.91 cu meter
5.3 Minimum Rate to Unplug Blockage in Sanitary Sewer Line	
5.3.1 During regular business hours (7:30 a.m. to 4:00 p.m. Monday thru Friday)	26.50
5.3.2 Overtime Hours	39.50
5.3.3 Statutory Holiday	53.00
5.4 Disposal of External Sewage into Town Collection System	19.75 cu. Meter

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "G"**

All Rates are effective January 1, 2020, unless otherwise noted.
HST is noted per line or per section as applicable.

6.0 Community Services		2020
6.1 Fort Frances Memorial Arena - Effective June 1 (Unless otherwise indicated)		
6.1.1 Rink Board/In-ice Advertising Rates (Plus HST)		<u>Annual</u>
6.1.1.1 One Rink		428.01
6.1.1.2 Both Rinks		721.24
6.1.1.3 In-Ice Advertising		1,074.96
6.1.1.4 Zamboni		1,196.24
6.1.2 Ice Surface Rentals (Plus HST)		
Prime Time - Opening to 8:00 A.M. Mon - Fri; 3:30 P.M. to Close. Mon - Fri; Opening to Close Saturday & Sunday		
6.1.2.1 Youth		103.41
6.1.2.2 Adult		155.22
*Non-Resident rate for hockey and figure skating programs		
Ice Surface Rentals (Plus HST)		
Non Prime Time - 8:00 A.M. to 3:30 P.M. Mon - Fri (Excluding Holidays, School Breaks & Tournaments)		
6.1.2.3 Youth		71.64
6.1.2.4 Adult		109.82
6.1.3 Summer Ice (Plus HST)		
6.1.3.1 Youth		124.29
6.1.3.2 Adult		185.97
6.1.4 Tournament (Plus HST)		
6.1.4.1 Youth		122.83
6.1.4.2 Adult		168.32
6.2 Pool/Fitness Centre - Memberships		
6.2.1 Adult (Plus HST)		
6.2.1.1 Annual		516.42
6.2.1.2 Six Months		335.71
6.2.1.3 Three Months		181.95
6.2.1.4 One Month		78.76
6.2.1.5 Daily		7.52
6.2.2 Student		
6.2.2.1 Annual		256.68
6.2.2.2 Six Months		173.43
6.2.2.3 Three Months		93.01
6.2.2.4 One Month		54.47
6.2.2.5 Daily		5.84
6.2.3 Child		
6.2.3.1 Annual		81.55
6.2.3.2 Daily		4.25
6.2.4 Family - Annual (Plus HST)		
6.2.4.1 Adult		516.42
6.2.4.2 Spouse		430.31
6.2.4.3 Student		221.28
6.2.4.4 Child		68.72
6.2.5 Senior (60 Years of Age or Older) (Plus HST)		
6.2.5.1 Annual		394.38
6.2.5.2 Six Month		256.46
6.2.5.3 Three Month		138.85
6.2.5.4 One Month		60.18
6.2.5.5 Daily		5.80

SCHEDULE "G"

6.2.6	Locker Fees	(Plus HST)	
6.2.6.1	Locker - 6 Months		46.28
6.2.6.2	Locker - Annual		69.56
6.2.6.3	Locker - 3 Months		31.59
6.3	Pool Rental Rates - Effective June 1 (Plus HST)		
6.3.1	Non-Profit Group rate (per hour)		103.67
6.3.2	6.3.2.1	Swim Club - contracted	75.31
	6.3.2.2	Additional Hours	88.05
6.3.3	One Lane		27.83
6.3.4	Lifeguard		20.84
6.3.5	6.3.5.1	One Guard Pool Rental	103.67
	6.3.5.2	Two Guard Pool Rental	124.29
	6.3.5.3	Three Guard Pool Rental	145.09
	6.3.5.4	Four Guard Pool Rental	165.71
	6.3.5.5	Five Guard Pool Rental	188.27
	6.3.5.6	One Instructor	104.87
6.4	Swimming Lesson Rates - June 1		
6.4.1	Red Cross Lessons (9)		75.40
6.4.2	Private Lessons per time		20.70
6.4.3	Lifesaving		83.05
6.4.4	Combo Class		85.80
6.4.5	Bronze Star		88.05
6.4.6	Bronze Medallion & Emergency First Aid Book		129.20
6.4.7	Bronze Cross & Standard First Aid		90.65
6.4.8	National Life Services	Market price	
6.4.9	Board of Education - 10 Lessons		48.95
6.4.10	Aquafit & Aerobics (Per Class) (Plus HST)		5.84
6.4.11	Senior Aquafit & Aerobics (Plus HST)		4.87
6.5	Auditorium (Plus HST)		
6.5.1	Base Rate/event		206.95
6.5.2	Hourly		45.84
6.5.3	Social/Wedding (incl. Kitchen)		452.43
6.5.4	Tournament Rate		323.54
6.5.5	Contracted (72% of Base Rate)		32.92
6.5.6	Kitchen Rate per Hour		45.80
6.6	East End Hall (Plus HST)		
6.6.1	Base Rate		97.39
6.6.2	Socials/Weddings		212.88
6.7	MSC Conference Meeting Rooms (Plus HST)		
6.7.1	Meeting		19.78
6.7.2	Daily Rate (Tournament/Special Event)		65.53
6.8	Arena Floors (no Ice) (Plus HST)		
6.8.1	Ice for Kids (600 people)		645.40
6.8.2	Ice for Kids (600 people) with Liquor License		850.71
6.8.3	Ice for Kids (up to 1200 people)		800.31
6.8.4	Ice for Kids (up to 1200 people) with Liquor License		1,006.81
6.8.5	52 Canadians (up to 600 people)		580.44
6.8.6	52 Canadians (up to 600 people) with Liquor License		760.93
6.8.7	52 Canadians (up to 1200 people)		719.25
6.8.8	52 Canadians (up to 1200 people) with Liquor License		900.00
6.8.9	Both Floors (up to 1800 people)		1,048.58
6.8.10	Both Floors (up to 1800 people) with Liquor License		1,397.88

SCHEDULE "G"

6.8.11	Both Floors (Maximum Capacity)	1,187.57
6.8.12	Both Floors (Maximum Capacity) with Liquor License	1,536.64
6.8.13	Exercise/short Program- half pad (Regular use contracted rate 72% of listed rate)	58.23
6.8.14	Exercise/short Program- full pad (Regular use contracted rate 72% of listed rate)	77.57
6.9	Ball Diamonds / Soccer Fields (Plus HST)	
6.9.1	Youth Soccer/ Baseball - Half field - Per Team	142.79
6.9.2	Youth Soccer - Full Field - Per Team	206.50
6.9.3	Adult Soccer - Per Team	335.71
6.9.4	Adult Slow Pitch - Per Team	387.26
6.9.5	Tournament - Youth - Per Team	39.47
6.9.6	Tournament - Adult - Per Team	51.90
6.9.7	Fastball	335.71
6.10	Other Courses and Services	
6.10.1	Babysitting Course	52.90
6.10.2	First Aid Course - 8 hour	101.95
6.10.3	First Aid Course - 13 hour	113.25
6.10.4	Manual	37.00
6.10.5	P.A. Day	38.10
6.10.6	P.A. Day Extra Child	33.45
6.10.7	Membership Cards Town	10.85
6.10.8	Recreator Ads - Users	163.20
6.10.9	Recreator Ads - Non Users	195.80
6.10.10	Non-resident Fee Winter Programs	
6.10.11	P Fit Class (High School Program)	16.20
6.10.12	Ice Paint Machine (Plus HST)	228.85
6.10.13	Bags of Ice (Plus HST)	2.57
6.11	Sorting Gap Marina (Plus HST)	
6.11.1	Sorting Gap - Slip Rental - Per Season	422.79
6.11.2	River Front - Slip Rental - Per Season	321.24
6.11.3	Daily (overnight)	10.40
6.11.4	Weekly	51.59
6.11.5	Launch Fees: Daily	8.10
6.11.6	Launch Fees: Seasonal	58.01
6.11.7	Launch Fees: Commercial	194.47
6.12	Summer Youth Program	
6.12.1	Rec-n-Crew	
6.12.1.1	Week	74.80
6.12.1.2	each additional child	68.40
6.12.1.3	early/late supervision 1st child	32.90
6.12.1.4	early/late supervision additional child	24.70
6.12.1.5	Extra Supervision - difficult child	32.90
6.12.1.6	Four Weeks	264.90
6.12.1.7	each additional child	258.20
6.12.1.8	Sunny Cove 3 nights 4 days camp	167.30
6.12.1.9	each additional child	147.15
6.12.1.10	5 day camp	127.80
6.12.1.11	each additional child	121.65
6.12.1.12	4 day camp	88.80
6.12.1.13	each additional child	82.70

SCHEDULE "G"

6.13 Townshend Theatre - June 30 (Plus HST)

6.13.1	Town Recreation Program		
6.13.1.1	Set up & Rehearsal	N/C	
6.13.1.2	First show in Run	N/C	+ \$1.50 Surtax
6.13.1.3	Second show same Day	N/C	+ \$1.50 Surtax
6.13.1.4	Next show same Run	N/C	+ \$1.50 Surtax
6.13.1.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax
6.13.1.6	*Cafeteria Rental with Performance	N/C	
6.13.2	Board of Education		
6.13.2.1	Set up & Rehearsal	N/C	
6.13.2.2	First show in Run	N/C	+ \$1.50 Surtax
6.13.2.3	Second show same Day	N/C	+ \$1.50 Surtax
6.13.2.4	Next show same Run	N/C	+ \$1.50 Surtax
6.13.2.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax
6.13.2.6	*Cafeteria Rental with Performance	N/C	
6.13.3	Community Theatre		
6.13.3.1	Set up & Rehearsal - 7 hours		153.76
6.13.3.2	First show in Run - 7 hours		301.68 + \$1.50 Surtax
6.13.3.3	Second show same Day - 12 hours		495.31 + \$1.50 Surtax
6.13.3.4	Next show same Run - 7 hours		301.68 + \$1.50 Surtax
6.13.3.5	Weekly Rate - Sunday to Sunday 6:00 p.m.		1,223.98 + \$1.50 Surtax
6.13.3.6	**Cafeteria Rental with Performance		113.85
6.13.3.7	**Cafeteria Rental with Performance - Alcohol served		227.79
6.13.4	Community Use - Religious Groups, Charitable Non-Profit, Music Festivals		
6.13.4.1	Set up & Rehearsal - 7 hours		153.76
6.13.4.2	First show in Run - 7 hours		301.68 + \$1.50 Surtax
6.13.4.3	Second show same Day - 12 hours		495.31 + \$1.50 Surtax
6.13.4.4	Next show same Run - 7 hours		301.68 + \$1.50 Surtax
6.13.4.5	Weekly Rate - Sunday to Sunday 6:00 p.m.		1,223.98 + \$1.50 Surtax
6.13.4.6	**Cafeteria Rental with Performance		113.85
	**Cafeteria Rental with Performance - Alcohol served		227.79
6.13.5	Commercial Use - Business, Dance Schools, Corporations, Political Rallies		
6.13.5.1	Set up & Rehearsal - 7 hours		227.79
6.13.5.2	First show in Run - 7 hours		455.40 + \$1.50 Surtax
6.13.5.3	Second show same Day - 12 hours		711.68 + \$1.50 Surtax
6.13.5.4	Next show same Run - 7 hours		455.40 + \$1.50 Surtax
6.13.6	Tech Fee		
6.13.6.1	Tech Fee (0 - 3 hours event)		53.72
6.13.6.2	Tech Fee (3 - 8 hours event)		80.62
6.13.6.3	Tech Fee (8+ hours event)		107.52
6.13.6.4	Tech Weekend Fee (Hourly Rate plus 1hr before and 1hr after event time)		43.01

6.14 Fort Frances Public Library

6.14.1	Sundry Revenue	
6.14.1.1	2.25 Pin	1.25
6.14.1.2	2.25 Magnet	2.75
6.14.1.3	1.25 Pin	1.00
6.14.1.4	1.25 Magnet	1.75
6.14.1.5	1.25 Zipper Pull	1.75
6.14.1.6	1.25 Hair Tie	1.75
6.14.1.7	3D Printing/hour	2.00
6.14.1.8	Vinyl Cutting	3.00

SCHEDULE "G"

6.14.2	Lost Books	
6.14.3	Used Book Sales (Plus 5% GST)	
6.14.3.1	Hardcover	1.90
6.14.3.2	Trade paperback	1.43
6.14.3.3	Paperback	0.95
6.14.3.4	Magazine	0.24
6.14.3.5	DVD/CD/Video Game	1.90
6.14.3.6	Audiobook	1.43
6.14.4	Photocopier (Plus HST)	
6.14.4.1	0-10 Pages	0.22
6.14.4.2	11-20 Pages	0.18
6.14.4.3	21-49 Pages	0.18
6.14.4.4	50+ Pages	0.18
6.14.4.5	Colour - Letter	0.88
6.14.4.6	Colour - Legal	1.02
6.14.4.7	Colour - Ledger	1.11
6.14.4.8	Fax - Domestic First Page	4.42
6.14.4.9	Fax - Domestic Additional Page	0.88
6.14.4.10	Fax - Overseas First Page	6.19
6.14.4.11	Fax - Domestic Additional Page	0.88
6.14.4.12	Receiving Fax - First Page	0.88
6.14.4.13	Receiving Fax - Additional Page	0.22
6.14.4.14	Laminating - 8.5x11	1.99
6.14.4.15	Laminating - Index Card Size	1.11
6.14.4.16	Large Brown Envelope	0.44
6.14.4.17	File Folder	0.44
6.14.4.18	Page Protector	0.44
6.14.5	Room Rental (Plus HST)	
6.14.5.1	Rental fee/hour	22.12
6.14.5.2	After hours/hour	30.97
6.14.5.3	Teleconferencing	35.40
6.14.5.4	Videoconferencing	75.22
6.14.5.5	Cancellation fee (within 24 hours)	50%
6.14.6	Sundry Revenue	
6.14.6.1	Programming - Children's	
6.14.6.2	Programming - Adult	
6.14.6.3	Santa Suit Rental	26.00
6.14.6.4	Proctoring	30.00
6.14.7	Non-Resident Fees	
6.14.7.1	Family (12 Months)	85.00
6.14.7.2	6 Months	50.00
6.14.7.3	1 Month	10.00
6.14.7.4	Individual (12 months)	60.00
6.14.7.5	Seniors Individual - 12 months (55+)	50.00
6.14.8	Late Fines	
6.14.8.1	Generic/day	0.25
6.14.8.2	Video/day	1.00
6.14.8.3	Video Game/day	3.50
6.14.8.4	Interlibrary Loan/day	1.00
6.14.8.5	Replacement Library Card	2.00
6.14.8.6	Damaged DVD Case	5.00
6.14.9	Donations	
6.14.9.1	Children's Birthday Book	20.00
6.14.9.2	Adult/YA Birthday Book	30.00
6.14.9.3	Large Print Birthday Book	40.00

SCHEDULE "G"

6.15 Fort Frances Museum**6.15.1 Research**

6.15.1.1	Access	10.30	
6.15.1.2	Staff - initial inquiry	16.70	
6.15.1.3	Additional time	41.65	per hour

6.15.2 Duplication

6.15.2.1	Handling	5.75	
6.15.2.2	Copying	0.65	per sheet
6.15.2.3	Digital copy	8.85	
6.15.2.4	Copy right fee for commercial uses - Photographing Artefacts	41.95	

6.15.3 Admission Victoria Day to Thanksgiving (Peak Season)

6.15.3.1	Special Events - Adult (Plus HST)	4.42	
6.15.3.2	Senior/Under 12 Fee	3.54	
6.15.3.3	Maximum Family Fee	13.27	

6.15.4 Rental (Plus HST)

6.15.4.1	Per Day	29.29	
6.15.4.2	Per Evening	17.70	
6.15.4.3	Court Yard	17.70	

6.16 Sunny Cove Camp - May 1 (Plus HST)

6.16.1.1	Daytime	608.72	
6.16.1.2	Overnight	1,099.16	
6.16.1.3	Meeting - Half day	81.59	
6.16.1.4	Meeting - Full Day	136.02	

6.17 Sister Kennedy Centre

6.17.1	Facility Rental Fee (Plus HST)	43.54	
6.17.2	Fitness Class- 1 day/week	10.40	
6.17.3	Fitness Class- 2 days/week	20.84	

6.18 Rainy Lake Market Square (Plus HST)

	Private events fenced in- by reservation- Invitation only- No public-not ticketed (eg. Weddings, social gatherings)	452.43	
6.18.1	For profit- by reservation (eg. Trade shows, car shows)		
	Casual use- no reservations (eg. Birthday parties and gatherings where the facility remains open to the public)	-	-
6.19.1	Non-profit- by reservation (eg. Fenced in ticketed events for community groups and charities)		

**TOWN OF FORT FRANCES
2020 SCHEDULE OF FEES BY-LAW --/19
SCHEDULE "H"**

CEMETERY OPERATOR: TOWN OF FORT FRANCES

CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE January 1st

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Travis Rob Operations and Facilities Manager 274-9893 - 900 Wright Avenue

A. PRICE LIST PER LOT

A.1 Adult Single Lot

lot Size: 5' x 10' or 50 Square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

And up to six (6) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

2020

Lot	284.69
Care & Maintenance	250.00
Sub-Total	<u>534.69</u>
HST	69.51
TOTAL	<u><u>604.20</u></u>

A.2 Adult Double Lot

lot Size: 10' x 10' or 100 Square feet

Four (4) Full Burials Allowed - Two (2) MUST be at extra depth (10')

And up to Twelve (12) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	566.50
Care & Maintenance	250.00
Sub-Total	<u>816.50</u>
HST	106.15
TOTAL	<u><u>922.65</u></u>

A.3 Child (8 years old or under)

lot Size: 3' x 2' or 6 Square feet

One (1) Full Burial Allowed plus two (2) cremations (depending on urn size)

side by side at foot only or One (1) cremation centred at head and up to

two (2) cremations (depending on urn size) side by side at foot only

Markers to be installed in accordance with the cemetery by-law

Lot	113.85
Care & Maintenance	150.00
Sub-Total	<u>263.85</u>
HST	34.30
TOTAL	<u><u>298.15</u></u>

SCHEDULE "H"

A.4 Cremation Lot

lot Size: 2' x 2' or 4 square feet

Up to Two (2) cremations (depending on size of urn)

Flat Markers only allowed on Cremation lots & No Flower Beds allowed due to size

Lot	85.40
Care & Maintenance	150.00
Sub-Total	<u>235.40</u>
HST	30.60
TOTAL	<u><u>266.00</u></u>

A.5 Veteran Lot

lot Size: 5' x 10' or 50 square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

or Two (2) cremations (depending on size of urn) MAXIMUM 2 INTERMENTS

VETERAN AND SPOUSE ONLY

No charge for Veteran - Interment of Spouse will be the responsibility of the family

B. UNIT PRICE PER INTERMENT**B.1 SUMMER - May 1 to October 31**

B.1.1 Adult Interment	810.13
HST	105.32
TOTAL	<u><u>915.45</u></u>

B.1.2 Adult with Vault	901.15
HST	117.15
TOTAL	<u><u>1,018.30</u></u>

B.1.3 Child (8 years old or under)	326.20
HST	42.41
TOTAL	<u><u>368.61</u></u>

B.1.4 Child (8 years old or under) with Vault	354.63
HST	46.10
TOTAL	<u><u>400.73</u></u>

B.1.5 Extra Depth 10 ft.	901.15
HST	117.15
TOTAL	<u><u>1,018.30</u></u>

B.1.6 Saturday (above rates +)	547.83
HST	71.22
TOTAL	<u><u>619.05</u></u>

B.1.7 Disinterment - above rates plus 150% and all applicable taxes**NOTE: All interments include the use of artificial grass and lowering devices**

SCHEDULE "H"

B. UNIT PRICE PER INTERMENT**B.2 WINTER - November 1st - April 30th**

B.2.1 Adult Interment	980.80
HST	127.50
TOTAL	<u>1,108.30</u>

B.2.2 Adult with Vault	1,071.95
HST	139.35
TOTAL	<u>1,211.30</u>

B.2.3 Child (8 years old or under)	468.50
HST	60.90
TOTAL	<u>529.40</u>

B.2.4 Child (8 years old or under) with Vault	559.56
HST	72.74
TOTAL	<u>632.30</u>

B.2.5 Extra Depth 10 ft.	1,167.83
HST	151.82
TOTAL	<u>1,319.65</u>

B.2.6 Saturday (above rates +)	547.83
HST	71.22
TOTAL	<u>619.05</u>

B.2.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS**May 1 to October 31- Only**

B.3.1 Cremation < 12" in diameter to Max. 24 inches	297.70
HST	38.70
TOTAL	<u>336.40</u>

B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter	468.50
HST	60.90
TOTAL	<u>529.40</u>

B.3.3 Cremains Placed in Private Marker/Monument Base	93.63
HST	12.17
TOTAL	<u>105.80</u>

B.3.4 Cremains placed in the ground at the same time as full burial interment	59.69
HST	7.76
TOTAL	<u>67.45</u>

B.3.5 Cremains placed in Monument Niche	73.89
HST	9.61
TOTAL	<u>83.50</u>

B.3.6 Disinterment - above rates plus 150% and all applicable taxes

SCHEDULE "H"

NOTE: All interments include the use of artificial grass and lowering equipment

C UNIT PRICE FOR A COLUMBARIUM NICHE

C.1 Top Two Rows	1,268.60	Purchase Price of Columbarium Niche includes
Care & Maintenance	190.29	Purchase of Double Niche
Sub-Total	1,458.89	Bronze Plaque and installation
HST	189.66	One Urn Placement or interment
TOTAL	1,648.55	
C.2 Middle Four Rows	1,563.95	Interior shelf space of a niche is 13" wide
Care & Maintenance	234.59	x 10" deep x 8" high, therefore urns to be
Sub-Total	1,798.54	placed in the columbarium can be no bigger
HST	233.81	than 6.5" wide x 10" deep x 8" high.
TOTAL	2,032.35	
C.3 Bottom Two Rows	1,047.02	
Care & Maintenance	157.05	
Sub-Total	1,204.07	
HST	156.53	
TOTAL	1,360.60	
C.4 2nd Urn Placement in Niche	160.80	
HST	20.90	
TOTAL	181.70	

D. UNIT PRICE FOR FLOWER CARE PER LOT

D.1 Special Care Single - Flowers	2,846.47	Single Special Care: The flower bed is
HST	370.03	centred to the monument 3 rows of 6 flowers
TOTAL	3,216.50	- 18 flowers
D.2 Special Care Double - Flowers	5,693.05	Double Special Care: is two (2) singles
HST	740.10	2 single beds are planted 3 rows x 6 = 18
TOTAL	6,433.15	flowers - 2 x 18 = 36 flowers
D.3 Annual Care - Adult - Flowers	227.74	Single Pillow: Exact same size as single but
HST	29.61	turned in such a way that the bed is wider
TOTAL	257.35	across the base 3 rows x 6 = 18 flowers
		Double Pillow: Is positioned along the base
		the same as a single pillow but is larger in
		in 4 rows x 6 = 24 flowers
D.4 Annual Care - Child - Flowers	85.35	Annual Care paid for and planted each year
HST	11.10	Special Care is paid for once and is planted
TOTAL	96.45	every year

E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)

For the Supply, Installation and Inspection of
Concrete Foundations for Upright Markers or
Monuments

\$ 0.30 per square inch
plus HST

Based on the exact size of the foundation. Where the square inches
are calculated by adding 6 inches to both the width and length of the
base of the Marker or Monument. The Town will only accepted
foundation orders from June 15th to September 15th of each year.

SCHEDULE "H"

F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER

For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$ 0.28 per square inch plus HST	Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the flat Marker . The Town will only accepted foundation orders from June 15th to September 15th of each year.
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G. CARE & MAINTENANCE FOR A FLAT MARKER OR UPRIGHT MONUMENT (MARKER)

G.1 Flat Markers that measure less than 1116.13 square centimetres or 173 sq. inches	0.00
G.2 Flat Markers that measure at Least 1,116.13 square centimetres or 173 sq. inches	50.00
G.3 Upright Monument that measure less than 1.22 meters or 4 feet in height and/or length including the base	100.00
G.4 Upright Monument measuring more than 1.22 meters or 4 feet in height and/or length including the base	200.00

H. MISCELLANEOUS CEMETERIES FEES

H.1 For non-residents customers the above list rates plus 40% mark-up and all applicable taxes		Note the only exception to applying the 40% increase for non- residents is care and maintenance fees for markers and lots, these rates are established under <i>the Funeral, Burial and Cremation Services Act, 2002</i> and regulations, as amended from time to time
H.2 Funeral Arriving before 9 am and after 3:00 pm	132.97	
HST	17.28	
TOTAL	150.25	
H.3 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change	115.81 per change	
HST	15.04	
TOTAL	130.85	
H.4 Rental of Artificial Grass for off-site interments	11.37 per off-site interment	
HST	1.48	
TOTAL	12.85	
H.6 Hourly labour per cemetery worker	45.13	
HST	5.87	
TOTAL	51.00	

General Notes:

- 1) Payment is due at the time of purchase - no financing options available
- 2) For any additional information or clarification , please feel free to contact the cemetery operator as per the contract information outlined at the top of each page of the current price list

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November 28, 2019

In This Issue

- Time to book your accommodations for AMO's 2020 AGM!
- ROMA Conference 2020 - Key deadlines.
- A barrier-free web solution for AMO members.
- The Journey Towards a Digital CRM Solution for AMO Members.
- Fleet Management webinar: Municipal Group Buying Program.
- Office Supplies webinar: Municipal Group Buying Program.
- Participate in energy training including a treasure hunt!
- ONE Investment - Holiday transaction schedule.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- Careers with AMO, Goderich, Durham Region and North Glengarry.

Eye on Events

The 2020 AMO Annual General Meeting and Conference will be held in Ottawa from August 16-19, 2020. AMO has arranged hotel accommodations for delegates at various hotels in downtown Ottawa. Guest rooms can only be booked as of Tuesday, **January 7, 2020 at 10:00 a.m.** Hotels have been instructed to decline reservations for AMO delegates until that time. Please [click here](#) to book your rooms and for all information on accommodations.

2020 ROMA Conference - please note key deadlines: Request for delegations with the government closes **December 2**; Hotel booking closes **December 6**; and pre-registration closes **January 16, 12:00 pm**.

A quality, accessible website is the face of your municipality and is important to engaging and serving residents effectively. As part of AMO's Digital Toolkit, we have partnered with eSolutions to offer members cost-effective website solutions that meet accessibility requirements. Join us on Thursday, December 12 from 3 pm to 4 pm EST for a [free webinar](#) where we will introduce our latest partner.

LAS

Learn how AMO [came to partner](#) with Frequency Foundry, our preferred partner for a digital citizen relationship management/online 3-1-1 solution.

Less than a week away! LAS is hosting a webinar on **December 3 @ 2pm** about the [Fleet Offering](#) under our [Group Buying Program](#). Enterprise Fleet Management will discuss their procurement options and available tools to optimize your fleet of 15+ vehicles. [Register here](#).

Did you know the LAS Group Buying program offers [Office supplies](#). Everything from pens to furniture, and coffee supplies to promotional materials. Join our webinar on **December 11 at 10am** to learn how you can take advantage of preferential pricing through Staples Business Advantage! [Register here](#).

Did you know that LAS and [TdS Dixon's](#) custom [Energy Training Workshops](#) include a treasure hunt? AND this training is eligible for up to 75% IESO incentives. Book your Spring 2020 Workshop now! Contact [Christian Tham](#) for more info.

ONE

Holiday Schedule Update: Please note, AMO Offices and Toronto Stock Exchange will have special hours during holidays. [Click here](#) to find detailed schedule for processing of ONE HISA Transactions and ONE (Portfolio) Transactions.

Municipal Wire*

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.

Director of Operations - Town of Goderich. To learn more about this leadership opportunity, please visit [Career Opportunities](#). Please email a cover letter and resume in one PDF document to goderichinfo@goderich.ca or, mail or drop off to the following address: Town of Goderich – Human Resources, 57 West Street, Goderich, Ontario, N7A 2K5. Application Deadline: 4:00 pm, December 6, 2019.

Program Coordinator - Climate Change (Job ID# 12369) - Durham Region. Reports to: Manager of Sustainability, Office of the Regional Chair & CAO. To learn more about this opportunity, please visit [Durham Region Job Postings](#) and apply directly to Job ID# 12369 no later than December 15, 2019.

Director of Public Works - Township of North Glengarry. Reports to: Chief Administrative Officer. A copy of the draft job description and this ad can be found on the [Township's website](#). Resumes will be accepted in strict confidence through email until 4:30 pm, Thursday, December 19, 2019 to cao@northglengarry.ca.

About AMO

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

AMO Contacts

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[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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December 5, 2019

In This Issue

- MPAC in focus on latest AMO podcast.
- AMO-Frequency Foundry partnership - webinar recording.
- WSIB's new premium Rate Model for Schedule 1 Municipalities.
- A barrier-free web solution for AMO members.
- Social media webinar series.
- Office Supplies webinar: Municipal Group Buying Program.
- ONE Investment - Holiday transaction schedule.
- Timmins resolution concerning Conservation Authorities.
- Municipal health and safety compliance.
- Save 15% off Deluxe Canada products.
- Careers with OPS, Caledon, Haldimand County, The Blue Mountains and AMO.

AMO Matters

In the latest AMO ON Topic podcast, Brian Rosborough is joined by MPAC's Carmelo Lipsi and Chris Rickett to discuss MPAC's collaborative approach in supporting Ontario's municipalities. Listen wherever you get your podcasts, or on the [AMO ON Topic website](#).

On November 28, AMO and Frequency Foundry introduced the partnership and demonstrated [Signal](#), a digital CRM/online 3-1-1 solution available to members. Implementing Signal will allow staff to manage and resolve 3-1-1 requests and allow citizens to track requests. Staff will also benefit from dashboards, analytics, and other customer service features. Visit [our webpage](#) for more information.

Provincial Matters

As of January 1, 2020, the WSIB is introducing a [new way of setting premium rates](#) for almost 300,000 businesses across Ontario, including Schedule 1 Municipalities. [Connect](#) with WSIB if you have any questions about their new Rate Framework.

Eye on Events

A quality, accessible website is the face of your municipality and is important to engaging and serving residents effectively. As part of AMO's Digital Toolkit, we have partnered with eSolutions to offer members cost-effective website solutions that meet accessibility requirements. Join us on Thursday, **December 12 from 3 pm to 4 pm EST** for a [free webinar](#) where we will introduce our latest partner.

AMO's Social Media webinar series is back by popular demand! Elected officials live in the spotlight making effective communication essential. With the rise of social media and decline of local news, the communications landscape has changed. These 1 hour lunch & learn workshops will help promote good news, manage issues professionally, and leverage traditional and social media. [Register now](#) for 1 or all 4 webinars, designed to help you navigate social media more effectively and safely.

LAS

The LAS [Municipal Group Buying Program](#) can help you save money on your [office supplies](#). Join us and Staples Business Advantage on **December 11 at 10am** to learn how to save money on everything from pens to furniture and coffee supplies. [Register here](#).

ONE Investment

Holiday Schedule Update: Please note, AMO Offices and Toronto Stock Exchange will have special hours during holidays. [Click here](#) to find detailed schedule for processing of ONE HISA Transactions and ONE (Portfolio) Transactions.

Municipal Wire*

The City of Timmins [resolution](#) supports continuation of the programs and services of the Mattagami Region Conservation Authority (MRCA), and requests the Ministry of Environment, Conservation and Parks to recognize the strong and positive provincial role Conservation Authorities (CA's) play in flood risk reduction programs and reinstate funding to the CA's of Ontario.

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

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Careers

[Assistant Deputy Minister, Municipal Services Division - Ministry of Municipal Affairs and Housing](#). As the Assistant Deputy Minister of Municipal Services Division, you will lead the operations division on matters related to municipal land-use planning, municipal finance, municipal governance, housing, disaster recovery and Ontario's Building Code. Please [apply online](#), only, by Friday, December 6, 2019.

[Assistant Deputy Minister, Local Government and Planning Policy - Ministry of Municipal Affairs and Housing](#). As the Assistant Deputy Minister (ADM) of Local Government and Planning Policy you will lead a division responsible for the development and implementation of policy, program and legislation for local government finance, governance and land use planning. The ADM is responsible for leading the ministry's partnerships with the municipal sector. Please [apply online](#), only, by Friday, December 6, 2019.

[Chief Administrative Officer – Town of Caledon](#). To apply for this extraordinary leadership opportunity in confidence, please submit a detailed resume to Town of Caledon at CaledonCAOrecruitment@caledon.ca. A complete position description is available at [Caledon Careers](#). Application Deadline: 4:30 p.m., Friday, January 3, 2020.

[Supervisor, Risk Management & Legal Services - Haldimand County](#). Permanent Full-Time. Those who are interested in applying for this position must submit a resume and covering letter as appropriate in confidence to careers@haldimandcounty.on.ca by Thursday, December 12, 2019, 4:30 p.m.

[Director, Legislative Services - Town of The Blue Mountains](#). Reports to: Chief Administrative Officer. A detailed job description and instructions on how to apply are available on the Town's website under Town Hall - [Employment Opportunities](#). The submission deadline for applications is 4:30 p.m. on Friday, January 3, 2020.

[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.

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AMO Policy Update



November 29, 2019

November 29th AMO Board Highlights

AMO President Jamie McGarvey created a [video overview](#) of today's AMO Board meeting.

Flood Advisor's Report

The Board received preliminary highlights on the Flood Advisor's report. While there are many recommendations that touch on municipal operations, it is expected that they will likely not create new municipal costs. There is a strong focus on stormwater management, promoting green infrastructure, improved floodplain mapping and avoiding construction on floodplains. Many of the recommendations reflect previous AMO asks regarding adequate funding to infrastructure programs and provincial support for robust prevention and response.

- Craig Reid, Senior Advisor creid@amo.on.ca and Cathie Brown, Senior Advisor cathiebrown@amo.on.ca

Public Health and EMS modernization consultations

AMO will be very active in the current Public Health and EMS modernization consultations. Staff are reviewing the Ministry of Health discussion papers and associated questions. The AMO Health Task Force will be meeting with Jim Pine, Municipal Advisor, and Ministry officials in January. The AMO Board will be considering its response at its January 31st Board Meeting.

- Monika Turner, AMO Policy Director, mturner@amo.on.ca and Michael Jacek, Senior Advisor, mjacek@amo.on.ca

Blue Box Program & Waste Management Issues [separate]

Provincial consultations on the Blue Box regulation have started, which are complementary to the recent municipal consultations held across the province by AMO. The AMO Board discussed the mechanism to decide the transition schedule as one has not been determined yet. The Board also received information on steward obligation decisions for Blue Box funding in both 2019 and 2020 funding decisions,

and an update on municipal say in landfill siting approvals.

- Dave Gordon, Senior Advisor dgordon@amo.on.ca and Amber Crawford, Policy Advisor acrawford@amo.on.ca

Ontario Data Strategy – Better, Smarter Government discussion paper

The Ministry of Government and Consumer Services released its final discussion paper as part of its Ontario Data Strategy consultations. The Board reviewed and approved the AMO's response to "Better, Smarter Government" which will detail how the provincial government can help the municipal sector leverage data and data driven technologies, including emphasizing the development of a common repository for municipal reports to alleviate the burden of reporting to multiple ministries. AMO looks forward to how action plans that emerge from the consultations will be phased-in and measured to demonstrate success to Ontarians.

- Nicolas Ruder, Research Advisor, AMO Enterprise Centre and LAS nruder@amo.on.ca

Bill 132 - *Better for People, Smarter for Business Act, 2019*

Bill 132 covers dozens of proposed amendments to legislation, some of which will have municipal impacts. On November 25th AMO President, Jamie McGarvey presented Bill 132: *Better for People, Smarter for Business Act, 2019* concerns regarding below water table extraction of aggregates to the Standing Committee on General Government. Where contaminated water from aggregates operations gets into municipal drinking water, municipal council members should not be held liable for provincial decisions to license. AMO will continue to watch this and how regulations for waste, off road vehicles, pesticides, and the repeal of the *Line Fences Act* progress.

- Cathie Brown, Senior Advisor cathiebrown@amo.on.ca

Bill 108 - Municipal/Conservation Authority Memorandum of Understanding (MOU)

The Board considered the change to the *Conservation Authorities Act*, regarding MOUs that will be required between municipal governments and conservation authorities. A draft template for planning related services was received and will be shared soon on the AMO website so staff can begin to consider what might be negotiated in this MOU. Many municipalities are already using similar MOUs.

- Cathie Brown, Senior Advisor cathiebrown@amo.on.ca

Indigenous Relations

AMO staff reported on their work with the Ontario Federation of Indigenous Friendship Centres (OFIFC) to support Indigenous peoples in Ontario municipalities in the spirit of reconciliation. AMO and the OFIFC have created a draft Memorandum of Understanding (MOU) which will frame our joint association work moving forward. As well, AMO is having preliminary discussions with the OFIFC about an Ontario Friendship Declaration between AMO, the OFIFC, Friendship Centre Executive Directors, and corresponding municipal governments. The declaration's intent is to build relationships and identify common priorities for serving Indigenous people in

communities.

- Monika Turner, AMO Policy Director, mturner@amo.on.ca

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: Ontario Announces E-Scooter Pilot on Municipal Roads
Date: Thursday, November 28, 2019 3:19:49 PM

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AMO Policy Update



November 28, 2019

Ontario Announces E-Scooter Pilot on Municipal Roads

On November 27, 2019, the Government of Ontario [announced](#) that it would begin a pilot program to allow electric scooters on municipal roads in Ontario. The pilot will go live in January 1, 2020. Under the pilot, municipal governments are able to opt in through by-law to allow electric scooters on their roads, paths, and (in some cases) sidewalks; license electric scooter rental companies; regulate parking and the number of devices available in an area; impose data sharing and insurance requirements amongst other licensing criteria. Municipal governments, and their staff, are encouraged to think through all of these issues before opting to allow the devices in their communities.

E-scooters, as they are called, have been emerging in cities across North America and beyond, and have the potential to add “micro-mobility” solutions to help augment transportation such as connections between transit and individual destinations. As they are electric, they do not add exhaust emissions that decrease air quality (depending on how electricity is generated) or noise pollution.

However, E-scooters also have the potential to increase safety concerns for riders, pedestrians, vulnerable road users, and cyclists. The pilot imposes some conditions on the devices, which riders must wear helmets, and limits maximum speed to 24 km/h. Advocates for people with disabilities in particular have [pointed](#) to the challenges E-scooters may pose for that community. Some cities have experienced a profusion of E-scooters left on sidewalks that increase nuisance and hazards for pedestrians. However, municipal parking rules and company policies which continue to charge users for rentals, if not parked in authorized areas, may help to reduce this practice.

Municipal governments interested in allowing their use need to work to balance these concerns with the desire for flexible, micro-mobility devices and ensure that they meet municipal transportation needs and other local policy goals. AMO members are especially encouraged to consult with their communities before joining the pilot and ensure plans are in place to discourage nuisance, reduce any residual municipal

liability through adequate insurance requirements, address the needs of disabled and vulnerable road users, and reduce nuisance and conflicts between E-scooter riders, cyclists, pedestrians and motorists. Interested municipal governments should also consider how they would enforce their by-laws in this area and costs to do so as they develop rules and/or permitting for rental companies. Municipalities should also consider how they will collect incident data with local hospitals and health authorities as well as police reporting during the pilot.

The following resources may assist municipal officials in interested municipalities in considering issues they may encounter in by-laws and policies development that best meet their local needs:

Ontario Ministry of Transportation:

- [Regulation 389/19](#)
- [MTO E-Scooter Pilot Information](#)
- [MTO E-Scooter Best Practices](#)

Share The Road:

- [Preparing for E-Scooters](#)

AMO Contact: Craig Reid, Senior Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

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TOWN OF FORT FRANCES
Economic Development Advisory Committee

MINUTESSeptember 9, 2019

The meeting of Economic Development Advisory Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on September 9, 2019 from 11:40 a.m. to 12:40 p.m.

PRESENT: J. Cumming, Chair, Mayor J. Caul, Chief W. Windigo, D. Eldridge, K. Firth, D. Kircher, K. Ballard, M. Caron

ALSO PRESENT: D. Brown, CAO, G. Gillon, RRFDC, L. Mose, MNM, R. Thoms (93.1 The Border), K. Lawson, Deputy Clerk/Committee Secretary

REGRETS: Councillor J. McTaggart, J. Gillon, T. Drysdale, Consultant, RRFDC

1. **Call to Order - 11:40 a.m.**
2. **Disclosure of pecuniary interest and the general nature thereof - none identified**
3. **Approval of Previous Advisory Committee Minutes**

3.1 June 3rd, 2019.

Firth-Kircher: THAT the minutes from the June 3rd, 2019 regular meeting be approved as distributed.

CARRIED

4. New Business

4.1 Crossroute Forest (ESFL) Update.

- Mayor Caul and D. Brown advised that the Town continues to work to protect the local supply of wood and to ensure that all wood previously earmarked for the Fort Frances mill remains in the district, in hopes that a potential operator can be found to restart the mill. She said Council is continuing to work with Minister Rickford in attempts to get things done. Mayor Caul felt that those discussions had been positive but to date nothing has been received in writing and this item remains at the forefront of Council's agenda. She said that she understood that Minister Rickford and Minister Yakabuski intended on having further meetings on the issue but has received no word on the outcome of any such discussions to date.

4.2 Municipal Strategic Plan Update.

- Mayor Caul and D. Brown updated committee on the plans respecting the Strategic Planning sessions for town Council, senior managers and Town committees/stakeholders. Jordan Forbes, HR Manager will be facilitating the sessions and discussion booklets will be forwarded shortly.

- 4.3 Mill Update.
- Mayor Caul expressed concerns with the purchaser of the mill and the restrictive covenants which have been placed on the purchase of sale. She stated that she has not had any recent discussions with developer Justus Veldman. Mayor Caul expressed concerns that some pieces of heavy equipment have been removed from the mill property.

5. Standing Items

- 5.1 Review - April 1, 2019 EDAC Brainstorming Session - Driving Economic Growth as revised. Chief Windigo spoke briefly about two of the businesses that Little Otter Economic Development LP owns in Fort Frances (Taggs for Sports and McTaggarts) and the challenges which came about as a result of the homeless shelter being situated on Scott Street. He discussed the financial concerns surround increased shoplifting and also consumers fear of those persons frequenting the shelter. This has been a common problem for those businesses operating on Scott Street. He advised that the building formerly housing the shelter has been purchased and plans are underway for its use. He expressed concerns about rumours that a substance abuse and treatment centre is looking to be situated on Scott Street. D. Brown spoke briefly about the development of the Community Safety and Well Being Plan. Committee made two small revisions to the Brainstorming Session spreadsheet (create better retail atmosphere in community and systemic health issues). This working document remains a standing discussion item.
- 5.2 Municipal Accommodation Tax (MAT) Committee (update will be deferred to next meeting).
- 5.3 Rural and Northern Immigration Pilot Update.
- G. Gillon advised that there has been no news on this pilot project at this time.

6. Information:

- 6.1 Northern Policy Institute - Northern Projection - Rainy River District.
- these materials were provided as information. The Chair requested that all members should take the time to read the materials found within. He requested that a discussion item for potential strategies to expand educational opportunities be added to the next regular agenda.

7. Adjourn - 12:40 p.m./ Next Meeting Date - October 21st, 2019

Committee was advised that the next regular meeting which was scheduled for October 7th, 2019 would have to be rescheduled as the Town's Strategic Planning session is scheduled for that date. The new date of October 21st was confirmed by members.

TOWN OF FORT FRANCES
Administration and Finance Executive Committee

AGENDA ITEM #9.2

MINUTES

SESSION NO. # 20

November 19, 2019

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on November 19, 2019 from 12:02 p.m. to 12:49 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC (12:02 p.m. to 12:29 p.m.), and K. Lawson, Deputy Clerk

1. **Call to Order 12:02 p.m.**
2. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting. - None identified**
3. **Disclosure of pecuniary interest and the general nature thereof - No items identified**
4. **Approval of Previous Committee Minutes**

4.1 Session No. 19 dated October 22nd, 2019.

Hallikas-Judson: Approved as presented.

CARRIED

5. In-Camera - No items identified

6. Items Referred from Council

- 6.1 Ontario Good Roads Association (OGRA) 2020 Municipal Membership.
- committee recommended approving the Ontario Good Roads Association Membership in the amount of \$1,037.01 as presented.
- 6.2 Crime Watch Canada - Wounded Warriors Advertising Request.
- committee recommended receiving this request only with no further action.
- 6.3 BIA Tree Lighting Request.
- committee recommended approving the request the Tree Lighting Request from the BIA with administration provided an appropriate proof of insurance and further that all of Council be encouraged to attend.

7. New Business

- 7.1 2020 Emergency Services User Fees & Charges.
- committee recommended approving the amended 2020 Emergency Services User Fees & Charges.

- 7.2 Renewal of Agreement - Kenora Central Ambulance Communications Centre - Lake of the Woods District Hospital. - The Fire Chief was directed to research additional information for this item and it will be deferred to the next regular meeting of the A&F Executive Committee.
- 7.3 Establishing and Regulating By-Law No. 58/18 - Amendment.
- committee recommended approving a revision to By-Law 58/18 as laid out in the report.
- 7.4 2020 User Fees - Administration and Finance.
- committee recommended the Administration and Finance 2020 User Fees as laid out in the report.
- 7.5 Councillor John McTaggart - OPP Annual Awards Presentation - Travel Expense.
- committee recommended approving the Travel Expense in the amount of \$266.80 as submitted by Councillor John McTaggart for his attendance at the OPP Annual Awards Presentation in Kenora on October 22, 2019.
- 7.6 Amended Property Assessment Notice re: 237 8th Street West (2019).
- committee recommended receiving the Amended Property Assessment Notices for properties located at 237 8th Street West in Fort Frances for the 2019 taxation year as received from MPAC.
- 7.7 Request for Reconsideration - Minutes of Settlement re: 1015 Third Street East (2019).
- committee recommended processing the Minutes of Settlement (MOS) for the property located at 1015 Third Street East as received.

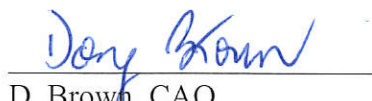
8. Non-agenda Items - None identified

9. Information

- 9.1 Fire & Rescue Service - October 2019 Report. - received as information.
- 9.2 Fort Frances T - 2019 Financial Indicators Report (y/e Dec 31/18). CAO provided an additional spreadsheet related to this matter - received as information.

10. Adjourn 12:49 p.m. / Next Meeting Date - December 3, 2019


Executive Committee Chair


D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #17November 18, 2019

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on November 18, 2019 from 8:00 a.m. to 8:50 a.m.

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

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

1. Call to Order - 0830am

Session #17

2. Disclosure of pecuniary interest and the general nature thereof

None.

3. Approval of Previous Committee Minutes

- 3.1 Approval of Previous Committee 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 from R. Socholotuk - Amend Off-Road Vehicles By-Law.
- Deferred to next meeting. Awaiting input from Traffic Safety, OFEC & EDAC.
- 6.2 Joint Letter from D. Taylor & L. Sharp - Sump Pump Discharge - 1015 Third Street East.
- Discussion was had on this item and Administration outlined the By-Law requirements for sump pumps. The Planning & Development Executive Committee is recommending that Operations & Facilities continue to monitor this item in the spring when the sump pump is taken out of winter mode.
- 6.3 Letter from M. Ahrens re: Student Safety & Legion Park Concerns.
- A discussion and overview of the history of these items was discussed and the Planning & Development Executive Committee is recommending that Operations & Facilities Executive Committee forward the Keating Avenue Student Safety concerns to the 2020 budget process for further deliberations. There is Legion Park recommendation to Operations & Facilities Executive Committee. We will support Operations & Facilities Executive Committee's recommendation on this item.

7. New Business

- 7.1 Deeming Application - 214, 216, 218, 220 Fifth Street West.
- A discussion was had on this item and the Planning & Development Executive Committee is recommending that Council approve the report as presented.
- 7.2 Deeming Application - 615 First Street East.
- A discussion was had on this item and the Planning & Development Executive Committee is recommending that Council approve the report as presented.

8. Outstanding Items

- 8.1 Brewery Definitions & Zoning - Zoning By-Law Amendments.
- Deferred to next meeting, research ongoing.
- 8.2 Second Units - Zoning By-Law Amendment.
- Deferred to next meeting, research ongoing.

9. Information
None.

10. Non-agenda Items
None.

11. Adjourn / Next Meeting Date - 0852am
Monday December 2nd, 2019.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #017November 20, 2019

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on November 20, 2019 from 8:30 a.m. to 9:36 a.m.

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

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

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on November 6, 2019 - the minutes were approved as circulated.

4 Non-agenda Items

4.1 None

5 Items Referred from Council

5.1 Letter Dated October 24, 2019 from M. Ahrens Re: Student Safety and Legion Park Concerns - the administration report was approved as presented.

5.2 Letter Dated October 31, 2019 from D. Taylor and L. Sharp Re: Sump Pump Discharge - the administration report was approved as presented.

6 New Business

6.1 Vianet Water Tower Antenna Lease Agreement Renewal - the administration report was approved as recommended.

- 6.2 Request from Rick Socholotuk Re: Use of ATV on Town Roads - the administration report was approved as recommended.
- 6.3 July 2019 Drinking Water Systems Monthly Summary Report - the Drinking Water Summary Report for July 2019 was approved as presented.
- 6.4 August 2019 Drinking Water Systems Monthly Summary Report - the Drinking Water Summary Report for August 2019 was approved as presented.
- 6.5 September 2019 Drinking Water Systems Monthly Summary Report - the Drinking Water Summary Report for September 2019 was approved as presented.

7 Adjourn / Next Meeting Date

- 7.1 Meeting adjourned at 9:36 a.m.
Next meeting December 4, 2019

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

**Fort Frances Public Library and Technology Centre
Board Minutes
October 16th, 2019**

The meeting of the Fort Frances Public Library Board was held on Wednesday, October 16th, 2019 at 3:30 P.M. in the Shaw Community Hub

Board members in attendance: Robert Schulz, Andrew Hallikas, Sheri De Gagné, Robin Dennis, Kerry Zucchiatti

Staff: CEO/Secretary-Treasurer – Joan MacLean, Manager Community Services – Jason Kabel

Regrets: Michael Behan

Absent: Gord McBride

1. Declaration of Conflict of Interest - There were no conflicts of interest.

2. Call for Non-Agenda Items

Announcement about the upcoming Ontario Library Week event was added to Information Items.

3. Approval of the Agenda

MOTION#2019-70: Andrew H. moved to approve the agenda as amended.

Seconded by Kerry Z.

Carried.

4. Consent Agenda

Suggestions and clarifications were made regarding how to proceed with the new format. Statistics and Financial Reports should be separated as the Financial Report is an item for discussion. The Friends of the Library Report should be an information item only.

MOTION#2019-71: Kerry Z. moved that items in the consent agenda be accepted as of October 16, 2019.

Seconded by Robert S.

Carried.

5. Business Arising From Minutes

a. Gas Bill

Measurement Canada will be contacted regarding the huge increase of the gas bill.

b. Storage Shed

Community services has approved the site selected for the shed and the next step is to have council approve the site. Many steps remain and most likely that ground will not be broken until spring 2020.

6. Items for Action/Discussion**a. Library Finance Discussion**

Jason updated the board regarding the current Financial Statements

- Revenue is down but not all the grants are not in yet.
- Mostly on target for the time of year.

b. Banking authority transferred to Joan

MOTION#2019-73: Sheri D. moved to have banking authority for the Fort Frances Public Library Technology Center transferred from former CEO Caroline Goulding to new CEO Joan MacLean.

Seconded by Robert S.

Carried.

c. 10th Anniversary Celebration

- Ideas about celebrating the 10th anniversary of the new library building coming this June and discussion regarding establishing a 10 year anniversary committee, who should be involved, and who should be honoured.

d. Policy Review – HR 01, HR 02, and HR 03

MOTION#2019-74: Andrew H. moved to approve the three policies including Discrimination and Harassment, Occupational Health & Safety, Prevention of Workplace Violence as reviewed and discussed.

Seconded by Kerry Z.

Carried.

e. Adoption of New Meeting Format

Tabled.

7. Information Items

- a.** Board Training Webinars – October 26 @ 9:00 a.m. and November 5 @ 9:00 a.m.
- b.** Trunk or Treat update
- c.** Friends of the Museum Gala – November 7
- d.** Typical Week Survey – November 17

8. Adjournment and statement about next meeting date – 5:07p.m.

Next meeting will be November 20, 2019

**Fort Frances Public Library Technology Centre
Board Minutes
November 20th, 2019**

The meeting of the Fort Frances Public Library Board was held on Wednesday, November 20th, 2019 at 3:30 P.M. in the Shaw Community Hub

Board members in attendance: Michael Behan, Robin Dennis, Sheri De Gagné, Andrew Hallikas, Gord McBride, Robert Schulz, Kerry Zucchiatti

Staff: CEO/Secretary-Treasurer – Joan MacLean, Recreation and Culture Manager – Aaron Bisson

1. Declaration of Conflict of Interest - There were no conflicts of interest.

2. Call for Non-Agenda Items

i. **Library Shed**

j. **Outdoor Lighting for North Side of library building.**

3. Approval of the Agenda

MOTION#2019-76: Andrew H. moved to accept the agenda as amended.
Seconded by Robert S.

Carried.

4. Consent Agenda

MOTION#2019-77: Kerry Z. moved that the Consent Agenda, minus the CEO Report, be accepted as of October 16, 2019.
Seconded by Sheri D.

Carried.

MOTION#2019-78: Andrew H. moved that the CEO Report be accepted as amended.
Seconded by Sheri D.

Carried.

MOTION#2019-79: Andrew H. moved that the meeting go in-camera to discuss an identifiable individual @ 3:36.
Seconded by Robert S.

Carried.

MOTION#2019-80: Andrew H. moved to accept the CEO report.
Seconded by Michael B.

Carried.

The Board moved out of camera @ 3:46 p.m.

5. Business Arising From Minutes

a. Gas Bill

Joan contacted Measurement Canada and was put in contact with the person conducting the complaint about Enbridge. Measurement Canada is waiting for Enbridge to provide our billing information. When received the case will be assigned to an inspector and will be in contact.

b. Carolyn S and Sam M compensation for CEO tasks

The Town of Fort Frances pay bands and the formula from the Town of Fort Frances Additional Responsibility Allowance will be used to calculate a percentage of compensation for performing CEO duties to Carolyn S and Sam M.

6. Items for Action/Discussion

a. Library Finance Discussion

- Federal Grant from Canada Summer jobs has arrived.
- Advertising and public notices are higher due to the number of jobs that had to be advertised this summer.

MOTION#2019-81: Robert S. moved that the Financial Report as of October 31, 2019 be accepted as circulated.

Seconded by Michael B.

Carried.

b. OLA Super Conference

Ontario Library Association SuperConference takes place in Toronto at the end of January. Fiona Gallagher will be accompanying Joan if the Friends of the Library will offer some financial support.

c. 10th Anniversary Celebration

Kerry Z. will chair the committee.

d. Service Fees.

MOTION#2019-82: Gord M. moved to accept changes to Service Fees as discussed to maintain 1.7% increase overall.

Seconded by Kerry Z.

Carried.

e. Staff discipline policy regarding staff impairment @ work.

Suggestion that the policy from OLS-N policy be borrowed as a template to build on in later discussion.

Tabled.

f. Policy Review – FN03, OP15

MOTION#2019-83: Motion to accept the FN03 - Statement of Values Policy and OP15 - Sponsorship Policy and change both to a four year review schedule moved by Robert S.

Seconded by Michael B.

Carried.

- g. Strategic Plan Review**
 - Checklist to be made to ensure that objectives of the strategic plan are being met.
 - Reminder of upcoming deadlines.
- h. Set date for Budget Meeting**
December 4, 2019 3:30 – 5:30 p.m.
- i. Library Shed**
 - Staff input requested on final location
 - Lighting/power is required.
- j. Outdoor Lighting**
Previous meeting minutes will be consulted regarding earlier decisions.

7. Information Items

- a.** Typical Week Survey is in progress.
- b.** Friends of the Library Report.
- c.** Hosting meeting of Fort Frances Gay/Straight Alliance next week.
- d.** Electrical Safety Authority inspection on November 20, 2019 found no issues.

8. Adjournment and statement about next meeting date – 4:57 p.m.

Next meeting will be December 18, 2019 3:30 p.m.