

TOWN OF FORT FRANCES

AGENDA - February 24, 2020

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 034) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 ~~Prayer~~ Moment of Meditation

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 Fort Frances Community Garden presentation by Elaine Fischer, Chris Ducharme and Carey Basaraba re: water source 4

2.2 Public Meeting re: 357/358 Application for Tax Adjustment re: 279 Scott Street (September 27 - December 31, 2019) 5 - 11
- approval of this report will agree to the recommendation of the Administration and Finance Committee to approve the adjustment of taxes under Section 357/358 of *The Municipal Act* for property located at 279 Scott Street resulting from a classification change.

2.3 Public Meeting re: 357/358 Applications for Tax Adjustment re: 130 Fifth Street East (August 1, 2018 - December 31, 2019) 12 - 19
- approval of this report will agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 and 2019 taxes under Section 357/358 of *The Municipal Act* for property located at 130 Fifth Street East resulting from an unfinished structure allowance and updating structure date.

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Fort Frances Royal Canadian Legion Ladies Aux. Br. #29 Sponsorship Request - PJ'S & Pearls Gala - April 4, 2020. 20 - 23
- will be referred to Administration and Finance Executive Committee for recommendation.

3.3 Letter from Fort Frances Girls Women's Hockey Association re: 24 - 26

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Review of Town of Fort Frances Policy Number 2.5 (ice cancellation). - will be referred to the Community Services Executive Committee for recommendation.	
3.4 Letter from Fort Frances Minor Hockey Association re: Damage in Dressing Room#3 - will be referred to the Operations & Facilities Executive Committee for recommendation.	27
3.5 Resignation from BIA from J. Horton	28
4. <u>Approval of Council Minutes: *</u>	
4.1 Session Nos. 032 and 033 dated February 10 and February 18, 2020	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session Nos. 034 and 035 dated February 10 and February 18, 2020	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 By-law 16/20 being a by-law to authorize entering into an agreement with Fort Frances Community Clinic with respect to the sale of certain lands.	29 - 44
8. <u>Information Correspondence:</u>	
8.1 Email request from J. Tupker, Chair, Thunder Bay Health Coalition and Member Ontario Health Coalition - Support of a resolution to stop cuts of Health Care.	45 - 46
8.2 New Gold Press Release dated February 13, 2020	47 - 58
8.3 Association of Municipalities of Ontario (AMO) Communications - AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway - Employment Services Prototype Service Managers: No Municipal Applicants Selected - AMO Watchfile February 20, 2020	59 - 66
8.4 Email from Ministry of Natural Resources and Forestry re: Aggregate Resources	67 - 69
9. <u>Minutes:</u>	
9.1 Administration and Finance Executive Committee dated February 4, 2020.	70 - 72

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9.2 Operations & Facilities Executive Committee dated February 5, 2020	73 - 75
9.3 Community Services Executive Committee dated February 3, 2020	76 - 77
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>	



Deputation: Fort Frances Community Garden

Partnership with the Town of Fort Frances to explore options for a water source at the Fort Frances Community Garden (FFCG) on Lillie Ave.

The **Fort Frances Community Garden and Kids Garden Club** provides a communal gathering and growing space for people of all ages and abilities to come together, share, learn, and grow healthy foods.

Since the **inception of the community garden in 2012**, local volunteers and partners have worked tirelessly to meet increasing needs for fenced/enclosed garden spaces within Town limits. Volunteers and committee members currently maintain **three enclosed garden spaces** which now include **100+ garden plots for local residents**. We have 53 raised beds, 45 ground plots and 20 kids' garden plots. We also implement a weekly Kids Garden Club program for 25+ children and their families. We have 80+ gardeners from ages 3-73. People from all walks of life and income levels are involved at the garden. Each plot can be rented for \$20 per season. All plots are full and we currently have a waiting list.



The Barrier:

We do not have a water source at the garden. We have exceeded our ability to supply enough water for further garden expansion due to limited access/availability to water at the garden. Water is supplied by two very dedicated volunteers who run at least 250+ feet of garden hose from their homes to fill all water tanks for garden use. **Our volunteers currently fill 11, 250 gallon water tanks, from their homes, every week**, to maintain an adequate water supply for all gardeners. It takes approximately 60 minutes to fill each tank. Depending on rain fall and summer heat, we are struggling to keep up with the current demand for water. This barrier and limited access to water will impede any further garden expansion.

Solutions and Actions:

We would like to work with the Town of Fort Frances to explore options for a temporary or permanent water source on site at the garden. The FFCG is prepared to seek out grants, sponsorships and in-kind contributions to support this project. We have brainstormed the following for consideration by the Town:

1. **Installation of a temporary lockable valve assembly on the closest hydrant** (*located approximately 300' from the garden*). The garden would secure 300 feet of fire hose to fill existing tanks on site. Hoses would be removed and stored after use and with lock assembly in place during the garden season.
2. **Installation of a large water storage tank (>5000 gallons) in a central location on site at the garden.** The tank could be filled with support from the Town (Fire Dept.) and/or filled from the hydrant by designated garden volunteers. The hoses would be attached and removed as required. Water would then be pumped to existing tanks using pump/generator.
3. **Trench underground from garden to the nearest hydrant and install 1½" plastic pipe.** A 12" vertical pipe would surface at the garden and approximately 50' away from the hydrant.

Safety measures recommended by the Town will be put in place and maintained by FFCG. The use of hydrant/locking cabinet and hoses will only be completed by volunteers who have received proper training/instruction from authorized Town employees.

We look forward to working in partnership with Town and staff to take this much needed step to continue to grow and improve the Fort Frances Community Garden. Thank you for your support and consideration.





**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/21**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: February 18, 2020

SUBJECT: 357/358 Applications for Tax Adjustment
Re: 279 Scott Street (Sept 27- Dec 31, 2019) Roll# 5912-020-007-05700-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for September 27 to December 31, 2019 taxes for 279 Scott Street resulting from a classification change.

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 February 7, 2020 indicating notification that the public hearing is scheduled for Monday, February 24, 2020.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 279 Scott Street resulting from a classification change.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 279 Scott Street resulting from a classification change.

2020 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

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
96	2019	2.7.05700		-82,200	CT	0.03227896	0.01003036	-697.86					-216.85	-99.05	-1,013.76
96	2019	2.7.05700		85,200	RTEP	0.01682625	0.00161000	377.06	36.08						413.14

Community living - 279 Scott St

Batch: HH02012020357

Tax Rate Code	Description	Levy Amount
BIA	- Commercial Tx Full	-\$99.05
Ed	- Commercial Tx Full	-\$216.85
EEPRT	Ed - English Public Res/Farm	\$36.08
MCT	Municipal - Commercial Tx Full	-\$697.86
MRTEP	Mun-English Public Res/Farm	\$377.06
	Levy Total	-\$600.62

*** END OF REPORT ***

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

MPAC's RESPONSE

Owner name(s)	COMMUNITY LIVING FORT FRANCES AND DISTRICT
Roll number	5912-020-007-05700-0000
Property location	279 SCOTT ST
Property description	PLAN SM86 PT LOT 1
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Classification Change
Received date	November 07, 2019
Claim relief period	From: September 27, 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 COM C T	115,000	110,200	110,200	110,200	110,200	110,200
OWNR RU R T	53,000	34,800	34,800	34,800	34,800	34,800
Total	168,000	145,000	145,000	145,000	145,000	145,000

Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020
OWNR COM C T	29,220	28,000	28,000	28,000	28,000	28,000
OWNR OT R T	82,698	54,300	54,300	54,300	54,300	54,300
OWNR RU R T	100,061	65,700	65,700	65,700	65,700	65,700
Total	211,979	148,000	148,000	148,000	148,000	148,000

MPAC Remarks

MPAC has revised the CT and RT classifications along with some minor valuation updates to reflect areas of the property occupied by CLFFD with the exception of the apartments should be included in the residential property class in accordance with section 3(1)2.iv of O. Reg. 282/98. 800 sf leased out commercially at CT. Residential apartments will qualify for exemption at the point that first tenant supported by CLFFD moves in - anticipated early in 2020. Owner can file exemption tax app at that time.

MPAC Representative:

Mark Cawston

Date:

January 28, 2020

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

Application/Appeal #: _____

Taxation Year: 2019

Municipality: TOWN OF FORT FRANCES Roll Number: 59-12-020-007-057-00
 Property Address: 279 SCOTT ST Applicant Name: COMM. LIVING FORT FRANCES & DISTRICT
 Owner Name: COMMUNITY LIVING FF & DISTRICT Contact Number: ALANNA BARK
 Mailing Address: PO Box 147 Alternative Number: 876-5556
FF ON P9A 3M5 Email Address: _____

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

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

Notes:
 Please see
 attached
 notes re
 use.

Details of Reason for s357, s358 or s359 application:

Property purchased by a
charitable organization
 Effective from: 09/01/19 to 12/31/19 Applicant Signature: Leann Ban Date: 12/21/2019
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY

TREASURER'S RECOMMENDATION TO COUNCIL

Assessment Roll
As ReturnedRevised Since
Roll Return☐

Enter Revisions Below

Assessment Report

School Bd:

☐ Eng☐ Fr☐ Other☐ No Change in Assessment☐ \$357 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>RTN</u> <u>RTQ</u>			<u>110,900</u> <u>34,800</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:

ajbarrclffd@vianet.ca

From: ajbarrclffd@vianet.ca
Sent: Tuesday, October 8, 2019 4:52 PM
To: 'Heather Hatch'
Subject: RE: 279 Scott St

Heather three areas of the building will not be tax exempt as there are currently 3 tenants not part of our services.. Two will leave March 31 2020 and we will take over that space and the other Dec. 21, 2022 and we will take that space over making the entire building at that time tax exempt. Apt 1 640 Sq ft, Apt 2 640 sq feet and third area 768 sq fee, total 2048 sq ft. taxable space of a total area of 3851 sq ft.

Alanna J. Barr

CEO
 Community Living Fort Frances and District
 P.O. Box 147
 Fort Frances, ON
 P9A 3M5

Phone: 807-274-5556 X 211
 Fax: 807-274-5009



**** Notice of Confidentiality****

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From: Heather Hatch <hhatch@fortfrances.ca>
Sent: Tuesday, October 8, 2019 4:43 PM
To: ajbarrclffd@vianet.ca
Subject: 279 Scott St

Please sign the attached 357 and return. This will sent on to MPAC and once returned to us, it will go before Council for review.. If there are any questions, please let me know.

Heather E. Hatch

Tax Administrator
 Town of Fort Frances
 320 Portage Ave



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2020/22**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: February 18, 2020

SUBJECT: 357/358 Applications for Tax Adjustment
Re: 130 Fifth St E (Aug 1, 2018- Dec 31, 2019) Roll# 5912-010-007-00900-0000

BACKGROUND

Attached is the 357/358 Application for reconsideration of assessment and adjustment for the period August 1, 2018 to December 31, 2019 taxes for 130 Fifth Street East resulting from an unfinished structure allowance and updating structure data.

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 2018 and 2019 was mailed to the applicant on February 7, 2020 indicating notification that the public hearing is scheduled for Monday, February 24, 2020.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2018 and 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 130 Fifth Street East resulting from an unfinished structure allowance and updating structure data.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2018 and 2019 taxes under Section 357/358 of the *Municipal Act* for property located at 130 Fifth Street East resulting from an unfinished structure allowance and updating structure data.

# 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
MOS														
153	2018	1.7.00900	-48,584	RTEP	0.01652955	0.00170000	-336.63	-34.62						-371.25
	2019	1.7.00900	-45,805	RTEP	0.01682625	0.00161000	-770.73	-73.75						-844.48
							-1,107.36	-108.37						-1,215.73

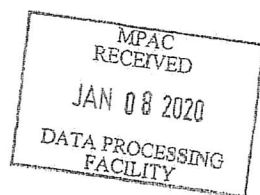
Ken Arley - 130-516

**Minutes of Settlement
2018 Tax Year
Results of Request for Reconsideration
Property Assessment Change Notice**



MUNICIPAL PROPERTY
ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION
FONCIÈRE DES MUNICIPALITÉS

KENNETH GORDON VICTOR PERRY
130 FIFTH ST E
FORT FRANCES ON P9A 1T7
CANADA



Contact Us



Call: 1 866 296-MPAC (6722)
TTY 1 877 889-MPAC (6722)
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpac.ca



Write: MPAC, P.O. Box 9808
Toronto, ON M1S 5T9

If you have any accessibility needs, please
contact MPAC for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the recommended property assessment below.

Owner name(s)	KENNETH GORDON VICTOR PERRY
Roll number	59-12-010-007-00900-0000
Property location and description	130 FIFTH ST E PT HB RES PCL 11081
Municipality/Local taxing Authority	Town of Fort Frances

INFORMATION from your Property Assessment Change Notice

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed		
		2012	2016	
R	RT			
Total		\$191,618	\$209,000	
		\$191,618	\$209,000	

Adjustment Type*	Property Class / Qualifier**	Effective date: August 01, 2018 Phase-in Assessment for Taxation Years		
		2018	2019	2020
R	RT	\$207,059	\$208,030	\$209,000
Total		\$207,059	\$208,030	\$209,000

RECOMMENDED change to your Property Assessment Change Notice

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed		
		2012	2016	
IM	RT			
Total		\$143,449	\$160,000	
		\$143,449	\$160,000	

Adjustment Type*	Property Class / Qualifier**	Effective date: August 01, 2018 Phase-in Assessment for Taxation Years		
		2018	2019	2020
IM	RT	\$158,475	\$159,237	\$160,000
Total		\$158,475	\$159,237	\$160,000

Explanation of recommended change and other important information

- Unfinished structure allowance
- Updated structure data

***Adjustment type**

IM Improvement to property
R Previously Omitted Realty Assessment

****Property class / qualifier**

RT Residential

What this change means to you

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2018 - 2020 property taxes. MPAC will introduce **any increase** in the assessed value of your property gradually, over a four-year period. This helps ensure property tax stability and predictability. MPAC will make **any decrease** in the assessed value of your property right away.



Please check (✓) one of the following:

☒ I accept my recommended assessment

I understand that **if I accept** the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

☐ I reject my recommended assessment

I understand that **if I reject** the recommended assessment on page one of this form, the supplementary/omitted assessment of my property will stay the same as it appears on my 2016 Property Assessment Change Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by February 17, 2020.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:

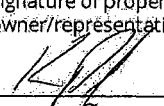


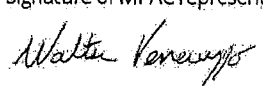
Email: enquiry@mpac.ca



Write: MPAC, P.O. Box 9808
Toronto, ON M1S 5T9

We must receive your response no later than January 03, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name KENNETH PERRY	Date (yyyy/mm/dd) 2019 / 12 / 27
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2019/11/19
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Objection by Municipality or Local Taxing Authority

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
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Last date for a municipal appeal: April 9, 2020

PLEASE NOTE: MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2018

Roll Number: 59-12-010-007-00900-0000

Date: 2020-02-01 11:38:52 AM

User: hhatch

Town of Fort Frances
Distribution Summary
Property Taxes

Batch: HH02012020MOS1

Account Number	Account Description	Amount
10-01-0000-0040-10241	Taxes Receivable- Current	-\$844.48
10-10-0150-0121-50018	Residential - EP	\$770.73
10-010-0151-0121-50018	Residential - EP	\$73.75
Report Total:		\$0.00
*** E N D O F R E P O R T ***		

Date: 2020-02-01 11:35:12 AM

User: hhatch

Batch: HH02012020MOS

Town of Fort Frances
Distribution Summary
Property Taxes

AGENDA ITEM #2.3
Page: 1

Account Number	Account Description	Amount
10-01-0000-0040-10241	Taxes Receivable- Current	-\$371.25
10-01-0150-0121-50018	Residential - EP	\$336.63
10-01-0151-0121-50018	Residential - EP	\$34.62
	Report Total:	\$0.00

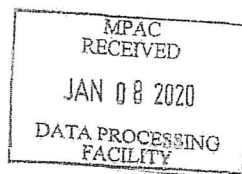
*** E N D O F R E P O R T ***

**Minutes of Settlement
2019 Tax Year
Results of Request for Reconsideration
Property Assessment Change Notice**



MUNICIPAL PROPERTY
ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION
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Owner name(s)	KENNETH GORDON VICTOR PERRY
Roll number	59-12-010-007-00900-0000
Property location and description	130 FIFTH ST E PT HB RES PCL 11081
Municipality/Local taxing Authority	Town of Fort Frances

INFORMATION from your Property Assessment Change Notice

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
R	RT	2012	2016
Total		\$191,618	\$209,000
		\$191,618	\$209,000

Effective date: January 01, 2019			
Phase-in Assessment for Taxation Years			
R	RT	2019	2020
Total		\$208,030 ✓	\$209,000
		\$208,030	\$209,000

RECOMMENDED change to your Property Assessment Change Notice

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
IM	RT	2012	2016
Total		\$146,398	\$163,000
		\$146,398	\$163,000

Effective date: January 01, 2019			
Phase-in Assessment for Taxation Years			
IM	RT	2019	2020
Total		\$162,225	\$163,000
		\$162,225	\$163,000

Explanation of recommended change and other important information

- Unfinished structure allowance
- Updated structure data

***Adjustment type**

IM Improvement to property
R Previously Omitted Realty Assessment

****Property class / qualifier**

RT Residential

What this change means to you

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2019 - 2020 property taxes. MPAC will introduce **any increase** in the assessed value of your property gradually, over a four-year period. This helps ensure property tax stability and predictability. MPAC will make **any decrease** in the assessed value of your property right away.



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OR



I reject my recommended assessment.

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To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpac.ca



Write: MPAC, P.O. Box 9808
Toronto, ON M1S 5T9

We must receive your response no later than January 03, 2020. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name KENNETH PERRY	Date (yyyy/mm/dd) 2019/12/27
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2019/11/19
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Objection by Municipality or Local Taxing Authority

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
---------------------------------------	----------------------	-------------------

Last date for a municipal appeal: April 9, 2020

PLEASE NOTE: MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2019

Roll Number: 59-12-010-007-00900-0000

The Fort Frances Royal Canadian Legion Ladies Aux. Br. #29

PJS & PEARLS GALA

Saturday, April 4th, 2020

To be held at the Royal Canadian Legion 250 Church St. Fort Frances, On

Cocktail & Appetizer Reception 5:30 p.m.

Dinner 7:00 p.m.

Entertainment to follow

**COME OUT AND JOIN US FOR A LADIES NIGHT OUT!
ENJOY A FREE WELCOME COCKTAIL, APPETIZERS,
DINNER, SWEETS, FUN GAMES, SILENT AUCTION,
RAFFLES, PJ CONTEST & ENTERTAINMENT!**

**EARLY BIRD
DRAW:
GUESS PURSE!**

\$60.00 BEFORE MARCH 15, 2020 (INCLUDES EARLY BIRD DRAW)

\$70.00 AFTER MARCH 15, 2020

ATTIRE: WEAR YOUR CUTEST PAJAMAS & PEARLS

LIMITED SEATING

R.S.V.P. by March 27, 2020

Royal Canadian Legion Ladies Aux. Br. #29
Christina McDougall, Fundraising Committee
(807) 271-4292 • email: pcmcdougall2018@outlook.com
420 First St. E. Fort Frances, ON P9A 1K8

*** ALL MONEY RAISED WILL GO TO UPGRADE THE F.F. LEGION HALL KITCHEN & HELP LOCAL CHARITIES & ORGANIZATIONS ***

The Royal Canadian Legion Ladies Aux. to Br. 29

PJS & Pearls Gala

Dear Friend of the Community,

The Fort Frances Legion Ladies Auxiliary Br. #29 is starting to campaign to raise funds to do kitchen repairs in the Legion hall and to continue to support many local community programs.

As you probably know, we cater monthly suppers, banquets and many funerals in our hall, the money we make during these functions is donated back into our community. Our kitchen needs repairs and updates to continue to provide comfort and safety to our patrons and volunteers. The Royal Canadian Legion Ladies Auxiliary Br. #29 raises funds to support our local veterans, health facilities and programs, school activities, and bursaries. Also, sponsorship of the Cadets, Local and Provincial Youth sport activities, Youth summer camp programs as well as several other local charitable organizations. Unfortunately, without the support of our community, our continued assistance would not be possible. Therefore, an April event is planned to raise funds to continue to help those in need in our community, and to make necessary repairs to our kitchen.

Volunteers of the Royal Canadian Legion Ladies Auxiliary Br. #29 have come together to host an 'ALL WOMEN PJS & PEARLS GALA' fundraising dinner at the Royal Canadian Legion on April 4, 2020. As a respected member of the community, if you would like to contribute to this worthy cause, you will find an enclosed list of sponsorship opportunities created exclusively for the night of the Gala. All contributions are welcome and we would be happy to work with you to find the perfect combination of giving and/or sponsorship. Your support of this fundraiser would be greatly appreciated. Thank you for your kind consideration.

If you wish to donate and support this event or have any further questions, please contact

Dorese Harrison 807-274-0722 - Josie Miller 807-276-3293 or Giselle Calder 807-276-1320

Sincerely,

Christina McDougall
Legion Ladies Aux. Fundraising Committee
420 First St. E
Fort Frances, Ontario P9A 1K8
Phone : 807-271-4292
Email : pcmcDougall2018@outlook.com

The Royal Canadian Legion Ladies Aux. Br. #29 *PJS & Pearls Gala*

Sponsorship OPPORTUNITIES

PEARL SPONSOR

\$1000

Includes a reserved table with your Logo/Name · (8) VIP tickets to the Gala · Public recognition in media · Logo/Name on printed materials including Programs

OYSTER SPONSOR

\$750

Includes a reserved table with your Logo/Name · (6) VIP tickets to the Gala · Public recognition in media · Logo/Name on printed materials including Programs

SILK SPONSOR

\$500

Includes (4) tickets with reserved seating to the Gala, and your Logo/Name in the event program

PJ SPONSOR

\$250

Includes (2) tickets with reserved seating to the Gala, and your Logo/Name in the event program

Other OPPORTUNITIES

SILENT AUCTION DONATION

Donate an item to be auctioned at the Gala Dinner.

We kindly ask that auction items have a min. value of \$100.00. All donated items will be prominently displayed throughout the event with a sign bearing your company name and/or logo.

PENNY TABLE DONATION

Donate an item to be used at the Gala Dinner. All donated items will be prominently displayed throughout the event with a sign bearing your company name and/or logo.

CHARITABLE DONATION

Support the Legion Ladies Aux. Br. #29 with a monetary donation

LIMITED SEATING

R.S.V.P. by March 15, 2020

Fort Frances Royal Canadian Legion Ladies Aux. Br. #29

Christina McDougall, Fundraising Committee

(807) 271-4292 • email: pcmcdougall2018@outlook.com

420 First St. E. Fort Frances, ON P9A 1K8



The Fort Frances Royal Canadian Legion Ladies Aux. Br. #29

PJS & Pearls Gala

R.S.V.P.

LIMITED SEATING • R.S.V.P. by March 27 , 2020

Contact/Donor Name: _____

Company: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Email: _____

Phone: _____ Numbers of Guests: _____ @\$60.00 each (BEFORE MARCH 15) = _____

@\$70.00 each (AFTER MARCH 15) = _____

(If purchasing individual tickets only)

SPONSORSHIP OPPORTUNITIES

☐ PEARLS SPONSOR \$1000 ☐ SATIN SPONSOR \$500

☐ OYSTER SPONSOR \$750 ☐ PAJAMA SPONSOR \$250

DONATION OPPORTUNITIES

☐ Monetary Donation \$ _____

☐ Silent Auction Donation _____

Description: _____

Value of donated item: \$ _____

Please mail this completed form and payment to:
Royal Canadian Legion Ladies Aux. Br. #29
c/o Christina McDougall, Fundraising Committee
420 First St. E, Fort Frances, Ontario P9A 3M5
Phone: 807-271-4292
Email: pcmcdougall2018@outlook.com

Please Note: Items to be auctioned and penny table donations can be arranged to be picked up by calling
Dorese @ 807-274-0722,
Giselle @ 276-1320 or gcalder@hotmail.com
Josie @ 807-276-3293,
but no later then March 27, 2020.

Please make cheques payable to:

Royal Canadian Legion Ladies Auxiliary Br #29



Fort Frances Girls Women's Hockey Association



AGENDA ITEM #3.3

February 12, 2020

Mayor Caul and Members of Council:

In the late spring of 2019, the Town introduced a new ice cancellation policy to the various user groups. (TOFF Policy Number 2.5)

This new policy requires user groups to confirm our regular weekly ice requirements by September 15th for the months of September to December and by December 15th for the months of January to April. The previous policy allowed for ice to be cancelled up to two weeks before a scheduled date.

Generally, the Fort Frances Girls and Women's Hockey Association (FFGWHA) has found this to be manageable except for tournament ice. The FFGWHA has normally hosted our tournaments on the 1st and 2nd weekends in February.

Having to plan tournament ice by December 15th for the February tournament weekends is not realistic as teams are entering (or cancelling) our tournaments as close as two weeks before the tournament start date. When we were notified of the new policy, we understood this policy to affect regular weekly user ice and tournament contract ice was not discussed. TOFF Policy Number 2.5 Section 4.A.iv. reads "Regular users will not be allowed to cancel their weekly allotted ice time, request for changes must be made by September 15th ..." but the policy makes no mention of tournament ice. We were advised by arena staff that tournament ice contracts also fall under the cancellation policy.

Leading up to our two tournaments for February 2020, based on last year, we felt that we would need more ice than just the IFK and requested additional ice on the 52 Arena. It worked well for our Novice / Atom Tournament between January 31 and February 2, 2020. We played the tournaments on both ice surfaces and did not have to schedule ice at The Duke Arena as we did last year when our request for additional ice on 52 was denied. Having tournament events at The Duke Arena is actually quite inconvenient for the FFGWHA because of the strain it puts on our volunteer pool when the tournament is being run out of the Ice For Kids Arena.

During the days leading up to December 15th when all January - March ice cancellations were due, amongst the stress of having to plan for 3 months of ice and all the variations that come with the season, our ice scheduler noticed that our 2nd tournament was going to be short ice. She sent an email to request more ice and an email was returned giving the option of Friday between 8:00am - 4:00pm and Saturday from 3:00pm - 10:00pm on 52 Arena. She missed the email and did not respond to it. She did not know that it had been added to the tournament ice contract. The contracts for the monthly ice were signed the same week and amongst them were the contracts for the tournament ice. It was a mistake to sign the contracts without reviewing them in entirety. At this time, we still hadn't realized

that the ice cancellation policy was supposed to cover tournament contracts, so it wasn't even on our radar.

When it was time to plan the tournament in January, unbeknownst to the FFGWHA, the extra ice was booked for FFGWHA for Friday from 8:00-4:00 and Saturday from 3:00-10:00. When our scheduler looked at the Memorial Sports Centre arena schedule online, all she saw was that the extra ice times that we needed for the tournament were booked and unavailable but she could not see who the ice times were booked to, not realizing it was ourselves. It was a complete miss on our part as an association. We did not think we had the ice. In fact, we ended up scheduling 3 games at The Duke on Saturday morning and 2 games on Saturday evening. We had to schedule games at The Duke on Saturday morning because Fort Frances Minor Hockey Association had the ice booked on 52 Arena for their regular Saturday programming and we had to book Saturday evening because of the Laker's game on IFK. The Friday ice granted to ice by the Town was not needed by the FFGWHA and couldn't have been used effectively because of the spacing required between games. We could have utilized 3 hours of the Saturday evening ice on 52 Arena, but by the time we realized that we had the ice, the schedules and programs were made and we felt it would add a level of confusion for the tournament conveners if we switched the ice.

I have emailed and discussed this situation with Mr. Aaron Bisson. However, because we have a signed ice contract and the cancellation policy referenced above, Mr. Bisson is unable to accommodate the FFGWHA's request for relief of ice costs incurred for ice on 52 Arena on Friday, February 7 between 8:00am and 4:00pm and Saturday, February 8 between 3:00pm and 10:00pm. These 15 hours of unused ice at \$122.83 plus HST per hour will cost our association \$2081.97. Therefore, the FFGWHA is formally requesting relief from these 15 hours on 52 Arena. The FFGWHA is a non-profit association and we are 100% volunteer run. We would like to note that when we found the error, we reached out to all regular ice users (Fort Frances Minor Hockey and Borderland Figure Skating Club) to try to "sell" the ice. Due to the short notice and atypical ice times they would have used, we were unable to sell it to the other ice users.

The Town does have some history in providing relief to community groups. Approximately two (2) years ago, the Town waived late fees on overdue invoices for the Fort Frances Minor Hockey Association. It is also my understanding that most recently, the Town has provided the Rainy River District School Board's Hockey Academy Program with relief on the cancellation policy due to job action by the Teachers' Union and has allowed the Hockey Academy to cancel ice in January and February without cost and book new ice in March and April.

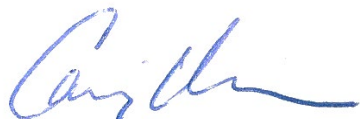
We would like to propose a solution to the Town. We Propose: That the FFGWHA pays the Town the lost revenue that would normally be earned between 8am-4pm on Friday's and 3pm-10pm on Saturday's. We feel that this is fair because it compensates the town for lost revenue due to our mistake.

Hockey associations host tournaments for many reasons. These include the showcasing of local hockey talent, being able to play teams that we normally do not get to play on a regular basis, highlight our association and to make money to offset our program delivery costs. Our tournament will post a

significant financial loss if we are not provided with some relief. Another significant spin-off benefit of hosting tournaments is the financial boost provided to our local businesses and the Town. Hotels, restaurants and stores all benefit. The town benefits from the facility rental and from the Municipal Accommodation Tax that is collected from the local hotels. For our Peewee / Midget Tournament, we had 10 out of town teams staying in local hotels. For our Novice / Atom Tournament, we had 8 out of town teams staying in local hotels. Sports tourism is a significant economic driver during the winter months in Fort Frances.

We look forward to reviewing this proposal with the Town and answering any questions that you might have.

On behalf of the FFGWHA,



Craig Miller
President



FFMHA *Fort Frances Minor Hockey Association*

Box 306
Fort Frances, ON., P9A 3M7

February 18, 2020

Mr. Travis Rob,

Unfortunately, on January 15, 2020 at approximately 6:50 p.m. a sprinkler pipe in dressing room #3 was damaged while Fort Frances Minor Hockey Association (FFMHA) was under contract. FFMHA is aware that the sprinkler system in dressing room #3 was in a state of disrepair. Specifically, one or more of the sprinkler system hangers was broken prior to the incident. Our understanding of the sprinkler system suggests that the system is designed to withstand weights of 500 – 700 lbs. The child responsible for the damage weighs no more than 110 lbs. FFMHA questions the maintenance and inspection practices by the Town of Fort Frances of the sprinkler system ensuring the system was not vulnerable to damage.

FFMHA suggests three parties are equally responsible for the damage occurring in dressing room #3 on January 15, 2020:

- Town of Fort Frances is 1/3 responsible due to the disrepair of the sprinkler system
- FFMHA is 1/3 responsible due to a lack of adequate supervision
- The DeGagne/Wood family is 1/3 responsible due to the non-willful damage of the sprinkler system

Therefore, FFMHA requests the invoice dated be reduced by the 1/3 as a reflection of the Town of Fort Frances responsibility in the damage of the sprinkler system.

Respectfully,

Chris Wielinga
President
Fort Frances Minor Hockey Association

cc.
Lori Flinders, Secretary Fort Frances Minor Hockey Association
Elizabeth Slomke, Municipal Clerk
Doug Brown, Town of Fort Frances CEO

From: [Curvy Chick](#)
To: [Lisa Slomke](#)
Cc: [Shelley Wepruk](#); [Doug Cuthbertson](#)
Subject: Resignation of BIA Member
Date: Wednesday, February 12, 2020 9:32:24 AM

Good morning Lisa,

Due to unforeseen circumstances, please accept this email as my resignation to the BIA Board, effective IMMEDIATELY.

If members are needed to fill positions, I can speak to my tenant Allison Bretchefeld of Kenton Creations to step forward and attend meetings on my behalf as a building owner.

Thank you,

Jennifer

Sent from [Mail](#) for Windows 10

TOWN OF FORT FRANCES

BY-LAW NO. xx/20

(Being a by-law to authorize entering into an agreement with Fort Frances Community Clinic with respect to the sale of certain lands – the *Municipal Act, 2001*, c. 25, S.O. 2001.)

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 May 14th, 2018, Council received a report from the Clerk and gave direction to proceed with the purchase of certain land from Infrastructure Ontario for future development and expansion of the adjacent Fort Frances Community Clinic;

AND WHEREAS on November 12th, 2019, Council received a report from the Clerk and gave direction to proceed with the sale of certain land to the Fort Frances Community Clinic.

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 Fort Frances Community Clinic, 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 27th day of February 2020.

J. Caul, Mayor

E. Slomke, Clerk

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

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

- and -

Fort Frances Community Clinic Inc.
(the "Purchaser")

WHEREAS:

- A. The Town is the registered owner of the property (the "Property") legally described as Part of Lot 240, Town Plot of Alberton Part 1, Plan 48R4544; Town of Fort Frances (PIN 56018-2288), and Lot 241 Town Plot Alberton Part 2 48R4544; Town of Fort Frances (PIN 56018-0124);
- B. The Town purchased the Property from Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services (herein, "Her Majesty") pursuant and subject to the terms, conditions, and provisions of the agreement of purchase and sale (the "Town Purchase Agreement") attached to and forming part of this Agreement (as Agreement is defined in paragraph 1 hereof) as **Schedule 1**, as amended by amending agreement (the "Town Purchase Amending Agreement") attached to and forming part of this Agreement as **Schedule 2**;
- C. The Town Purchase Agreement and the Town Purchase Amending Agreement are collectively in this Agreement referred to as the "Town APS"); and
- D. The Purchaser has offered to purchase the Property from the Town and the Town has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Purchaser (collectively, the "Parties", individually a "Party") agree as follows:

Definitions

1. In this Agreement:

- (a) "Agreement" means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement;
- (b) "Applicable Laws" means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations;
- (c) "Authority" or "Authorities" means any governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof;
- (d) "Business Day" means any day on which the Government of Ontario normally conducts business;
- (e) "Completion" or "Closing" means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the Closing documents in accordance with the provisions of this Agreement;

- (f) "Completion Date" or "Closing Date" means on or before 4:30 p.m. on April 30, 2020, or such other date as the Parties may in writing agree;
- (g) "Contaminant" has, for the purposes of this Agreement, the same meaning as that contained in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour;
- (h) "Date of Acceptance" means the date the Town approves and accepts this Agreement;
- (i) "Environmental Law" means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements;
- (j) "Hazardous Substances" includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law;
- (k) "HST" has the meaning ascribed to it in paragraph 3 of this Agreement;
- (l) "Improvements" means, individually or collectively, as the context requires, all buildings, structures, and improvements located on, upon or under the Property, including, without limitation, any paved or concrete surface and/or any other thing therein or thereunder;
- (m) "Land Use Regulations" means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing official plans, zoning by-laws and zoning orders;
- (n) "Municipality" means the municipality where the Property is located;
- (o) "Participation Agreement" means the Participation Agreement as defined in section 16.01 of the Town Purchase Agreement, and as entered into by the Town pursuant to the Town APS as referred to in Schedule 1;
- (p) "Assignment and Assumption of Participation Agreement" means the agreement and assumption of Participation Agreement attached to and forming part of this Agreement as **Schedule 3** (it being understood by the Parties, however, that, in and for purposes of this Agreement only, the Schedule A referred to in the Assignment and Assumption of Participation Agreement has not been appended to and as part of said Schedule 3 for reasons of brevity only, to avoid extreme duplication);

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- (q) "Permitted Encumbrances" means, collectively, the encumbrances listed in **Schedule 4** and any encumbrances created under the terms of this Agreement;
- (r) "Sale Approval" means:
 - (i) the consent of Her Majesty to the Transaction contemplated in and by this Agreement without the imposition of conditions or otherwise that the Town may or does find, in the Town's sole and unfettered discretion, objectionable; and
 - (ii) Her Majesty having executed any and all documentation required for all purposes of the Transaction, including, without limitation, the Assignment and Assumption of Participation Agreement;
- (s) "Tenancy Agreements" means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule 4 of this Agreement; and
- (t) "Transaction" means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.

Agreement of Purchase and Sale

2. The Town agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Town in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Town for the purchase price (the "Purchase Price") of \$15,700.00, which Purchase Price shall be paid by the Purchaser to the Town for the Property, exclusive of HST and subject to adjustments, on the Completion Date.

Harmonized Sales Tax

3. The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the Excise Tax Act, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to paragraph 4 of this Agreement, the Purchaser agrees to pay to the Town, on the Completion Date, as a condition of completion of this Transaction, by certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the Act.
4. Notwithstanding paragraph 3 above, the Town will not collect HST from the Purchaser in this Transaction if, on Completion, the Purchaser is registered under the Act and in that event, the Purchaser shall:
 - (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Town, on the Completion Date, a certificate confirming that: the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, and that the Purchaser shall self-assess for any such exigible HST amount, and, in addition, an indemnity in favour of the Town for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Town as a result of the Town's failure to collect HST from the Purchaser on the Completion Date, such certificate and indemnity to be in the form attached to and forming part of this Agreement as **Schedule 5**

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failing which the Purchaser shall pay to the Town on Completion the HST payable by the Purchaser with respect to this Transaction and the Town shall remit such HST.

5. Paragraphs 3 and 4 inclusive of this Agreement and the obligations of the Purchaser provided for therein shall not merge but shall survive the Completion Date and shall be continuing obligations of the Purchaser.

"As is, Where is" and Environmental Indemnity

6. The Purchaser acknowledges and agrees that:

- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Town or any other person on behalf of, or at the direction of, the Town in connection therewith;
- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any Improvements thereon in an "As Is, Where Is" condition. The term "As Is, Where Is" means in its condition or state on the date of Completion without any agreement, representation, or warranty of any kind whatsoever, either express or implied on the part of the Town or any other person, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Property, suitability for development, physical characteristics, profitability, the condition of any Improvements in and on the Property (if any), or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser's intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property; and
- (c) the Town shall have no obligations or responsibility to the Purchaser after Completion with respect to any matter relating to the Property or the condition or state thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Town to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

The provisions of this paragraph 6 shall survive and not merge on Completion.

7. The Town agrees to provide to the Purchaser, within 5 days of the date of the execution by the Town of this Agreement, the document (the "Document") listed in **Schedule 6**. The Purchaser acknowledges and agrees that:
 - (a) the Document is being provided to the Purchaser for informational purposes only and the Town makes no representations or warranties whatsoever with respect to the content, completeness, accuracy, or otherwise of the

-5-

Document, or the environmental or any other condition of the Property;

- (b) the Town shall not be liable to the Purchaser, its agents, employees, lending institution, or otherwise in any way for any error, omission or inaccuracy contained in the Document; and
 - (c) as of the Completion Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Document or have or could have been discovered by Purchaser in the course of its due diligence or other investigations or inspections of the Property or otherwise.
8. The Purchaser covenants and agrees that the Document provided by the Town and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("Purchaser's Reports") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Document, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Town, and the Purchaser shall refuse all requests for such Document, Purchaser's Reports and/or information in the absence of the Town's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser shall promptly return the Document to the Town and, in addition thereto, provide the Town with all Purchaser's Reports without keeping copies. The Purchaser shall deliver to the Town forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.
 9. The Purchaser shall, on Completion, be conclusively deemed to accept the Property in its As Is, Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date (as Requisition Date is defined in paragraph 27 hereof), and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Town including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
 10. As an inducement to, and as further consideration for, the Town agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Completion Date, the Purchaser shall forever release and covenant not to sue the Town and its affiliates, subsidiaries, related legal entities, employees, Councillors, directors, officers, appointees, and/or other representatives with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Document, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or

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death, property damage, statutory claims under Environmental Laws and claims for contribution.

11. The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Town and its affiliates, subsidiaries, related legal entities, employees, Councillors, directors, officers, appointees, and/or other representatives from any and all costs (including, without limitation, and all legal, consultant and witness costs and fees on a full indemnity basis), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on, or under the Property, the Improvements in and on the Property, or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision or Authority because of the presence of Hazardous Substances or Contaminants, in, on, or under the Property, the Improvements or any environmental medium, structure or paved surface or emanating therefrom.
12. The Purchaser agrees to execute and provide to the Town at the time of Completion such further documentation of and as to the agreements herein contained as requested by the Town, including, but not limited to, an agreement in the form attached to and forming part of this Agreement as **Schedule 7** whereby the Purchaser shall reaffirm the release, covenant not to sue, and indemnifications regarding the condition of the Property and environmental matters set forth in this Agreement. Notwithstanding the foregoing, the release, covenant not to sue, and indemnifications set forth in this Agreement shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and Purchaser shall be bound by them, regardless of whether or not Purchaser executes any separate instrument at the time of Completion.
13. Paragraphs 6 to 13 inclusive of this Agreement and the obligations of the Purchaser provided for therein shall not merge but shall survive the Completion Date and shall be continuing obligations of the Purchaser.

Town's Obligation to Complete

14. The obligation of the Town to complete the Transaction is conditional upon fulfilment of each of the following conditions on or before the Completion Date or any earlier date or time specified in this Agreement:
 - (a) the Town shall have obtained the Sale Approval pursuant to paragraph 17 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this

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Agreement shall be true and accurate in all material respects as if made as of the Completion Date; and

- (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Town in accordance with this Agreement.
15. The conditions set forth in paragraph 14 of this Agreement are for the sole benefit of the Town and may be waived in whole or in part by the Town, or by its solicitors on its behalf, in the sole and absolute discretion of the Town by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Town to complete this Agreement on the Completion Date.
 16. If a condition set forth in paragraph 14 of this Agreement is not fulfilled within the applicable time period, if any, and the Town fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on Completion in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Town's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and:
 - (a) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in paragraph 14(a) of this Agreement, neither the Town nor the Purchaser shall be liable to the other for any loss, costs or damages; and
 - (b) in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in paragraph 14(b), 14(c), and 14(d) of this Agreement, the Town shall be entitled to any and all rights and remedies available to it in law or equity arising from the Purchaser's default therein.

Conditions

17. The obligation of the Town to complete the Transaction is conditional upon fulfilment of the following conditions:
 - (a) that on or before the Completion Date, the Town shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld; and
 - (b) that on or before the Completion Date, the Purchaser shall have done such things and executed any and all documents (including, without limitation, the Participation and Assignment Agreement) as required by, this Agreement and/or Her Majesty and/or any other Authority.
18. The Purchaser agrees that should the Town be unable to satisfy the condition set out in paragraph 17(a) of this Agreement on or before the Completion Date, then the Town may, at its option and in its sole discretion, extend the Completion Date for an additional 90 days by notice in writing to the Purchaser given on or before the Completion Date.
19. The Purchaser acknowledges that any Sale Approval that the Town obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "Approval Term"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "Expiry Date"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Town shall have obtained a Sale

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Approval for the Property in satisfaction of the condition set out in paragraph 17(a) of this Agreement, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the or any condition set out in paragraph 17(a) of this Agreement, this Agreement shall then be null and void, and neither the Town nor the Purchaser shall be liable to the other for any loss, costs or damages.

Risk

20. From and including the Completion Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall and does hereby accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Completion Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under, or near the Property existing as of the Completion Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any governing Authority.

Town's Warranties, Representations, and Covenants

21. The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by the Town under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Town delivers on Completion the prescribed certificate or a statutory declaration that Town is not then a non-resident of Canada.
22. Any information provided by the Town or its agents, authorized representatives, or otherwise, including, without limitation, the Document, and any comments made by the Town, its employees, officers, directors, appointees, agents, consultants, representatives, and/or otherwise are for the assistance of the Purchaser in allowing it to make its own inquiries. The Town makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Document or any other information it has provided to the Purchaser.

Purchaser's Warranties, Representations, and Covenants

23. The Purchaser shall accept possession of the Property on the Completion Date in an As Is, Where Is condition, subject to the Permitted Encumbrances.
24. As of the Completion Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Town shall have no further responsibility whatsoever therefor.
25. Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Town with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Town may have entered into concerning the Property prior to the Completion Date.
26. On the Completion Date, the Purchaser will execute and deliver an Acknowledgement and Indemnity in form attached to and forming part of this Agreement as **Schedule 8** accepting, assuming and indemnifying the Town with respect to all such matters referred to in paragraphs 23 through 25 inclusive of this Agreement.

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Title

27. The Purchaser shall have until the day which is 7 days before the Completion Date (the "Requisition Date") to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to 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 of the Town.
28. On the Completion Date, the Purchaser shall accept title to the Property in an As Is, Where Is condition and subject to the following:
 - (a) the Land Use Regulations; and
 - (b) the Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Town shall not be required to provide any evidence of compliance with same.

29. If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Town in writing with a valid objection to title which the Town is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection and the Town shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise of this Agreement.
30. The Town hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Town agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by others.

No Assignment

31. The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Property, without, in each instance, obtaining the prior written consent of the Town, which consent may be arbitrarily and unreasonably withheld.
32. If the Town consents to an assignment of this Agreement to a third party (the "Assignee"), the Purchaser shall cause the Assignee and the Purchaser to covenant in writing in favour of the Town to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.

Participation Agreement

33. The Purchaser shall, on or before the Completion Date, execute and provide to the Town and to Her Majesty, the Assignment and Assumption of Participation Agreement and such other documents in respect thereof or related thereto as the Town and/or Her Majesty may require.
34. As of the Completion Date, the Purchaser hereby assumes all obligations of the Town in, under, and pursuant to the Participation Agreement, which are to be observed or performed and shall be responsible for all obligations of the Town under the Participation Agreement whether or not such obligations arose prior to the Completion Date (which obligations are herein called the "Participation Agreement Assumed Obligations") and covenants and agrees with the Town that from and

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including the Completion Date, the Purchaser will observe and perform all Participation Agreement Assumed Obligations whether or not such obligations arose prior to the Completion Date, including making all payments or otherwise performing all obligations of the Town in accordance with the provisions of the Participation Agreement. The Purchaser hereby acknowledges that all representations, warranties, and covenants provided for in paragraphs 33 and 34 of this Agreement shall survive Closing, and agrees to indemnify the Town and its successors, administrators, permitted assigns, directors, Councillors, officers, employees, agents, servants, representatives, appointees, affiliates, subsidiaries, related legal entities, and all others for whom the Town is or may be responsible in law, from and against all loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims, or demands arising from or connected with the Participation Agreement and/or the assignment thereof to the Purchaser.

Preparation of Transfer/Deed Documents and Fees/Costs

35. The Transfer/Deed of the Property and the Affidavit of Residence and Value of the Consideration will be prepared by the Purchaser.
36. The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of land transfer tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.
37. All legal and other costs (including, without limitation, all applicable disbursements and taxes and any costs or expenses as may be requested by or required to be paid to Her Majesty), incurred by the Town with respect to or in any way related to this Agreement, the Transaction, and/or completion of the Transaction shall be paid by the Purchaser to the Town (including, without limitation, any and all legal costs and applicable taxes, all on a full indemnity basis). Such of such costs as are incurred prior to and including the Completion Date shall be treated as an adjustment to the Purchase Price in the Town's favour in accordance with paragraph 40 of this Agreement.
38. The Purchaser shall, in addition, pay to the Town:
 - (a) the sum of \$10,000.00 in respect of, and in reimbursement for, the cost and expense (of a reference plan of survey) paid by the Town to Her Majesty on the purchase of the Property by the Town from Her Majesty; and
 - (b) the sum of \$950.00 in respect of snowplowing costs incurred by the Town since the date of the Town's purchase of the Property from Her Majesty.

Such costs, including, without limitation, all applicable disbursements and taxes, shall be treated as an adjustment to the Purchase Price in the Town's favour in accordance with paragraph 40 of this Agreement.

Tender

39. Any tender of money or documents pursuant to this Agreement may be made on the Town or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Town and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the Party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering Party's solicitor without the cooperation or participation of the other Party's solicitor, and specifically when the tendering Party's solicitor has electronically "signed" the Transfer/Deed of Land and

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any other Closing document, if any, to be electronically registered for completeness and granted access to the other Party's solicitors to same, but without the necessity for the tendering Party's solicitor actually releasing such documents to the other Party's solicitor for registration.

Adjustments

40. Adjustments between the Town and the Purchaser shall be made on the Completion Date for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property. Such adjustments shall be made on the basis that, subject to and except as otherwise provided for in this Agreement (including, without limitation, paragraphs 6 to 13 inclusive, paragraph 37, and as elsewhere provided for in this Agreement):
 - (a) the Town shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Completion Date; and
 - (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Completion Date.
41. Any adjustments that cannot be determined on the Completion Date shall be determined by the Parties as soon after the Completion Date as is reasonably possible. Any amounts payable by one Party to the other, as determined by the Parties, acting reasonably, shall be paid within 10 days of the request for such payment. On the Completion Date, the Town and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
42. All adjustments to be made under paragraph 40 of this Agreement shall be completed on or before the date which is no later than 6 months from the Completion Date and no re-adjustment may be made by either Party thereafter.

Electronic Registration

43. Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Town and Purchaser acknowledge and agree that the exchange of Closing funds, non-registrable documents and other Completion deliverables provided for herein and the release thereof to the Town and Purchaser 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 Completion deliverables will be required to hold same in escrow 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.

Completion Deliverables

44. Subject to the provisions of this Agreement, the Town covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser's solicitors on or before the Completion Date, each of the following:
 - (a) possession of the Property in an As Is, Where Is condition, subject to the

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rights of others as set out in the Permitted Encumbrances;

- (b) an assignment of the Permitted Encumbrances, as applicable;
 - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a direction regarding the payment of funds;
 - (e) statement of adjustments; and
 - (f) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.
45. Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Town or the Town's solicitors on or before the Completion Date each of the following:
- (a) a certified cheque or bank draft for the balance of the Purchase Price due on the Completion Date;
 - (b) a direction as to title;
 - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) Assignment and Assumption of Participation Agreement in the form attached as Schedule 3;
 - (e) HST Declaration and Indemnity in the form attached as Schedule 5;
 - (f) Environmental Indemnity and Covenant Not to Sue in the form attached as Schedule 7;
 - (g) Acknowledgement and Indemnity in the form attached Schedule 8;
 - (h) Assignment and Assumption of the Permitted Encumbrances in the form attached to and forming part of this Agreement as **Schedule 9**; and
 - (i) such other deeds, conveyances, resolutions and other documents as the Town or its solicitors may reasonably require in order to implement the intent of this Agreement.

Notice

46. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier, facsimile, or scanned electronic transmission addressed:

to the Town at:

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

Attention: Town Clerk

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Facsimile: 807-274-8479
 Email: Islomke@fortfrances.ca

and to the Purchaser at:

Fort Frances Community Clinic Inc.
 301 Victoria Avenue
 Fort Frances, Ontario
 P9A 2C1

Attention: Executive Director

Facsimile: 807-274-7875
 Email: gyerxa@ffht.ca

or at such other addresses as the Town and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, 3 after the same is mailed. Any Party may, at any time by notice given in writing to the other Party, change the address for service of notice on it.

Confidentiality

47. The Parties agree to take all necessary precautions to maintain the confidentiality of this Agreement, however, the Purchaser acknowledges that this Agreement and any information or documents that are provided to the Town may be released pursuant to the provisions of various legislative and other enactments in respect of freedom of information and otherwise. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
48. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers, authorized representatives, and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Town and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers, authorized representatives, and its financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Town pursuant to this Agreement, without first obtaining the prior written consent of the Town for such disclosure or use and in the event of termination of this Agreement, the Purchaser shall be responsible for returning all such documentation and information to the Town without making or keeping copies.

General

49. Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Town and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
50. This Agreement shall be binding upon, and enure to the benefit of, the Town and the Purchaser and their respective successors and permitted assigns. The Town and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Town and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive

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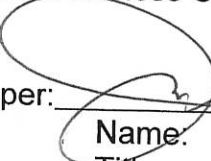
Completion and remain in full force and effect and be binding upon the Parties, save and except as may be otherwise expressly provided for in this Agreement.

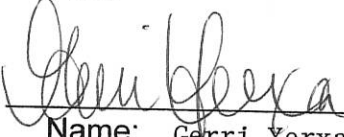
51. Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
52. The headings, subheadings and clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
53. References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted, and/or consolidated from time to time and any successor statute thereto.
54. Every provision of this Agreement by which the Purchaser is obligated in any way shall be deemed to include the words "at the expense of the Purchaser" (including, without limitation, the payment of any applicable taxes (including HST)) unless the context or provision otherwise requires.
55. This Agreement constitutes the entire agreement between the Parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties hereto.
56. This Agreement and the rights and obligations of the Town and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
57. Wherever this Agreement makes reference to a requirement for the consent or approval of the Town, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Town.
58. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
59. If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, Party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
60. 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.
61. 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.
62. Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both Parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

63. Signature of this Agreement by the Purchaser and the submission thereof to the Town constitutes an offer under seal, which is irrevocable for 10 days from the date it is submitted to the Town and open for acceptance by the Town during said 10 day period, subject to an extension for a further period up to 10 days at the sole discretion of the Town. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Town.

OFFERED by the Purchaser this 17th day of January, 2020

Fort Frances Community Clinic Inc.

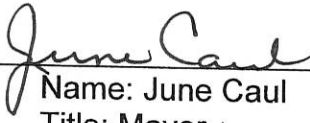
per: 
Name: John McTaggart
Title: Chair

per: 
Name: Gerri Yerxa
Title: Executive Director *

I/we have authority to bind the Corporation

ACCEPTED by the Town this 19th day of February, 2020

The Corporation of the Town of Fort Frances

per: 
Name: June Caul
Title: Mayor

per: 
Name: Elizabeth Slomke
Title: Clerk *

I/we have authority to bind the Corporation

From: jtupker@tbaytel.net
To: [Town](#)
Subject: Municipal Council resolution to stop the cuts to health care
Date: Thursday, February 13, 2020 10:30:46 AM
Attachments: [Municipal Council Resolution - Fort Frances.docx](#)

Dear Mayor Caul,

Health Care in Ontario has been struggling to meet the needs of citizens for years and now is under attack by the current provincial government with planned cuts and closures of public health care services.

The Ontario Health Coalition has for years fought to bring these health care issues to the attention of Ontario citizens and has now undertaken a campaign to raise its concerns to premier Doug Ford and his Conservative government.

I am writing [today](#) as Chair of the Thunder Bay Health Coalition and a Board member of the Ontario Health Coalition to ask you and your council to help us in this campaign.

We are asking municipalities across the province to pass a resolution (attached) that calls for the Ontario government to halt the closures, mergers and cuts to local health care services that our communities have spent almost a century or more building.

We hope that with the support of over 400 municipal governments that the government will reconsider its actions and stop the planned cuts, mergers and closures.

You can contact me at jtupker@tbaytel.net or at (807) 577-5946 for further information on this issue and to let me know if you and your Council has or has not passed the resolution.

I hope that you and your council can pass this resolution and support our campaign.

Sincerely,

Jules Tupker

Municipal Council Resolution to Save Local Health Care Services

WHEREAS public health care consistently ranks as the top priority in public opinion polls, and;

WHEREAS Public Health provides vital health promotion and prevention services based on the unique demographic and economic, social, and cultural needs of our communities, and;

WHEREAS the evidence from hospital amalgamation in Ontario and across Canada is that they have cost billions of dollars and have not yielded the promised administrative savings but have taken money away from frontline care, and;

WHEREAS there is no evidence to support the proposed closure of 25 out of 35 local Public Health Units, the closure of 12 of 22 local ambulance dispatch centres, and the closure of 49 out of 59 local ambulance services, and;

WHEREAS there is a deep consensus among virtually all stakeholders that increasing acuity in our long-term care homes requires additional staff and resources, not cancellation of the two special funds and real dollar cuts to per diem funding of our long-term care homes, and;

WHEREAS our local hospitals have been downsized for an entire generation and cannot meet population needs while sustaining real dollar cuts to hospital global budgets.

THEREFORE BE IT RESOLVED:

That the Council of the Town of Fort Frances calls upon the Ontario government to halt the closures of, mergers of, and cuts to our local health care services including Public Health Units, land ambulance services, hospitals and long-term care homes.



PRESS RELEASE

New Gold Releases Updated Life of Mine Results for the Rainy River and New Afton Mines Provides Mineral Reserves & Resources Update

February 13, 2020 – New Gold Inc. (“New Gold” or the “Company”) (TSX and NYSE American: NGD) reports results of the updated Life of Mine plans for the Rainy River (“Rainy River”) and New Afton (“New Afton”) Mines. A National Instrument 43-101 (“NI 43-101”) Technical Report for each operation will be filed within 45 days. *(All amounts are in U.S. dollars unless otherwise indicated).* The Company is also providing updated Mineral Reserves and Resources as of December 31, 2019. A technical session will be webcast directly following the Company’s fourth quarter earnings call, which is scheduled to begin at 12:00 p.m. Eastern time. *(webcast details are provided at the end of this press release. The Technical Session presentation is available on the Company’s website at newgold.com).*

Over the past year, the Company has undertaken a comprehensive mine optimization study for the Rainy River Mine that included a review of alternative open pit and underground mining scenarios with the overall objective of improving the return of investment and creating a life of mine plan that secures optimal profitability at a mineral reserve gold price of \$1,275 per ounce. The Company is also releasing results of an integrated New Afton B3 and C-zone optimization life of mine study that is focused on de-risking the execution of the C-zone project, primarily targeting mine plan optimization and subsidence control, confirming capital requirements, finalization of the tailings disposal plan, dewatering and stabilization of the historic tailings area and advancing permitting efforts while maintaining a self-funded approach.

“Over the past number of months we have evaluated numerous scenarios for the Rainy River Mine and are pleased to release an updated life of mine plan that delivers a solid open pit and underground mine plan that positions the operation for profitability and free cash flow generation beginning in Q4 2020 that continues over the balance of the mine life.” said Renaud Adams, CEO. “We have also released an integrated mine plan that optimizes the self-funded development of New Afton’s B3 and C-Zone that could deliver significant free cash flow of more than 1 billion dollars over the life of mine. We now have a clear and profitable path forward for New Gold, a path that we are confident will create value for our shareholders.”

Rainy River Life of Mine Highlights

Over the past year, the Company worked diligently on creating a new operating vision for the Rainy River Mine with the objective of creating a mine plan that optimizes the return on investment, while achieving profitability at an early stage of the plan. Consistent with that objective, the Company has evaluated various open pit and underground mining scenarios that prioritized mining in areas that generate positive margins and drive meaningful cash flow over the balance of a shorter, but more profitable mine life. In future years, there remains potential to extend the underground mine life beyond 2028 should the prevailing gold price support the development of additional mining areas during that period and/or exploration efforts increase the resource inventory.

Rainy River Life of Mine Highlights		
	Life of Mine ^{1,3}	Sensitivity ²
Tonnes ore mined open pit (Mt)	67.5	67.5
Open pit mined grade (gold g/t)	0.91	0.91
Tonnes ore mined underground (Mt)	4.1	4.1
Underground mined grade (gold g/t)	4.17	4.17
Mill production (ktpd)	25.8	25.8
Milled grade (gold g/t)	1.06	1.06
Gold recovery (%)	89	89
Total gold eq. production (k oz)	2,388	2,384
Avg. annual gold eq. production (k oz)	289	289
Cash costs per gold eq. oz. (\$/oz)	\$665	\$670
AISC per gold eq. oz. (\$/oz)	\$967	\$973
Sustaining capital (\$M) ⁴	\$586	\$586



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Growth capital (\$M) ⁴	\$56	\$56
Cumulative total cash flow (\$M)	\$557 ³	\$1,096
After-tax NPV ^{5%}	\$421	\$859
<ol style="list-style-type: none"> 1. Assuming \$1,300 per gold ounce, \$16.00 per silver ounce, and a foreign exchange rate of 1.30 Canadian dollars to 1 US 2. Assuming \$1,550 per gold ounce, \$17.50 per silver ounce, and a foreign exchange rate of 1.30 Canadian dollars to 1 US dollar 3. LOM value includes a negative cash flow of \$68 million post 2028 primarily for closure activities 4. Sustaining and Growth Capital spend exclude working capital movements 5. Gold eq. ounces include 3.6 million silver ounces produced converted to a gold equivalent based on a ratio of the prices for the commodities in (1) and (2) 		
<i>Totals may not compute exactly due to rounding.</i>		

- The open pit mine plan considers mining a smaller pit shell using a \$1,275 gold price and a mineral reserve cutoff grade ranging between 0.46-0.49 g/t gold eq. that focuses on mining open pit ore at a lower strip ratio of 2.53:1 (waste:ore) over a mine life from 2020 to 2024, with full depletion of the open pit in early 2025. While the operating cut-off grade has increased to a range of 0.46-0.49 g/t gold eq. (from 0.30 g/t), the lower grade open pit ore (0.30-0.46/0.49 g/t gold eq.) will continue to be stockpiled for processing during the underground mine life, which continues beyond the completion of open pit mining. The reduced size of the open pit significantly decreases capital requirements as waste mining (including overburden stripping) requirements decrease by more than 150 million tonnes and required stabilization of the waste dumps is minimized. Using new unit costs, geotechnical, metallurgical, water balance and capital requirement assumptions, the new plan delivers superior value and free cash flow over the period 2020 to 2024, as well as the life of mine, as compared to the 2018 plan, even with reduced gold Mineral Reserves.
- The underground mine plan was evaluated on a zone by zone basis and includes mining areas that provide optimal profitability at a gold price of \$1,275 per ounce. Underground mining is expected to begin in 2022 and ramps-up over the underground mine life with peak production from 2025 to 2027. All gold ounces located in zones that did not meet the profitability threshold have been removed from the underground mine plan. The underground mine will be accessed via five portals, including four in-pit portals, as well as the Intrepid zone portal located to the east of the open pit, which significantly reduces capital development spend. There remains potential for underground mine life extension should the gold price environment support the inclusion of additional mining areas during the underground mine life and/or exploration efforts increase the resource inventory.
- The mill facility is planned to average approximately 25,800 tonnes per day and availability is expected to average 92%. Head grade over the life of mine is projected to average 1.06 gold grams per tonne at a recovery rate of 89%. The low-grade ore stockpile is expected to supplement underground mill feed from 2026 to 2028.
- Capital spend for the life of mine was optimized with a significant reduction in capital required for the Underground development and infrastructure. From the life of mine period, the operation is expected to generate free cash flow (including capital leases, closure costs and gold stream payments) of approximately \$550 million at a gold price assumption of \$1,300 per gold ounce, or more than \$1 billion at a spot gold price assumption of \$1,550 per gold ounce.
- For the period 2020 to 2024, the operation is expected to generate free cash flow (including capital leases and gold stream payments) of approximately \$250 million at a gold price assumption of \$1,300 per gold ounce, or approximately \$600 million at a spot gold price assumption of \$1,550 per ounce.



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New Afton Mine

In early 2019, the Company reinvested in the future of the New Afton Mine by re-launching a self-funded development strategy for the C-zone, which extends mine life to 2030, including processing of stockpiled ore, with robust economics. Over the past year, the Company has focused on de-risking the execution of the C-zone, including the finalization of the mine design, tailings disposal plan, subsidence and stabilization and advancing permitting efforts. The updated mine plan also provides technical and cost updates for the life of mine.

New Afton Life of Mine Highlights		
	Life of Mine ^{1,4}	Sensitivity ²
Tonnes ore mined (Mt)	48.1	48.1
Head grade mined (gold g/t)	0.68	0.68
Head grade mined (copper %)	0.77	0.77
Avg. Mill production (ktpd)	13.3	13.3
Gold recovery (%)	86	86
Copper recovery (%)	89	89
Total gold production (oz)	917.8	917.8
Total copper production (Mlb)	745.7	745.7
Avg. annual gold eq. production (k oz)	260.2	221.1
Cash costs per gold eq. oz. (\$/oz)	\$610	\$717
AISC per gold eq. oz. (\$/oz)	\$681	\$801
Sustaining capital (\$M) ³	\$175	\$175
Growth capital (\$M) ³	\$460	\$460
Cumulative total cash flow (\$M)	\$1,051	\$1,092
After-tax NPV	\$735	\$766
^{1.} Assuming \$1,300 per gold oz., \$16.00 per silver oz., \$3.00 per copper pound and a foreign exchange rate of 1.30 Canadian dollars to 1 US dollar ^{2.} Assuming \$1,550 per gold oz., \$17.50 per silver oz., \$2.75 per copper pound and a foreign exchange rate of 1.30 Canadian dollars to 1 US dollar ^{3.} Sustaining and Growth Capital spend excludes working capital movement ^{4.} LOM value includes a negative cash flow of \$9 million post 2030 primarily for closure activities offset by salvage values ^{5.} Gold eq. ounces include copper pounds, and 2.3 million silver ounces produced converted to a gold equivalent based on a ratio of the prices for the commodities in (1) and (2).		
Totals may not compute exactly due to rounding.		

- From 2020 to 2024, the development of the higher-grade C-zone will continue to be advanced, with production beginning in Q3 2024 and ramping up to full production from 2025 to 2029.
- Development of the C-zone is expected to be self-funded using life of mine gold and copper price assumptions of \$1,300 per gold ounce and \$3.00 per copper pound or using spot gold and copper prices of \$1,550 per gold ounce and \$2.75 per copper pound.
- Lower production is expected for the period of 2021 to 2024 (with lower production planned for 2024), until the C-zone begins production. This lower production period could be partially offset with the potential incorporation of additional resources from the Sub-level cave ("SLC") zone into the mine plan as we potentially grow the zone through exploration drilling programs.
- The updated life of mine plan incorporates thickened and amended tailings to increase stability of the current and historical tailings, with in-pit thickened tailings deposition planned for the C-zone ore portion.
- The new mine plan also provides geotechnical study updates with the objective of enhancing the mine plan and subsidence control.



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- Total capital for the life of mine (\$175 million and \$460 million in sustaining and non-sustaining capital, respectively) is expected to remain high from 2020 to 2023, primarily related to the development of the C-zone and decrease significantly in 2024 to 2026, with minimal capital over the balance of the mine life.
- Over the life of mine the operation is expected to generate free cash flow (including capital leases) of more than \$1 billion, at metal prices of \$1,300 per gold ounce and \$3.00 per copper pound and spot gold and copper prices of \$1,550 per gold ounce and \$2.75 per copper pound. Over the capital intensive C-zone development period from 2020 to 2024, the operation will generate free cash flow of more than \$100 million at metal prices of \$1,300 per gold ounce and \$3.00 per copper pound and spot gold and copper prices of \$1,550 per gold ounce and \$2.75 per copper pound.
- There remains significant potential to further extend mine life as exploration programs advance at depth below and down plunge of the SLC-zone and east of the C-zone block cave and within the broader New Afton land package.

Mineral Reserves and Resources (as at December 31, 2019)

As at December 31, 2019, New Gold is reporting Mineral Reserves and Resources as summarized in the table below. Detailed Mineral Reserve and Resource tables follow at the end of this press release.

Mineral Reserves and Resources Summary¹

	As at December 31, 2019			As at December 31, 2018		
	Gold koz	Silver koz	Copper Mlbs	Gold koz	Silver koz	Copper Mlbs
Proven and Probable Mineral Reserves						
Rainy River	2,636	6,266	-	4,186	12,116	-
Open Pit	1,748	3,602	-	2,554	5,993	-
Underground	549	1,034	-	1,021	2,728	-
Low grade and stockpile	339	1,629	-	610	3,395	-
New Afton	1,005	2,844	802	1,077	3,280	903
Blackwater	8,170	60,800	-	8,170	60,800	-
Total Proven and Probable Reserves	11,811	69,909	802	13,433	76,136	903
Measured and Indicated Mineral Resources (exclusive of Mineral Reserves) ⁽¹⁾						
Rainy River	1,914	5,120	-	2,139	7,321	-
Open Pit	245	789	-	1,361	5,133	-
Underground	1,669	4,331	-	778	2,188	-
New Afton	1,118	3,754	933	1,061	3,645	891
Blackwater	1,402	8,915	-	1,400	8,733	-
Total Measured and Indicated Mineral Resources	4,434	17,788	933	4,600	19,699	891
Total Inferred Mineral Resources	754	3,124	121	1,001	3,860	132

¹. Refer to the detailed Mineral Reserve and Mineral Resource tables follow at the end of this press release for the estimates as at December 31, 2019 and the Company's Annual Information Form dated March 29, 2019 for estimates as at December 31, 2018.

Consolidated gold Mineral Reserves decreased by approximately 1,622,000 gold ounces as compared to 2018. This decrease includes approximately 280,000 gold ounces of mining depletion at the Rainy River Mine and approximately 85,000 gold ounces of mining depletion at the New Afton Mine. Mining depletion was partially offset by approximately 29,900 gold ounces of positive resource to reserve conversion resulting from 2019 drilling and the updated and operational plan at the New Afton Mine.

- The decrease in gold Mineral Reserves for the Rainy River Mine, is primarily associated with the updated open pit and underground mine plans, resulting in a 1,549,000 gold ounce decrease (inclusive of mine depletion) in Mineral Reserves. The decrease in Mineral Reserves was driven by:
 - Updated estimates to life of mine operating and capital costs;
 - Updated recovery model applied to open pit ore material; and
 - Removal of marginal underground material from the life of mine plan.



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- At the New Afton Mine, Mineral Reserves decreased by approximately 72,000 gold ounces over the prior year as a result of mine depletion and optimized block cave shapes, partially offset by the addition of 29,900 gold ounces from the SLC zone.
- At the Blackwater project, Proven and Probable Mineral Reserves remain unchanged as compared to 2018.

Consolidated Measured and Indicated Mineral Resources decreased by approximately 166,000 gold ounces due to the decrease in open pit Mineral Resources at the Rainy River Mine, partially offset by increased underground Mineral Resources at the Rainy River and New Afton Mines.

- Rainy River Mine Measured and Indicated Mineral Resources have correspondingly decreased by 225,000 gold ounces due to the decrease of 1,116,000 gold ounces of open pit Mineral Resources as a result of the impact of key inputs and drivers, partially offset by an increase of 891,000 gold ounces of underground Mineral Resources reclassified from Mineral Reserves.
- Total Measured and Indicated Mineral Resources at the New Afton Mine increased by approximately 57,000 gold ounces.
- Measured and Indicated Mineral Resources at Blackwater remain materially unchanged as compared to the prior year.

Consolidated Inferred Mineral Resources decreased by approximately 226,000 gold ounces due to the decrease at Rainy River and Inferred Mineral Resources at the New Afton Mine and at Blackwater remain materially unchanged as compared to year end 2018.

Technical Information and Qualified Persons

The technical information was developed through the combined efforts of the Company's internal technical team and independent consultants including:

- Francis McCann, General Manager / Principal Mining Engineer, AMC Mining Consultants (Canada) Ltd. Toronto – QP for the Rainy River Open Pit Mineral Reserves Estimate and Open Pit Mining
- Herbert A. Smith, Senior Principal Mining Engineer, AMC Mining Consultants (Canada) Ltd. Vancouver – QP for the Rainy River Underground Mineral Reserves Estimate and Underground Mining
- Dinara Nussipakynova, Principal Geologist, AMC Consultants (Canada) Ltd. Vancouver – QP for the Rainy River Open Pit and Underground Mineral Resources Estimate
- Ken Bocking, Golder Toronto – QP for Rainy River Waste dumps, Open Pit Overburden slopes studies
- Ed Saunders – SRK Vancouver – QP for the Rainy River Open Pit Hard Rock Slopes studies
- Andre Zerwer, Principal Geotechnical Engineer, BGC Sudbury – QP for the Rainy River Tailings Dam studies
- Andrew Millar, Principal Metallurgist, AMC Mining Consultants Pty. Ltd. Brisbane - QP for the Rainy River Metallurgical studies
- Twila Griffith, Senior Environmental Specialist, Rainy River Mine – QP for the Rainy River Environmental Study
- Normand L. Lecuyer, P.Eng., Roscoe Postle Associates Inc. (RPA) – QP for technical information for New Afton
- David W. Rennie, P.Eng., Roscoe Postle Associates Inc. (RPA) – QP for technical information for New Afton
- Holger Krutzelmann, P.Eng., Roscoe Postle Associates Inc. (RPA) – QP for technical information for New Afton
- Luis Vasquez, M.Sc., P.Eng., Roscoe Postle Associates Inc. (RPA) – QP for technical information for New Afton

Technical Session Webcast

On February 13, 2020, a technical session will be webcast to discuss the updated life of mine plans. The webcast will immediately follow the Company's fourth quarter and year-end earnings conference call and webcast scheduled to begin at 12:00 pm Eastern Time. Details for the fourth quarter earnings and technical session webcast are provided below:

- Participants may listen to the fourth quarter earnings call and the technical session webcast by registering on our website at www.newgold.com or via the following link:
<https://onlinexperiences.com/Launch/QReg/ShowUUID=CEE17A95-4B57-414E-90A0-E7B1596C1592>
- An archived webcast will be available until March 3, 2020 at www.newgold.com.
- Presentations for the technical session can be found on the Company's website at www.newgold.com.



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About New Gold Inc.

New Gold is a Canadian-focused intermediate gold mining company with a portfolio of two core producing assets in Canada, the Rainy River and New Afton Mines as well as the 100% owned Blackwater development project. The Company also operates the Cerro San Pedro Mine in Mexico (in reclamation). New Gold's vision is to build a leading diversified intermediate gold company focused on Canada that is committed to environment and social responsibility. For further information on the Company, visit www.newgold.com.

For further information, please contact:

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Cautionary Note Regarding Forward-Looking Statements

Certain information contained in this news release, including any information relating to New Gold's future financial or operating performance are "forward looking". All statements in this news release, other than statements of historical fact, which address events, results, outcomes or developments that New Gold expects to occur are "forward-looking statements". Forward-looking statements are statements that are not historical facts and are generally, but not always, identified by the use of forward-looking terminology such as "plans", "expects", "is expected", "budget", "scheduled", "targeted", "estimates", "forecasts", "intends", "anticipates", "projects", "potential", "believes" or variations of such words and phrases or statements that certain actions, events or results "may", "could", "would", "should", "might" or "will be taken", "occur" or "be achieved" or the negative connotation of such terms. Forward-looking statements in this news release include, among others, statements with respect to: guidance for production, operating expenses per gold ounce sold, total cash costs and all-in sustaining costs and the factors contributing to those expected results, including the timing of filing new technical reports for the Rainy River and New Afton mines, timing of the implementation of the new life of mine plans, the Company's positioning for profitability and sustainable free cash flow beginning in Q1 2020, the development of New Afton's B3 and C-zone and the free cash flow expected from that development, statements under the heading "Rainy River Life of Mine Highlights" and "New Afton Mine", and estimations of the Company's Mineral Reserves and Mineral Resources.

All forward-looking statements in this news release are based on the opinions and estimates of management as of the date such statements are made and are subject to important risk factors and uncertainties, many of which are beyond New Gold's ability to control or predict. Certain material assumptions regarding such forward-looking statements are discussed in this news release, New Gold's latest annual management's discussion and analysis ("MD&A"), Annual Information Form and current technical reports filed at www.sedar.com and on EDGAR at www.sec.gov. In addition to, and subject to, such assumptions discussed in more detail elsewhere, the forward-looking statements in this news release are also subject to the following assumptions: (1) there being no significant disruptions affecting New Gold's operations; (2) political and legal developments in jurisdictions where New Gold operates, or may in the future operate, being consistent with New Gold's current expectations; (3) the accuracy of New Gold's current mineral reserve and mineral resource estimates; (4) the exchange rate between the Canadian dollar and U.S. dollar, and to a lesser extent, the Mexican Peso, being approximately consistent with current levels; (5) prices for diesel, natural gas, fuel oil, electricity and other key supplies being approximately consistent with current levels; (6) equipment, labour and materials costs increasing on a basis consistent with New Gold's current expectations; (7) arrangements with First Nations and other Aboriginal groups in respect of the Rainy River, New Afton and Blackwater being consistent with New Gold's current expectations; (8) all required permits, licenses and authorizations being obtained from the relevant governments and other relevant stakeholders within the expected timelines and the absence of material negative comments during the applicable regulatory processes; (9) metals and other commodity prices and exchange rates being consistent with those estimated for the purposes of 2019 guidance; (10) the qualified persons being able to complete the new technical reports within 45 days; and (11) the Company's ability to implement the new life of mine plans on the timing described herein or at all.

Forward-looking statements are necessarily based on estimates and assumptions that are inherently subject to known and unknown risks, uncertainties and other factors that may cause actual results, level of activity, performance or achievements to be materially different from those expressed or implied by such forward-looking statements. Such factors include, without limitation: significant capital requirements and the availability and management of capital resources; additional funding requirements; price volatility in the spot and forward markets for metals and other commodities; fluctuations in the international currency markets and in the rates of exchange of the currencies of Canada, the United States and, to a lesser extent, Mexico; discrepancies between actual and estimated production, between actual and estimated Mineral Reserves and Mineral Resources and between actual and estimated metallurgical recoveries; risks related to early production at the Rainy River Mine,



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including failure of equipment, machinery, the process circuit or other processes to perform as designed or intended; fluctuation in treatment and refining charges; changes in national and local government legislation in Canada, the United States and, to a lesser extent, Mexico or any other country in which New Gold currently or may in the future carry on business; taxation; controls, regulations and political or economic developments in the countries in which New Gold does or may carry on business; the speculative nature of mineral exploration and development, including the risks of obtaining and maintaining the validity and enforceability of the necessary licenses and permits and complying with the permitting requirements of each jurisdiction in which New Gold operates, the lack of certainty with respect to foreign legal systems, which may not be immune from the influence of political pressure, corruption or other factors that are inconsistent with the rule of law; the uncertainties inherent to current and future legal challenges New Gold is or may become a party to; diminishing quantities or grades of Mineral Reserves and Mineral Resources; competition; loss of key employees; rising costs of labour, supplies, fuel and equipment; actual results of current exploration or reclamation activities; uncertainties inherent to mining economic studies; changes in project parameters as plans continue to be refined; accidents; labour disputes; defective title to mineral claims or property or contests over claims to mineral properties; unexpected delays and costs inherent to consulting and accommodating rights of Indigenous groups; risks, uncertainties and unanticipated delays associated with obtaining and maintaining necessary licenses, permits and authorizations and complying with permitting requirements. In addition, there are risks and hazards associated with the business of mineral exploration, development and mining, including environmental events and hazards, industrial accidents, unusual or unexpected formations, pressures, cave-ins, flooding and gold bullion losses and risks associated with a mine with relatively limited history of commercial production, such as Rainy River, (and the risk of inadequate insurance or inability to obtain insurance to cover these risks) as well as the "Enterprise Risk Management and Risk Factors" section of the MD&A, included in New Gold's Annual Information Form, previous MD&A and other disclosure documents filed on and available at www.sedar.com and on EDGAR at www.sec.gov. Forward-looking statements are not guarantees of future performance, and actual results and future events could materially differ from those anticipated in such statements. All of the forward-looking statements contained in this news release are qualified by these cautionary statements. New Gold expressly disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, events or otherwise, except in accordance with applicable securities laws.

Technical Information

The scientific and technical information relating to Mineral Reserves contained herein has been reviewed, verified and approved by Mr. Andrew Croal, Director, Technical Services of New Gold. The scientific and technical information relating to Mineral Resources and exploration activities and results contained herein has been reviewed and approved by Mr. Michele Della Libera, Director, Exploration of New Gold. All other scientific and technical information contained herein has been reviewed and approved by the persons named under the heading "Technical Information and Qualified Persons" with respect to the technical and scientific information noted for each name. Mr. Croal is a Professional Engineer and member of the Association of Professional Engineers Ontario. Mr. Della Libera is a Professional Geoscientist and a member of Engineers & Geoscientists British Columbia and Professional Geoscientists Ontario. Mr. Croal, Mr. Della Libera and the persons named under the heading "Technical Information and Qualified Persons" are "Qualified Persons" for the purposes of NI 43-101. No limitations were imposed on these Qualified Persons with respect to the verification of the data contained herein. Further detail about the mineral resource and reserve estimates, including assumptions, parameters, risks and data verification measures, will be available in the updated technical reports to be filed by the Company within 45 days following the date of this news release.

Cautionary Note to U.S. Readers Concerning Estimates of Mineral Reserves and Mineral Resources

Information concerning the properties and operations of New Gold has been prepared with Canadian standards for reporting of mineral resource estimates, which differ in some respects from United States standards. In particular, and without limiting the generality of the foregoing, the terms "inferred mineral resources," "indicated mineral resources," "measured mineral resources" and "mineral resources" used or referenced in this MD&A are Canadian mineral disclosure terms as defined in accordance with NI 43-101 under the guidelines set out in the 2014 Canadian Institute of Mining, Metallurgy and Petroleum Standards for Mineral Resources and Mineral Reserves, Definitions and Guidelines, May 2014 (the "CIM Standards"). Until recently, the CIM Standards differed significantly from standards in the United States. The U.S. Securities and Exchange Commission (the "SEC") has adopted amendments to its disclosure rules to modernize the mineral property disclosure requirements for issuers whose securities are registered with the SEC under the *U.S. Securities Exchange Act of 1934*, as amended (the "Exchange Act"). These amendments became effective February 25, 2019 (the "SEC Modernization Rules") with compliance required for the first fiscal year beginning on or after January 1, 2021. The SEC Modernization Rules replace the historical property disclosure requirements for mining registrants that were included in SEC Industry Guide 7, which will be rescinded from and after the required compliance date of the SEC Modernization Rules. As a result of the adoption of the SEC Modernization Rules, the SEC now recognizes estimates of "measured mineral resources", "indicated mineral resources" and "inferred mineral resources". In addition, the SEC has amended its definitions of "proven mineral reserves" and "probable mineral reserves" to be "substantially similar" to the corresponding definitions under the CIM Standards, as required under NI 43-101. Accordingly, during this period leading up to the compliance date of the SEC Modernization Rules, information regarding mineral resources or mineral reserves contained or referenced in this MD&A may not be comparable to similar information made public by United States companies.



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Readers are cautioned that “inferred mineral resources” have a great amount of uncertainty as to their existence, and great uncertainty as to their economic and legal feasibility. It cannot be assumed that all or any part of an inferred mineral resource will ever be upgraded to a higher category. Under Canadian rules, estimates of inferred mineral resources may not form the basis of feasibility or other economic studies, except in limited circumstances. The term “resource” does not equate to the term “reserves”. Readers should not assume that all or any part of measured or indicated mineral resources will ever be converted into mineral reserves. Readers are also cautioned not to assume that all or any part of an inferred mineral resource exists, or is economically or legally mineable.



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MINERAL RESERVES AND MINERAL RESOURCES

New Gold's Mineral Reserve estimates as at December 31, 2019, is presented in the following table.

MINERAL RESERVES							
		Metal grade			Contained metal		
	Tonnes 000s	Gold g/t	Silver g/t	Copper %	Gold koz	Silver koz	Copper Mlbs
RAINY RIVER							
Open Pit Mineral Reserves							
Direct processing							
Proven	15,700	1.21	2.4	-	612	1,187	-
Probable	30,675	1.15	2.5	-	1,136	2,416	-
Open Pit P&P (direct proc.)	46,375	1.17	2.4	-	1,748	3,602	-
Low grade							
Proven	5,702	0.35	1.9	-	65	341	-
Probable	15,470	0.35	2.2	-	172	1,076	-
Open Pit P&P (low grade)	21,172	0.35	2.1	-	237	1,417	-
Stockpile							
Proven	5,928	0.53	1.1	-	102	211	-
Probable	-	-	-	-	-	-	-
Open Pit P&P (stockpile)	5,928	0.53	1.1	-	102	211	-
Open Pit P&P Total Mineral Reserves	73,476	0.88	2.2	-	2,087	5,231	-
Underground							
Proven	-	-	-	-	-	-	-
Probable	4,096	4.17	7.8	-	549	1,034	-
Underground P&P (direct proc.)	4,096	4.17	7.8	-	549	1,034	-
Combined Direct proc. & Low grade							
Proven	27,331	0.88	2.0	-	779	1,740	-
Probable	50,241	1.15	2.8	-	1,857	4,526	-
Rainy River Total Mineral Reserves	77,572	1.06	2.5	-	2,636	6,266	-
NEW AFTON							
A&B Zones							
Proven	-	-	-	-	-	-	-
Probable	20,213	0.55	1.9	0.73	357	1,234	323
C Zone							
Proven	-	-	-	-	-	-	-
Probable	27,088	0.74	1.8	0.80	648	1,610	478
New Afton Total Mineral Reserves	47,302	0.66	1.9	0.77	1,005	2,844	802
BLACKWATER							
Direct processing Reserves							
Proven	124,500	0.95	5.5	-	3,790	22,100	-
Probable	169,700	0.68	4.1	-	3,730	22,300	-
P&P (direct processing)	294,300	0.79	4.7	-	7,510	44,400	-
Low grade Reserves							
Proven	20,100	0.50	3.6	-	330	2,300	-
Probable	30,100	0.34	14.6	-	330	14,100	-
P&P (low grade)	50,200	0.40	10.2	-	650	16,400	-
Combined Direct proc. & Low grade							
Proven	144,600	0.88	5.3	-	4,110	24,400	-
Probable	199,800	0.63	5.7	-	4,050	36,400	-
Blackwater Total Mineral Reserves	344,400	0.74	5.5	-	8,170	60,800	-
TOTAL PROVEN & PROBABLE MINERAL RESERVES					11,811	69,909	802

Notes to the Mineral Reserves and Mineral Resources estimates are provided below.



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Measured and Indicated Mineral Resources

Mineral Resource estimates as at December 31, 2019, are presented in the following tables:

MEASURED & INDICATED MINERAL RESOURCES (Exclusive of Mineral Reserves)

		Metal grade			Contained metal		
	Tonnes 000s	Gold g/t	Silver g/t	Copper %	Gold koz	Silver koz	Copper Mlbs
RAINY RIVER							
High and Medium grade Mineral Resources							
<i>Open Pit</i>							
Measured	695	1.46	2.9	-	33	64	-
Indicated	<u>4,813</u>	<u>1.18</u>	<u>3.4</u>	-	<u>182</u>	<u>531</u>	-
Open Pit M&I (<i>high and med. grade</i>)	5,508	1.21	3.4	-	214	596	-
<i>Underground</i>							
Measured	-	-	-	-	-	-	-
Indicated	<u>14,866</u>	<u>3.49</u>	<u>9.1</u>	-	<u>1,669</u>	<u>4,331</u>	-
Underground M&I	14,866	3.49	9.1	-	1,669	4,331	-
Low grade Mineral Resources							
<i>Open Pit</i>							
Measured	293	0.34	1.9	-	3	18	-
Indicated	<u>2,460</u>	<u>0.34</u>	<u>2.2</u>	-	<u>27</u>	<u>175</u>	-
Open Pit M&I (<i>high, medium and low grade</i>)	2,753	0.34	2.2	-	30	193	-
Combined M&I							
Measured	989	1.13	2.6	-	36	82	-
Indicated	<u>22,139</u>	<u>2.64</u>	<u>7.1</u>	-	<u>1,878</u>	<u>5,037</u>	-
Total Rainy River M&I	23,127	2.57	6.9	-	1,914	5,120	-
NEW AFTON							
A&B Zones							
Measured	17,013	0.63	1.7	0.83	346	940	312
Indicated	<u>9,759</u>	<u>0.44</u>	<u>2.6</u>	<u>0.71</u>	<u>138</u>	<u>825</u>	<u>154</u>
A&B Zone M&I	26,773	0.56	2.1	0.79	484	1,765	466
C-zone							
Measured	6,116	0.78	2.0	0.94	154	401	126
Indicated	<u>12,727</u>	<u>0.71</u>	<u>2.1</u>	<u>0.83</u>	<u>292</u>	<u>852</u>	<u>233</u>
C-zone M&I	18,843	0.74	2.1	0.86	446	1,254	359
HW Lens							
Measured	-	-	-	-	-	-	-
Indicated	<u>11,362</u>	<u>0.51</u>	<u>2.0</u>	<u>0.44</u>	<u>187</u>	<u>738</u>	<u>109</u>
HW Lens M&I	11,362	0.51	2.0	0.44	187	738	109
Combined M&I							
Measured	23,154	0.67	1.8	0.86	500	1,345	438
Indicated	<u>33,854</u>	<u>0.57</u>	<u>2.2</u>	<u>0.66</u>	<u>617</u>	<u>2,409</u>	<u>495</u>
Total New Afton M&I	57,008	0.61	2.1	0.74	1,118	3,754	933
BLACKWATER							
Direct processing Mineral Resources							
Measured	288	1.39	6.6	-	13	61	-
Indicated	<u>45,440</u>	<u>0.84</u>	<u>4.7</u>	-	<u>1,227</u>	<u>6,866</u>	-
M&I (<i>direct proc.</i>)	45,728	0.84	4.7	-	1,240	6,927	-
Low grade Mineral Resources							
Measured	11	0.29	7.4	-	-	3	-
Indicated	<u>15,831</u>	<u>0.32</u>	<u>3.9</u>	-	<u>162</u>	<u>1,985</u>	-
M&I (<i>low grade</i>)	15,842	0.32	3.9	-	162	1,988	-
Total Blackwater M&I	61,570	0.71	4.5	-	1,402	8,915	-
TOTAL M&I MINERAL RESOURCES					4,434	17,788	933

Notes to the Mineral Reserve and Mineral Resource estimates are provided below.



PRESS RELEASE

Inferred Mineral Resources

INFERRED MINERAL RESOURCES							
	Metal grade				Contained metal		
	Tonnes 000s	Gold g/t	Silver g/t	Copper %	Gold koz	Silver koz	Copper Mlbs
RAINY RIVER							
High and Medium grade Resources							
Open Pit	2,015	0.61	1.8	-	39	114	-
Underground	1,297	3.76	3.5	-	157	146	-
Total Direct Processing	3,312	1.84	2.4	-	196	260	-
Low grade Resources							
Open Pit	167	0.35	1.4	-	2	8	-
Rainy River Inferred	3,479	1.77	2.4	-	198	268	-
NEW AFTON							
A&B Zones	6,367	0.34	1.3	0.35	70	272	49
C-zone	7,650	0.41	1.3	0.47	101	316	71
HW Lens	3	0.49	0.6	0.19	-	-	-
New Afton Inferred	14,022	0.38	1.3	0.42	172	589	121
BLACKWATER							
Direct processing	13,933	0.76	4.0	-	341	1,792	-
Low grade Resources	4,225	0.32	3.5	-	44	475	-
Blackwater Inferred	18,158	0.66	3.9	-	385	2,267	-
TOTAL INFERRED MINERAL RESOURCES					754	3,124	121

Notes to the Mineral Reserve and Mineral Resource estimates are provided below.

Notes to Mineral Reserve and Mineral Resource Estimates

- New Gold's Mineral Reserves and Mineral Resources have been estimated in accordance with the CIM Standards (2014), which are incorporated by reference in NI 43-101.
- All Mineral Reserve and Mineral Resource estimates for New Gold's properties and projects are effective December 31, 2019.
- New Gold's year-end 2019 Mineral Reserves and Mineral Resources have been estimated based on the following metal prices and foreign exchange (FX) rate criteria:

	Gold \$/ounce	Silver \$/ounce	Copper \$/pound	FX CAD:USD
Mineral Reserves	\$1,275	\$17.00	\$3.00	\$1.30
Mineral Resources	\$1,375	\$19.00	\$3.25	\$1.30

- Cut-offs for the Company's Mineral Reserves and Mineral Resources are outlined in the following table:

Mineral Property		Mineral Reserves Lower cut-off	Mineral Resources Lower Cut-off
Rainy River	O/P direct processing:	0.46 – 0.49 g/t AuEq	0.44 – 0.45 g/t AuEq
	O/P low grade material:	0.30 g/t AuEq	0.30 g/t AuEq
	U/G direct processing:	2.20 g/t AuEq	2.00 g/t AuEq
New Afton	Main Zone – B1 & B2 Blocks:	US\$21.00/t	All Resources: 0.40% CuEq
	B3 Block & C-zone:	US\$24.00/t	
Blackwater	O/P direct processing:	0.26 – 0.38 g/t AuEq	All Resources: 0.40 g/t AuEq
	O/P low grade material:	0.32 g/t AuEq	

- New Gold reports its Measured and Indicated Mineral Resources exclusive of mineral reserves. Measured and Indicated Mineral Resources that are not Mineral Reserves do not have demonstrated economic viability. Inferred Mineral Resources have a greater amount of uncertainty as to their



PRESS RELEASE

existence and technical feasibility, do not have demonstrated economic viability, and are likewise exclusive of Mineral Reserves. Numbers may not add due to rounding.

6. Mineral Resources are classified as measured, indicated and inferred based on relative levels of confidence in their estimation and on technical and economic parameters consistent with the methods considered to be most suitable to their potential commercial extraction. The designators 'open pit' and 'underground' may be used to indicate the envisioned mining method for different portions of a resource. Similarly, the designators 'direct processing' and 'lower grade material' may be applied to differentiate material envisioned to be mined and processed directly from material to be mined and stored separately for future processing. Mineral Reserves and Mineral Resources may be materially affected by environmental, permitting, legal, title, taxation, sociopolitical, marketing and other risks and relevant issues. Additional details regarding Mineral Reserve and Mineral Resource estimation, classification, reporting parameters, key assumptions and associated risks for each of New Gold's material properties are provided in the respective NI 43-101 Technical Reports, which will be available at www.sedar.com within 45 days of this press release.
7. The preparation of New Gold's consolidated statement and estimation of Mineral Reserves has been completed under the oversight and review of Mr. Andrew Croal, Director of Technical Services for the Company. Mr. Croal is a Professional Engineer and member of the Association of Professional Engineers Ontario. Preparation of New Gold's consolidated statement and estimation of Mineral Resources has been completed under the oversight and review of Mr. Michele Della Libera, Director, Exploration for the Company. Mr. Della Libera is a Professional Geoscientist and member of the Professional Geoscientists of Ontario and of the Engineers and Geoscientist of British Columbia. Mr. Croal and Mr. Della Libera are "Qualified Persons" as defined by NI 43-101.

From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway
Date: Tuesday, February 11, 2020 4:01:23 PM

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AMO Policy Update



February 11, 2020

AMO Response to Public Health and Emergency Health Services Consultation and Cannabis Consultations Underway

Public Health and Emergency Health Services Modernization Consultation

AMO provided comprehensive, [written submissions](#) to the Minister of Health this week in response to the [Public Health](#) and [Emergency Health Services](#) Modernization consultations. Our members heard assurances in Minister Elliott's remarks at the 2019 AMO conference that nothing is "set in stone". Underlying both submissions is the notion that municipal governments and the Province can work together to collectively preserve what is working well and fix what needs fixing.

The outcome of public health modernization should achieve better population health outcomes through effective, cost efficient, and locally responsive services. Investments in public health make sense to keep people healthy through a focus on the social determinants of health. It contributes to ending hallway health care and saves provincial health costs in the long term. AMO feels that a separate discussion on 2020 and 2021 funding is needed urgently prior to any consideration of restructuring. Municipal governments cannot be expected to make up for reductions in provincial funding. Nor can they bear the costs of provincial restructuring.

When it comes to structure, one size will not fit all. Consistency in service delivery and reducing inefficiencies do not depend on a single governance or leadership type. There are many ways to continuously improve the existing system by building capacity and better system coordination. With provincial help, new ways to serve our Francophone population and Indigenous People are possible.

On emergency health services, AMO has provided advice with an aim to strengthening municipal EMS services in a way that contributes to helping end hallway health care and meets the local needs of communities. Addressing longstanding municipal priorities should be the focus of current efforts before any potential consideration of restructuring. This includes improvements to dispatch as a first

priority. Others include addressing non-urgent transfers, fixing the funding model, expanding fully 100% provincially funded community paramedicine and developing strategies to reduce offload delays. Increasing hospital capacity and having alternative health facilities, especially mental health and addictions programs, for patients who do not need hospital care available in communities will help. The new models of care for low acuity 9-1-1 patients can help improve access and reduce hallway health care, but they need to have alternative 24/7 health facilities that are available in all communities.

The Ministry of Health has committed to further conversations with AMO's Health Task Force. AMO also expects further discussions at the MOU table before decisions are made.

In recognition of the work underway to prepare for, and respond to, the 2019 novel coronavirus the Ministry of Health has extended the deadline for submitting written feedback to March 31, 2020. The technical discussion papers and information on how to respond is found on the Ministry [website](#).

AMO Contact:

Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416-971-9856 ext. 329.

Ontario Consulting on Cannabis Consumption Venues and Special Occasion Permits

The Ministry of the Attorney General has announced consultations on cannabis consumption venues and special occasion permits for cannabis in Ontario. The Ministry is seeking feedback on whether to allow these and the rules and parameters guiding their establishment and operation.

The Ministry is specifically consulting on the role of the Alcohol and Gaming Commission of Ontario (AGCO), the agency responsible for regulating, licensing and inspecting cannabis stores; and the potential role of municipal governments in regulating the proposed cannabis consumption lounges.

AMO's Board has previously supported cannabis consumption venues as a potential tool for local economic development. The Board viewed cannabis consumption venues positively in conjunction with municipal government discretion to allow these establishments in their communities, local zoning and licensing powers to ensure appropriate locations and community responsiveness.

Special Occasion Permits for cannabis could also be desirable for some events. The AGCO regulates Special Occasions Permits for alcohol and it is possible that a single regulator for these permits may be the most efficient and desirable system subject to municipal government and community input.

Municipal governments are encouraged to review the [consultation materials](#) and respond as appropriate by the deadline of March 10, 2020.

AMO Contact:

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

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: Employment Services Prototype Service Managers: No Municipal Applicants Selected
Date: Friday, February 14, 2020 3:18:21 PM

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AMO Policy Update



February 14, 2020

Employment Services Prototype Service Managers: No Municipal Applicants Selected

Today the Ministry of Labour, Training and Skills Development announced the successful proponents for three regions where the Province will prototype its new service delivery model for employment services. The new model will see employment-related functions of the municipal Ontario Works and the provincial Ontario Disability Support Program integrate with the provincial Employment Ontario network into a single employment services system.

AMO is disappointed that no municipal candidates were selected as a result of the competitive process. The government is starting with the three prototype areas in 2020. A full provincial roll out will occur in the coming years for all Ontario Works employment services currently delivered by 47 municipal governments and District Social Services Administration Boards. The implication of this initial decision is the potential loss of the Ontario Works employment services function provided to social assistance recipients, as of October 1st, affecting nine municipal governments. It is up to the new service managers if they wish to partner and fund municipal service delivery of Ontario Works employment services.

The three prototype regions include the following areas: Peel, Muskoka-Kawartha, and Hamilton-Niagara. The Muskoka-Kawartha region includes the District of Muskoka, the City of Kawartha Lakes, the County of Haliburton, the County of Peterborough, the City of Peterborough and Northumberland County. The Hamilton-Niagara region covers Hamilton, Brant County, Brantford, Norfolk County, and Niagara Region.

The service system managers selected for each region are:

- A consortium for [Hamilton-Niagara Peninsula](#) including current Employment Ontario and Ontario Disability Support Program service providers led by Fedcap (a U.S. based non-profit employment services provider),
- Fleming College for [Muskoka-Kawartha](#) a post-secondary institution and current Employment Ontario service provider with campus locations in

Peterborough, Lindsay, Haliburton, Cobourg, and

- WCG, part of the APM Group for [Peel](#). The WCG is a Canadian subsidiary of the APM Group, an Australian private sector company that provides employment, health, and rehabilitation services in 10 countries.

AMO will monitor the situation based on the experience of the first three prototype areas. We will work with the Province and municipal governments to mitigate any negative municipal impacts in the transition to the new model, including in prototype regions and beyond. There will need to be transitional support and change management for the nine affected municipal governments.

This activity is in addition to other provincial announcements that may result in significant restructuring and labour relations challenges for municipal governments, including the potential restructuring of public health.

In the lead-up to the competitive process, AMO raised concerns about the fiscal, programmatic, accountability, and labour relations impacts of this fundamental change to the delivery of services at the community level. There needs to be a seamless transition for clients regardless of who is chosen as the employment service system manager in a given region. The successful proponents must serve vulnerable residents, including those who are far from entering the labour market and in need of additional supports. As well, the new service system managers must actively engage all municipal governments in their regions about local labour force development.

More information on the government's plan for Employment Services Reform is found in the Ontario Newsroom [release](#).

AMO Contact: Michael Jacek, Senior Advisor, mjacek@amo.on.ca, 416-971-9856 ext. 329.

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From: [AMO Communications](#)
To: [Lisa Slomke](#)
Subject: AMO WatchFile - February 20, 2020
Date: Thursday, February 20, 2020 9:12:12 AM

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February 20, 2020

In This Issue

- Coronavirus - Keep informed.
- Conservation Authority consultation online survey.
- *Spring Time in Paris* - Room booking now open for OSUM 2020 Conference.
- Take advantage of early bird registration for AMO's 2020 Annual Conference.
- AMO's Social Media webinar series is back by popular demand!
- Seeking efficiencies - Wireless service for staff.
- A barrier-free web solution for AMO members.
- Ground engagement tools webinar: Municipal Group Buying Program.
- Tires webinar: Municipal Group Buying Program.
- Facilities maintenance equipment webinar: Municipal Group Buying Program.
- Health and Safety Leadership Summit.
- Careers with AMO and Saugeen Conservation.

Provincial Matters

For the most up-to-date and accurate information about coronavirus, this [Government of Ontario site](#) is the place to find it. Although the risk continues to be low in Ontario, municipal officials are advised to: monitor the situation, review their local emergency response plans, refresh their occupational and safety plans, and continue to work with their local public health agencies, local emergency response providers, and any health care facilities in your area to make sure local coordination structures and plans are in place.

After 3 in-person multi stakeholder meetings to date, MECP has an online survey ([English](#) / [French](#)), open to all Ontarians, to gather opinions on improvements to Conservation Authorities. Responses are due by March 13. This is a municipal government opportunity to share ideas to improve service delivery. An additional in person meeting is planned for North Bay but no details are available at this point.

Eye on Events

From April 29 through May 1, the 2020 OSUM Conference and Trade Show will take place in beautiful Brant County. [Registration](#) and [room booking](#) are now available.

Join us in Ottawa from August 16 - 19 for the Annual General Meeting and Conference. Visit the [AMO website](#) for details and Early Bird registration. Book now as early bird registration closes 4 pm on March 2, 2020.

As elected officials living in the spotlight, effective communication is essential! Designed to help you navigate social media effectively, these 1 hour lunch & learn workshops provide the tactics to promote good news, manage issues professionally, and leverage traditional and social media. [Register now](#) for the 2 remaining webinars.

LAS

LAS looks to collaborate with partners where possible. The Province of Ontario delivers affordable wireless phone service for your municipal staff. [Email the province](#) for a quote, adding VOR #OSS-00415819 to the subject line. For further information about other provincial services, please [visit their website](#).

AMO's partnership with eSolutions offers members cost-effective website solutions that meet accessibility requirements and ensure that residents can access the information and online municipal services they need. Learn more in the [LAS Blog](#) about our partner offerings.

Only a few days left to [register for the Ground Engagement Tools webinar](#) being held on February 26 at 10 am. This [NEW Group Buying offering](#) includes grader blades, bucket teeth, and a wide range of other wear items from Waterloo-based Valley Blades. Be sure to join us!

[Register for our Tire Webinar](#) on March 11 @ 10am. Find out how the [Group Buying Tire offering](#) can save you money and keep all your municipal vehicles and equipment rolling smoothly down the road.

Registration is now open for our [Facilities Maintenance webinar](#) on March 25 at 10am. Learn about the different building maintenance, repair and operations supplies now available through the [Municipal Group Buying Program](#). This is just one of the many categories under the popular [Capital Purchasing offering](#)!

Municipal Wire*

AMO's occupational health and safety partner, [4S Consulting](#), is hosting a leadership summit on February 26 at the Holiday Inn, Toronto International Airport. Speakers from the Chief Prevention Officer's office, the WSIB and others will speak to ongoing health and safety initiatives of interest to the municipal sector. [Register today!](#)

Careers

[Events Intern - AMO](#). This is a temporary position of up to 12.5 weeks. Assisting the Special Events Coordinator, the successful candidate will be responsible for providing support for the development and delivery of AMO's Annual Conference. The Intern will also provide support for other AMO events and training. Please [apply in confidence](#) by March 20, 2020 at 12 noon.

[General Manager / Secretary-Treasurer - Saugeen Conservation](#). A complete job

description is available at [County of Grey](#) or [Saugeen Conservation](#). Candidates for the above position are invited to submit resumes prior to Friday, March 20, 2020 at 4:30 p.m. to: Grant McLevy, Director of Human Resources, County of Grey, 595 9th Avenue East, Owen Sound, ON N4K 3E3. Fax: 519.376.4082; Email: grant.mclevy@grey.ca; Web: grey.ca/careers.

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](#)

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[Media Inquiries](#) Tel: 416.729.5425

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From: [Aggregates \(MNRF\)](#)
To: [Keyes, Jennifer \(MNRF\)](#)
Cc: [Desroches, Pauline \(MNRF\)](#); [Zeran, Rebecca \(MNRF\)](#)
Subject: Proposed regulatory changes under the Aggregate Resources Act
Date: Thursday, February 13, 2020 8:14:40 AM
Attachments: [ARA-RegER Posting -- Municipality Notification-12Feb2020_French.pdf](#)

Dear Ontario Heads of Council and Clerks,

The Ministry of Natural Resources and Forestry recognizes the critical role Ontario's municipalities play in the lives of Ontarians. We value our strong collaborative partnership with municipalities and the associations that represent their interests.

We want to advise you that the Ministry of Natural Resources and Forestry is proposing changes to the way extraction of aggregate resources are regulated in Ontario, and we are inviting your input on the changes proposed.

The Ministry has gathered perspectives from, industry, municipalities, Indigenous communities, members of the public, and other stakeholders. These proposed changes promote economic growth within the aggregate industry while also maintaining strong protection of the environment and addressing community impacts.

The key areas being proposed for change are summarized below for your convenience. However, we would encourage you to read the details of the proposed regulatory changes which can be found on the Environmental Registry notice# **019-1303** *Proposed amendments to Ontario Regulation 244/97 and the Aggregate Resources of Ontario Provincial Standards under the ARA* located [here](#).

The posting notice can also be viewed by searching for notice#**019-1303** at the following web link: www.ero.ontario.ca

We encourage you to provide feedback through the Environmental Registry process.

If you have any questions about the proposed changes, please call Rebecca Zeran at (705) 749-8422.

Kind Regards,

Jennifer Keyes
 Director, Natural Resources Conservation Policy Branch
 Ministry of Natural Resources and Forestry

Proposed regulatory changes include:

For new pits and quarries:

- enhancing the information required to be included in summary statements and technical

reports at the time of application

- improving flexibility in how some standard site plan requirements can be implemented and modernizing how site plans are created
- creating better consistency of site plan requirements between private and Crown land and better alignment with other policy frameworks
- updating the list of qualified professionals who can prepare Class A site plans
- updating the required conditions that must be attached to a newly issued licence or permit
- adjusting notification and consultation timeframes for new pit and quarry applications
- changing and clarifying some aspects of the required notification process for new applications
- updating the objection process to clarify the process
- updating which agencies are to be circulated new pit and quarry applications for comment

For existing pits and quarries:

- making some requirements related to dust and blasting apply to all existing and new pits and quarries (requirements which were previously only applied to new applications)
- updating and enhancing some operating requirements that apply to all pits and quarries, including new requirements related to dust management and storage of recycled aggregate materials
- providing consistency on compliance reporting requirements, while reducing burdens for inactive sites
- enhancing reporting on rehabilitation by requiring more context and detail on where, when and how rehabilitation is or has been undertaken
- clarifying application requirements for site plan amendments
- outlining requirements for amendment applications to expand an existing site into an adjacent road allowance
- outlining requirements for amendment applications to expand an existing site below the water table

- setting out eligibility criteria and requirements to allow operators to self-file changes to existing site plans for some routine activities without requiring approval from the ministry (subject to conditions set out in regulation)

Allowing minor extraction for personal or farm use:

- outlining eligibility and operating requirements in order for some excavation activities to be exempted from needing a licence (i.e., if rules set in regulation are followed). This would only be for personal use (max. of 300 cubic meters) or farm use (max. 1,000 cubic meters)

TOWN OF FORT FRANCESMINUTESSESSION NO. # 2February 4, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre on February 4, 2020 from 12:10 p.m. to 1:51 p.m.

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, J. Holliday, Deputy Treasurer, E. Slomke, Clerk (12:10 p.m. to 1:45 p.m.), K. Lawson, Deputy Clerk

REGRETS: Councillor D. Judson

1. Call to Order 12:10 p.m.

2. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting - no items were identified

3. Disclosure of pecuniary interest and the general nature thereof

- 3.1 Councillor W. Brunetta disclosed an interest in agenda item 6.6 and stated the following: These are my expenses to attend the ROMA Conference in Toronto on January 19-21, 2020. She turned the Chair over to Vice Chair Councillor A. Hallikas when the matter was brought forward and did not participate in any discussion of the matter.
- 3.2 Councillor W. Brunetta disclosed an interest in agenda item 6.7 and stated the following: This is my claim for Per diem to attend the RRDMA Annual General Meeting held in Devlin on Saturday, January 25, 2020. She turned the Chair over to Vice Chair Councillor A. Hallikas when the matter was brought forward and did not participate in any discussion of the matter.
- 3.3 Mayor J. Caul disclosed an interest in agenda item 6.9 and stated the following: This is my travel expense and Per Diem claim for attending the ROMA Conference in Toronto - January 18 to January 21, 2020. She did not participate in any discussion of the matter when it was brought forward.
- 3.4 Councillor A. Hallikas disclosed an interest in agenda item 6.12 and stated the following: This is the per diem authorized by Council for attendance at the Rainy River Municipal Association annual general meeting held in Devlin on January 25, 2020. He did not participate in any discussion of the matter when it was brought forward.

4. Approval of Previous Committee Minutes

- 4.1 Session No. 1 dated January 7, 2020.

Hallikas-Caul: Approved as presented.

CARRIED

5. Items Referred from Council

- 5.1 Northern Ontario School of Medicine - CampMed Support.
- committee recommended receiving the request with no further action.
- 5.2 Northwestern Ontario Sports Hall of Fame Membership Request.
- committee recommended approving the payment of a Business/Organization Membership Fee for 2020 in the amount of \$60.00 for the Northwestern Ontario Sports Hall of Fame and Museum.

- 5.3 Heart of the Continent Partnership Financial Request.
 - committee recommended receiving the request with no further action on the part of the A&F Executive Committee and further that the request be forwarded to the Municipal Accommodation Tax (MAT) Committee for their consideration.

6. New Business

- 6.1 Accountability and Transparency Policy.
 - committee recommended adopting the Accountability and Transparency Policy as presented.
- 6.2 Procedure By-law Review - Part 2.
 The Clerk was in attendance to provide an overview of the materials. The committee provided input for the Clerk and these revisions shall be included in the formation of a new Procedure By-Law to be presented to Council once all items are reviewed.
- 6.3 Accounts Receivable Bad Debts Write Off Request.
 - committee recommended approving the write-off accounts receivable in the amount of \$5,441.50.
- 6.4 POA Write-Off Request.
 - committee recommended approving the write-off of 2013 POA accounts receivable in the amount of \$13,956.58 for accounting purposes while noting that this does not absolve a convicted offender from the requirement to pay a fine as debts to the Crown are owed in perpetuity and never forgiven.
- 6.5 Doug Brown, CAO - ROMA Travel Expense Claim.
 - committee recommended approval of the Travel Expense claim in the total amount of \$452.15 as submitted by Doug Brown, CAO for his attendance at the ROMA Conference in Toronto, Ontario from January 18-21, 2020.
- 6.6 Councillor Wendy Brunetta - ROMA Travel Expense Claim.
 - committee recommended approval of the Travel Expense claim in the total amount of \$510.74 as submitted by Councillor Wendy Brunetta for her attendance at the ROMA Conference in Toronto, Ontario from January 19-21, 2020.
- 6.7 Councillor Wendy Brunetta - RRDMA Annual General Meeting Per Diem.
 - committee recommended approval of Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Wendy Brunetta for her attendance at the RRDMA Annual General Meeting on January 25, 2020 held in Devlin.
- 6.8 Councillor John McTaggart - ROMA Travel Expense Claim.
 - committee recommended approval of the Travel Expense claim in the total amount of \$241.90 as submitted by Councillor John McTaggart for his attendance at the ROMA Conference in Toronto, Ontario from January 18-21, 2020.
- 6.9 Mayor June Caul - ROMA Travel Expense Claim.
 - committee recommended approval of the Travel Expense claim in the total amount of \$250.00 as submitted by Mayor June Caul for her attendance at the ROMA Conference in Toronto, Ontario from January 18-21, 2020.
- 6.10 Councillor Rick Wiedenhoeft - RRDMA Annual General Meeting Per Diem.
 - committee recommended approval of Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Rick Wiedenhoeft for his attendance at the RRDMA Annual General Meeting on January 25, 2020 held in Devlin.

- 6.11 Councillor Michael Behan - RRDMA Annual General Meeting Per Diem.
- committee recommended approval of the Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Michael Behan for his attendance at the RRDMA Annual General Meeting on January 25, 2020 held in Devlin.

- 6.12 Councillor Andrew Hallikas - RRDMA Annual General Meeting Per Diem.
- committee recommended approval of the Schedule "F" Travel Statement - Mayor/Council Honorarium per diem claim in the total amount of \$160.00 as submitted by Councillor Andrew Hallikas for his attendance at the RRDMA Annual General Meeting on January 25, 2020 held in Devlin.

7. Information

- 7.1 Fort Frances Fire & Rescue - December 2019 Report. - received as information.

- 7.2 January 2018 FIR Data. - committee was advised that this was an older version and the updated 2019 data form will appear on the COW Agenda as information.

8. Adjourn 1:51 p.m. / Next Meeting Date - February 18, 2020

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #003February 5, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on February 5, 2020 from 8:30 a.m. to 9:22 a.m.

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

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

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on January 22, 2020 - the minutes were approved as circulated.

4 Non-agenda Items

4.1 None

5 Items Referred from Council

5.1 Request dated January 9, 2020 - Installation of a memorial bench at the McIrvine Park - the administration report was approved as recommended.

5.2 Request dated January 22, 2020 to Stop up and Close Portions of Emo Road and Pit Road #2 - the administration report was approved as recommended.

6 New Business

6.1 Blue Box Program Transition - Preferred date of transition - the administration report was approved as presented.

- 6.2 October 2019 Drinking Water Systems Monthly Summary Report - the drinking water summary report for October 2019 was approved as presented.
- 6.3 November 2019 Drinking Water Systems Monthly Summary Report - the drinking water summary report for November 2019 was approved as presented.
- 6.4 December 2019 Drinking Water Systems Monthly Summary Report - the drinking water summary report for December 2019 was approved as presented.

7 Information

- 7.1 Operations and Facilities Division - Public Works Area - Operations Statistics - September 2019 - the September 2019 Public Works Area Stats were received and will be forwarded to Council as information only. No action required.
- 7.2 Operations and Facilities Division - Public Works Area - Operations Statistics - October 2019 - the October 2019 Public Works Stats were received and will be forwarded to Council as information only. No action required.
- 7.3 Operations and Facilities Division - Public Works Area - Operations Statistics - November 2019 - the November 2019 Public Works Stats were received and amended and will be forwarded to Council as information only. No action required.
- 7.4 Operations and Facilities Division - Public Works Area - Operations Statistics - December 2019 - the December 2019 Public Works Stats were received and will be forwarded to Council as information only. No action required.
- 7.5 Operations and Facilities Division - Environmental Area - Operations Statistics - May to December 2019 - the Environmental Statistics for the period from May to December 2019 were received and will be forwarded to Council as information only. No action required.

8 Adjourn / Next Meeting Date

- 8.1 Meeting adjourned at 9:22 a.m.
Next meeting February 19, 2020.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #020

February 3, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Civic Center on February 3, 2020 from 10:30 a.m. to 10:45 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Aaron Bisson, Recreational and Culture Manager

ABSENT WITH REGRETS: Mayor June Caul

ALSO PRESENT: Melissa Belluz - MSC Receptionist, Doug Brown - CAO

- 1 CALL TO ORDER (Session #020) - 10:30 am**
- 2 APPROVAL OF AGENDA (Call for Non-Agenda Items) -none**
- 3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - none**
- 4 APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 4.1 Dec 2, 2019 Minutes -approved as presented
 - 4.2 January 6, 2020 Minutes - approved as presented
- 5 ITEMS REFERRED FROM COUNCIL**
 - 5.1 Letter From Diocese of Thunder Bay Re SKC - taken in as information - thank you letter sent out by mail
- 6 NEW BUSINESS**
- 7 IN-CAMERA**
- 8 NON-AGENDA ITEMS**
- 9 INFORMATION**
 - 9.1 Grant Application Sports Center - discussion took place
 - 9.2 Panic Button Installation - discussion took place
- 10 ADJOURNMENT - 10:45 am**

A. Hallikas, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

