

TOWN OF FORT FRANCES

AGENDA - June 11, 2012

MEETING

Page

COUNCIL MEETING

(Session No. 47) 6:40 p.m. to 8:00 p.m.

- 1.1 Call to Order
- 1.2 Prayer
- 1.3 Non-agenda items identified to be considered later in this meeting
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

Delegations/Deputations

- 2.1 Jeff Savage, BDO Canada, presentation of 2011 audited Town financial statements - materials to be distributed separately
- 2.2 Executive Committee Reports by Chairpersons: 4-20
 - Administration and Finance Executive Committee.
 - Community Services Executive Committee.
 - Operations and Facilities Executive Committee.
 - Planning and Development Executive Committee.
- 2.3 T. Drysdale - Rainy Lake Hotel Advisory Committee Recommendations. 21-29
- 2.4 Councillor R. Wiedenhoeft re: 100th Anniversary of Bridge Opening. 30

Consent Agenda

- 3.1 Summary Report
- 3.2 Items Referred from Committee of the Whole 31

Approval of Council Minutes *

Approval of Council Minutes *

4.1 Session No. 46 dated May 28, 2012*.

Approval of Committee of the Whole Minutes *

5.1 Session No. 58 dated May 28, 2012*.

Resolutions from tonight's Committee meeting

By-Laws

- | | | |
|-----|--|-------|
| 7.1 | 24/12 | 32-42 |
| | A By-Law to authorize entering into a lease agreement with Bell Mobility Inc.
for space on the municipal water tower. | |
| 7.2 | 25/12 | 43-45 |
| | A By-Law to award a contract under Tender 12-PD-06 to Racco Industrial
Roofing for Civic Centre roof retrofit. | |
| 7.3 | 26/12 | 46 |
| | A By-Law to approve a contract to 1204626 Ontario Inc. dba Makkinga
Contracting and Equipment Rentals for Road Reconstruction and Watermain
Replacement. | |

Information Correspondence **

- | | | |
|-----|--|-------|
| 8.1 | Association of Municipalities of Ontario Watch File dated June 7, 2012. | 47-48 |
| 8.2 | Resolution passed May 12, 2012 from the Town of Tillsonburg re: MTO Connecting Link Funding. | 49 |

Minutes **

Minutes **

- 9.1 Operations and Facilities Executive Committee Minutes dated May 23, 2012. 50-51

Non-agenda Items - 7:55 p.m.

*** Previously distributed to Council**

**** Items can be viewed by contacting the Clerk**

**Administration and Finance Executive Committee
Chair Report – June 2012**

Mayor Avis and fellow Councillors, citizens, media and staff, as the Chair of the Administration & Finance Executive Committee it is my pleasure to report to you this evening on Administration & Finance activities. The Administration and Finance Executive Committee meets on the first and third Tuesdays of every month, being the week before Council Meetings. Numerous budget, property and taxation minutes of settlement and 357/358 applications, requests for financial support, legal and policy matters have been referred to this Committee for recommendations and then proceed back to Council for its approval.

BDO Dunwoody have completed the Town's annual audit for the fiscal year ending December 31, 2011 and of which has been presented this evening.

The Public Meeting introducing the 2012 Budget was held on March 26, 2012 followed by the passing of the authorizing By-Law to adopt the estimate of \$21,640,492, which represents the amount required for municipal operating purposes during this fiscal year. This budget amount includes school board levies of \$2.029 million. The 2012 Capital Budget of \$4.471 Million will be financed primarily through a combination of Federal and Provincial Government Grants, Reserve Funds with no new long term debt financing required.

The finalized budget resulted in an overall Budget increase of \$291,454 as compared to 2011, however the slight increase of the Ontario Municipal Partnership Funding (OMPF), and increase in operational revenue, the net Municipal Levy increase was \$244,790. Once again this year, all assessment classes benefited from the reduction of education tax rates as set by Provincial Regulation. The Commercial and Industrial classes continue to be subject to a municipal levy restriction and of which only 50 % of the levy increase can be passed on to these restricted property classes.

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To date the Town has received \$1,619,700 of its \$3,239,400 Ontario Municipal Partnership Fund (OMPF) allocation for 2012. The Province has continued its commitment to upload the municipal share of the costs of the Ontario Drug Benefit (ODB) program, the Administration component of the Ontario Disability Support Program (ODSP) and Ontario Works Benefits with the 2012 phased upload addition the Ontario Works Administration component and Court Security and Prisoner Transportation.

The Town entered into an Agreement with the Association of Municipalities of Ontario in order to participate in the transfer of Federal Gas Tax in 2005 as part of the new deals for cities and communities was amended to confirm Gas Tax allocation up to and including 2013. The Federal Gas Tax annual revenue allocation to Fort Frances is \$497,119. The remaining Federal Gas Tax 2011 funding and the majority of the 2012 allocation have been earmarked for the Portage Ave storm sewer pumping station project, the Phase II – 3rd Street East project, and the resurfacing of a portion of 8th Street.

Council is provided monthly financial summary reports and as of May 31, 2012 we have a current surplus of \$2,209,322 and to date no major concerns have been revealed. Monthly Administration & Finance department stats, reporting on revenues received, accounts receivables, taxes outstanding, water & sewer receivables and Provincial Offences continue to provide transparency and accountability of the finance department.

The past 6 months have not been without challenges, but the Administration & Finance Executive Committee will continue to meet those challenges and are committed to ensuring that effective financial monitoring controls continue.

On behalf of the A & F Executive Committee, I would like to say that it has been rewarding and a pleasure to serve Council and the residents of Fort Frances on the Administration & Finance Executive Committee and wish everyone a happy and safe summer.

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COMMUNITY SERVICES DIVISION SEMI-ANNUAL REPORT DECEMBER 1, 2011 to MAY 31st, 2012

Mr. Mayor, Fellow Councilors, Staff, Media and Citizens, it is a pleasure to report to you this evening on the activities of the Community Services Division of the Town of Fort Frances. Although the division is often referred to as the division of 'soft services', it is the division responsible for making our town an even more pleasurable place to live for the people we serve. I will briefly summarize some of the division's highlights of the six months from December to May and as well underscore some of the activities currently underway to move the division forward.

Personnel

The most obvious change in the Community Services Division was the retirement of long-time, wholly dedicated, and much appreciated manager, George Bell. George served the Town, the Division, and the citizens of Fort Frances as division manager for 18 years. The new name on the door now reads Jason Kabel. Jason will put his nose to the grindstone and diligently seek to uphold the high level of service that our townspeople have come to expect from the community services division.

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Other highlights of Community Services include:

The new **library** is still a particularly popular destination in Fort Frances with the monthly average now topping 9,400 visitors. The Shaw Community Hub room is proving especially beneficial for the community as bookings continue to increase. The study rooms are frequently in use. The computers are well utilized. Various programs provided by the library have experienced good success, with a boost in class visits in the last couple of months. The Library board is currently engaged in the hiring process of a new CEO to replace our truly valued, Margaret Sedgewick.

At the **museum** there has been a dramatic increase in visitors from January to the end of May, 1454 total visitors that is up substantially from 758 over the same period last year. The sharp increase in visitors can be attributed to the successful art show in January featuring Yerxa & Cuthbertson, the local exhibit of the Ukrainian Connection & Our Founding Families in February & April, and the current traveling exhibit 'Voices of the Town: Vaudeville in

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Canada'. Another success at the museum was the March member recruitment campaign which has raised \$1720 to date.

With regards to the **Memorial Sports Centre**, we had another successful hockey and skating season draw to a close, strong usage in the pool and fitness area, increased rentals of the meeting rooms, and solid attendance to our programs that attests to a community that is thriving in terms of health and fitness.

In summary of the **Children's Complex**, effective January 2012 child care is no longer governed by the Ministry of Children & Youth Services but it is now the Ministry of Education that presides. The Rainy River DSSAB provided \$17,312.00 to the complex to replace and repair kitchen cupboards and as well to furnish a new front counter to enable full accessibility to all clients. The **Private Home Day Care** program currently consists of one Provider with 5 children (3 Subsidized and 2 non-subsidized) The **Best Start Hub** remains a Parent interactive program that continues to partner with various community organizations and programs to reach

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families in the community. Programming is offered at the Centre as well as in various locations in the Community.

The **Sister Betty Kennedy Centre** has made strides over the past six months as they are poised to initiate a new programs committee that will endeavor to augment the present activities offered at the centre with new innovative ideas that have not previously been explored for the seniors of the community. They are also in the process of applying for grant funding to purchase a van to further service the seniors by aiding in transportation and access.

After successful season of arts at the **Townshend Theatre**, the theatre advisory committee has undertaken to have the stage floor replaced to bring the facility back to like-new condition that the Town can be proud of.

In terms of the summer initiatives of the Community Services division, **Kiwanis Sunny Cove Camp** and the **Sorting Gap Marina** are well underway with operations this Spring. The camp is now being groomed to be a prize asset of the Town and has seen its first few guests of the season have a

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time to remember. As well the marina is off to a great start to the summer season despite a slight decline in boat slip rentals.

The Community Services Division is also undertaking the development of a new ad-hoc group to contribute to the community's overall resilience and viability by way of the Sustainability Strategy Steering Committee. This committee will take a holistic approach to assess many of the Town's strategies as we look forward to sustain our own strength and vitality as a wonderful community in Ontario's north-west.

Overall the past six months have been a successful time for the Community Services Division. As we forge ahead with new leadership we are encouraged with the promise to continue in that prosperity. On behalf of Mayor, Council, and administration we would like to extend our thank-you to all you citizens for helping to ensure that the Town of Fort Frances is the strong, vigorous community that it is. We wish you all a safe and enjoyable summer!

**OPERATIONS & FACILITIES DIVISION UPDATE REPORT
JANUARY 1st to MAY 31st, 2012**

Mr. Mayor, Fellow Councilors, Staff, Media and Citizens, it is a pleasure to report to you this evening on the activities of the Operations & Facilities Division. As you know, our Division is responsible for the Public Works area, Parks and Cemeteries, the Waste Management System, the Fort Frances Airport, the Water System and the Wastewater System. I will highlight some of the main activities, which took place from January 1st, to the end of May and some future activities planned in each of these areas of responsibility.

Public Works

In regards to the Roadways:

There were 6 snowfall events during the first five months of 2012, which was the same number of snowfall events last year during the same period. The Town spent \$0.00 dollars in regards to the rental of private trucks to haul snow, this past winter compared to \$ 47,481.44 during the same period in 2011. A 5-man crew worked 5 days per week on midnights for a 17-week period from November 21, 2011 to March 16, 2012. The staff of the Operations & Facilities Division is of the opinion that the winter control season was one of the easiest over the past 5 winter seasons. The limited amount of snow and the fast spring melt assisted the maintenance crew in removing the winter control sand from the roadways, catchbasins and sidewalks. If the weather cooperates line painting should be completed by July 1st.

With the adoption of Minimum Maintenance Standards for Municipal Highways in the fall of 2009, the Town is now completing road patrols at regular intervals where maintenance work is being completed within established timelines. This spring, the

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engineering staff has been inspecting the sidewalks throughout the community and has been marking with highly visible orange paint all surface discontinuities that exceed the standard of 2 centimeters; this will ensure that sidewalk users are alerted to these hazards. Also the engineering staff will be measuring the retro-reflectivity of all traffic regulatory and warning signs throughout the community this summer work season. Did you know that there are over 4200 signs in the community!

On May 28, Council awarded a construction contract to Makkinga Contracting out of Thunder Bay to replace the asphalt and complete some storm sewer ditching along 8th Street East between Victoria Avenue and Christie Avenue. This project is scheduled to be completed by August 31, 2012.

In regards to the water system:

From January 1st to the end of May, the Town manufactured 663,870 (2011- 632,480) cubic meters of treated water, which is a 4.9 % increase, compared to the same period last year. The MOE completed an announced inspection of the Town's water drinking system on January 30 & 31, 2012 where I am pleased to inform the general public that no health risk and non –compliance issues were found. There were 5 water main breaks, which occurred during the first five months of 2012. The second phase of the tender 11-OF-09 was awarded to Wagner Construction Canada ULC in early January. Wagner has been on site since mid April where the water mains, sanitary sewer mains and storm sewer piping along 3rd Street from Portage Avenue and Victoria Avenue have been replaced. This capital work is scheduled to be completed by Saturday July 21st, 2012.

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Also Makkinga Contracting out of Thunder Bay will be replacing 743 meters of water main along King's Hwy between just east of Daniel Avenue to Pit Road No.1. This rehabilitation work is scheduled to be completed by August 31, 2012.

In regards to the wastewater system:

Over the last 5 months the Town has treated and discharged 864,665 (2011- 1,209,369) cu. meters of wastewater, which is a reduction of 28.5% compared to the same period last year. When comparing the treated water discharged from the Sewage Treatment Plant to the manufactured water from the Water Treatment Plant, there is a difference of 200,795 cu. meters of groundwater and surface water entry into the sanitary sewer system commonly referred to as "inflow and infiltration (I/I) loading during this period. Thus over the past 152 days (5 months) on a daily average the Town treats 1321 cu. meters of wastewater at the STP for no reason. In order to reduce this I/I volume, please inspect your sump pump system used for your weeping tile system for your basement foundation to ensure it is not discharging directly into the sanitary sewer system. Your sump pump water should be discharged onto your property then travel along the ground onto the roadway and then eventually will discharge into the storm sewer system and not into the sanitary sewer collection system. This groundwater doesn't have to be treated at the Sewage Treatment Plant. Please do your part by alleviating any groundwater or surface water discharging into the sanitary sewer system. In the fall of 2009, the KGS Group, a wastewater engineering firm, out of Winnipeg was retained to investigate where all of the inflow and infiltration (I/I) loading is coming from and to develop a work plan on how to alleviate some of this loading in the future. A draft copy of the final report has been received where administration will be presenting the report to Council along with the

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findings in the near future. The information contained in this report will assist in developing a priority replacement/repair schedule of the sanitary sewer collection system piping and other resultant infrastructure.

In regards to the Waste Management System:

On Saturday May 12th a free springtime tipping day at the landfill site for residential yard and garden (organic matter) was held. 148 vehicles dropped off 24.89 tonnes of residential yard and garden material. Another free tipping day at the landfill site for residential yard and garden waste is scheduled for Saturday November 3rd, 2012.

The Town is working with a local private company and the Ontario Electronic Stewardship organization to establish a permanent site for citizens of the Rainy River District to drop-off their old electronic devices for free where an announcement is pending in the near future. Household Hazardous Waste Day has been scheduled for Saturday, September 8, 2012 where the Town is tendering together with Kenora, Dryden and Red Lake to retain a common MHSW service provider in order to receive better pricing.

In regards to the Parks and Cemeteries:

Approximately 60% (exact amount will be given to Chairman on June 11) of the annual flowers throughout the Town have been planted as of June 11th, 2012, where the Riverview Cemetery is completed and the crew is busy working on planting the flowers in the Fort Frances cemetery. Overall, the Town Council and administration are pleased with the productivity shown by the parks crew this spring as the growing season is one-month ahead. The Town still looking for another member of the general public to sit on an off-leash steering committee to basically select a location for the off-leash Dog Park

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and design it's features. In regards to fleet replacement in the Parks area, the Town will purchase a new - ½ ton truck that will be delivered some time this fall. Also two of the existing riding lawnmowers utilized to maintain the cemetery grounds have been traded in for newer models. Presently the existing cemetery by-law is being updated as a result of the creation of the Funeral, Burial and Cremation Services Act, 2002 that comes into affect on July 1st, 2012 and this new act replaces the Cemeteries Act, RSO, 1990 c 4.

In regards to the Fort Frances Airport:

The amount of air traffic is slightly down at the Fort Frances Airport compared to last year, where 28 less aircrafts landed as of the end of May (1075 in 2012 Vs 1103 in 2011). However, overall revenue is slightly up, for example an increase of 10,172 liters of aviation fuel has been purchased in 2012 compared to 2011 during the same period. Also the Town's aviation fuel prices are being advertised on three main websites where pilots access to plan their flight plans. Hopefully the word gets out that the aviation fuel prices at the Fort Frances Airport are the cheapest in Northwest Ontario. This could result in additions fuel sales at the Airport. In October of 2011 a new wildlife management control fence was installed around the Airport runways. I am pleased to say the fencing is performing very well as no wildlife has been permitted to enter on the airside since the installation. \$ 15,000 worth of crack sealing has been completed this spring on the airport asphalt surfaces. The existing land drainage system is scheduled to be cleaned and improved upon in during the summer and/or fall of 2012. Over the past three years the Town has been developing a Safety Management System in accordance with Transport Canada Canadian Aviation Regulations, which is similar to the quality management

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system for the water system. In March of this year, the final phase of the Safety Management System was submitted to Transport Canada for review and approval.

Summary

In closing, on behalf of Council, I wish Keith Munro and Julie Crichton the very best on their recent retirements. Also on behalf of Council I wish you and your family a safe and happy summer holiday and would like to thank you in advance for your cooperation in making Fort Frances a better place to live.

F/n: 2012Maysemiannual report

**Chairperson
Planning & Development Executive Committee
Report of Activities**

2011 December 1st to 2012 May 31st

The Planning & Development Executive Committee have met 9 times during this reporting period. Many planning, building and by-law issues were dealt with during this last reporting period.

This Committee received and made report and or recommendation to Council on numerous planning and building related issues brought forward to the committee. They include but are not limited to:

- **Requests to purchase and/or lease Town owned property for commercial and industrial purposes.**
- **Request for acquisition of Town owned properties for residential purposes.**
- **A requests to stop up, close and sell portions of public roadways for industrial purposes.**
- **Review of an Offer to Purchase and Sale of Town owned properties for residential development being a new condominium.**
- **Zoning by-Law amendments.**
- **Review and recommendation to Council concerning the Towns intent to defend an appeal to the Ontario Municipal Board**

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regarding the re-zoning of certain lands for residential use.

- Review and recommendation regarding a pricing and sales policy addressing the sales of industrial lands.

This committee further responded to many other issues of civic interest and has been proactive regarding other areas of interest or concern, by providing input and direction to staff: which include:

- Review of the Bear Wise Program, 2012 Bear Response Agreement with the MNR.
- *Residents are advised to note that the Ministry of Natural Resources is in the process of withdrawing from the Bear Wise Program and are moving forward in the process of downloading the responsibilities to municipalities through their respective police forces. This is viewed as a quantum step backward in respect of the control of nuisance bears. Without a formal agreement in place, as is the law of the Province, Town staff no longer can respond to bear sightings. Town residents are reminded that bear sightings are to be reported to the Bear Reporting Line at 1-866-514-2327. It is interesting to note that back in 2009 the MNR considered Fort Frances to be a “model” and “successful” community with regards to our control of*

nuisance bears. This was due to the partnership established with the MNR back in 2004 in the creation of the annual Bear Response Agreement and the town's participation in the Bear Wise Special Projects Funding, which resulted in a diminishing number of reported sightings of problematic bears. At that time a concerned group from the City of London, Ontario contacted Town administration, at the urging of the MNR, to seek information from Fort Frances on the success of our bear program.

- **Amendments to the Traffic Control By-Law.**
- **Requests for changes to the traffic control by-law relative parking and signage at local schools.**
- **Request to consider a by-law to deal with excessive false alarm reports to the OPP.**
- **Requests for temporary signage for special events.**
- **Requests for assistance by the Town for the Fort Frances Canadian Bass Championship event.**
- **The Town of Fort Frances Strategic Plan initiative re Property Standards Oversight Committee.**
- **The filling of vacancies on various boards and committees.**
- **Reinstatement of parking meters on Portage Avenue adjacent to the Post Office.**

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- **A request received from the Salvation Army for a second dedicated on street parking space on Armit Avenue adjacent to their facility.**
- **Accessibility requirements for taxi cabs and limousines.**
- **A request to plant trees on a Town Right of Way.**

So far the past 6 months have been a diverse, busy and event full time. Early indicators are that with the slowdown in the economy large projects contemplated may be slow in moving forward but there are no indications that they will be cancelled. The Planning & Development Executive and staff are always ready to promote and assist where possible any new development. With proposed new mining development in the district in the foreseeable future such as those proposed for the Atikokan and north of Emo regions, Fort Frances can only stand to benefit. On behalf of the Planning & Development Committee I would like to say that it has been rewarding and a pleasure to serve Council and the residents of Fort Frances on the Planning & Development Executive Committee.

Rainy Lake Hotel Advisory Committee Recommendations

June 2012

Initial Comments

In the Town of Fort Frances Strategic Plan of 2011, the need to provide leadership to the process to find a solution for the vacant Rainy Lake Hotel structure was identified. In late 2011, the Town directed the RRFDC to form a committee to examine options for the building. The RRFDC invited representatives of various community groups and Town divisions to form an advisory committee. The membership consists of:

Mark McCaig	Town of Fort Frances	CAO
Laurie Witherspoon	Town of Fort Frances	Treasurer
Rick Hallam	Town of Fort Frances	Supt. Planning and Development/ Chief Building Official
Sherry George	Town of Fort Frances	Museum Curator
Travis Rob	Town of Fort Frances	Sustainability Coordinator
John McTaggart	EDAC	Board Member
George Emes	BIA	
Connie Cuthbertson	BIA	Chair
Richard Boileau	BIA	
Mark Caron	Fort Frances Chamber	President
Anthony Mason	Fort Frances Chamber	Manager
Jan Beazley	RRFDC	Board Member
Jane Gillon	MNDM	(Ex-Officio)

The Committees goals and mandates consisted of:

- To review opportunities including any private sector interest;
- To analyze costs;
- To receive input; and
- Make the best recommendation to council on the future use of the building and/or site.

The committee met beginning in October 2011 and reviewed the information available on the building, its structure, its legal status, current studies and research and the options available. The committee discussed the various solutions to vacant hotels used in other communities, funding available and the current economic conditions within Fort Frances.

The committee then reached a series of preliminary conclusions. These preliminary conclusions were proposed to key stakeholders through a process of consultations.

This report summarizes this information reviewed in this process and the best recommendations of the committee.

Rainy Lake Hotel Advisory Committee Recommendations

June 2012

The Rainy Lake Hotel

The construction of a tourist hotel was first proposed in 1928. The architect, Arthur Hanford of Duluth, designed a building with distinctly Spanish Revival features.

The plans called for a full basement with fuel and boiler rooms, storage areas, a laundry, three sample rooms and 34-feet by 50-feet ballroom complete with a stage. The first floor was to have a vestibule opening into the 40-feet by 32-feet main lobby. A café, grill and drugstore were planned for this floor along with provisions for the kitchen, offices, checkroom, cigar room and storage. The second and third floors were to have 43 rooms each with a toilet and lavatory, and 32 of these rooms would also have a private bath. The completed cost was estimated at \$175,000. The formal opening took place July 19, 1929.



The façade of the Rainy Lake Hotel featured white stone and textured brick in light cream, tan and salmon colours. Red tile accented the roof, which projected over a frieze along part of the front. There are three main projections along the façade, one central and one at each end. These are trimmed with cut stone and the central projection featured a wrought iron balcony. A marquis highlighted the main entrance.

The Rainy Lake Hotel remained in operation as a hotel through a succession of owners. The only major visible addition was a section to the east main floor known as the Causeway Room.

The Rainy Lake Hotel played an important role in the community. It was the meeting place for various community groups and was a popular lunchtime and coffee-time gathering spot. The



Rainy Lake Hotel Advisory Committee Recommendations

June 2012

hotel played host to weddings, the BIA meet Santa, the Rotary Club and Kiwanis meetings and was location of the Town's youth's late night adventures.

Rainy Lake Hotel Ownership and Legal Status

The building was closed in October 2005. It is currently owned by an insolvent numbered corporation. Efforts to sell the property either by the mortgage holder or the Economic Development Office resulted in no serious interest.

In February of 2011, the Town put the structure up for tax sale. No buyers choose to bid. The Town distributed 34 packages. The Town must now determine if it should vest the property in the name of the municipality within two years of the tax sale date (Feb. 15). The property then will be tax exempt as is any property owned by the town. If the property is not vested or re-advertised for sale two years from the tax sale date, the process has to start all over again. As of June 2012, there are no liens against the property that would become a liability to the Town of Fort Frances if it vested the property.

Grants and Assistance

Several programs exist that Council is familiar with to assist Northern Ontario communities with economic development goals. The two programs with the most likely participation in a revitalization project are The Northern Ontario Heritage Fund and FedNor. These programs participation will be dependent on the projects final scope, funds available and the programs parameters at the time of application.

Funding may also be provided through the Provincial REDI program. Estimates for that program are not included in the costing attached.

The Town of Fort Frances, through the Federation of Canadian Municipalities (FCM) Green Municipal Fund (GMF), has the ability to apply for a low interest loan for 80% of the total eligible project costs with no published upper limit. The GMF will provide loans at 1.5% below the government bond rate for a 10 or 20-year financing term. This funding would primarily be granted for the demolition of the existing building and any environmental remediation work that would be required. The application for this funding does require a Phase I and Phase II Environmental Site Assessments to be conducted at an additional cost to the Town.

The P3 Canada fund will also fund redevelopment projects, with funding amounts dependant on the project. This program is re-evaluated annually and the application deadline has previously been mid- June each year.

It is also proposed that local fundraising through the sale of bricks would yield donations.

Rainy Lake Hotel Advisory Committee Recommendations

June 2012

Building Structure

The Rainy Lake Hotel building not only suffers from nearly seven years of vacancy, but also decades of poor or no maintenance. Water has entered the building through the roof and basement. All the mechanical systems have failed. The building is now contaminated by mold and likely has asbestos components that will require mediation.

Rick Hallam, Town of Fort Frances Chief Building Official, describes the building as extremely deteriorated and not in a condition where restoration is an economically viable option. Both he and the Hilderman, Thomas, Frank & Cram (HTFC) study determined that demolition is the best option for the property.

Stairwell



Bar



Ball Room



Dinning room



June 2012

In 2010, with the support of a grant, the RRFDC hired HTFC to undertake a study of the various possibilities that the Rainy Lake Hotel building and/or property could be used for that would enhance the downtown. After reviewing options the consultant's conclusions were to demolish the building and replace it with a Market Square.

Option 1 Concept

Mainstreet Market Square • Fort Frances • Ontario

Rainy Lake Hotel Advisory Committee Recommendations

June 2012



NORTH ELEVATION - SCOTT STREET

View from Scott Street

Mainstreet Market Square • Fort Frances • Ontario



MARKET STALL

Scale 1/4" = 1'-0"

Mainstreet Market Square • Fort Frances • Ontario





June 2012

Stakeholders and Public Consultation

A consultation process either through interview or meeting was conducted from March to May of 2012. The BIA, Chamber of Commerce, Economic Development Advisory Committee, RRFDC Board and Museum Advisory Committee received presentations. A public meeting was held at the Royal Canadian Legion on April 18. Input was also sought through individual interviews, through email or by phone. Stories in all local media appeared throughout the process. In total 78, stakeholders or members of the public provided input or attended a meeting.

1. **The best use of the property is in the private sector and should that option become available at any time the committee would recommend this be pursued.**

The consensus was agreement with the committee's position in this regard, including an understanding based on the evidence provided, that this option is likely not available.

2. **If no other option appears, the Town should take ownership of the building.**

Concerns were expressed about the loss of tax revenue however, provided with the information on the current building condition and demolition costs the consensus was agreement with the committee's position.

3. **The Market Square concept.**

The consensus was agreement with the concept. The input was almost entirely around the details of such an entity.

That input:

- Concern regarding agreement on maintenance and programming costs for the site;
- Concern that some form of the original structure remains a part of the Market site;
- A wish for the bricks to be used in the future site;
- That bricks be sold;
- That the stories of the Old Hotel be preserved via some method;
- That the site includes a place for Early Iron displays;
- That parking issues be considered in planning;
- Those washrooms are included;
- That merchants selling in the Market Square be charged a fee; and
- That a space is included for entertainment.



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4. The Costing

Concerns were expressed regarding the cost of demolition, little or no concern was expressed about the cost of the square creation. The project was presented with the anticipated of partnership with stakeholders as well as other levels of government.

5. General

Questions and answers provided about the specifics of the building status, structurally and legally. Answers were provided about how the demolition might be undertaken. It was requested that the presentation be placed on the Town website.



Rainy Lake Hotel Advisory Committee Recommendations

June 2012

Conclusions:**Market Square Costing**

Demolition	\$ 900,000
Site Preparation	\$ 2,600
Landscaping	\$ 328,000
Construction	\$ 295,000
Contingency	\$ 62,600
Preliminary Design	\$ 50,000
Total	\$ 1,638,200

Funding:

FedNor	\$ 246,067
NOHFC	\$ 540,100
Local	*\$ 784,167

low interest loan for \$784,167*Local Portion:**

BIA	
Cash contribution	\$ 40,000
10 year@\$12,000 a year	\$ 120,000
10 year advertising	\$ 10,000
10 year for Improvements	<u>\$ 10,000</u>
	\$ 180,000

Partners:

FedNor	\$ 246,067
NOHFC	\$ 540,100
BIA	\$ 160,000
Fundraising	<u>\$ 50,000</u>
Town	\$674,700

Final Recommendation**That Council:**

- **vest the property**
- **tender for up to date and accurate quotes for demolition**
- **apply for various senior government funding opportunities**
- **work with the BIA to create a Market Square**

...

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Glenn Treftlin/Frances
07/06/2012 12:06 PM

To Kathy Lawson/Frances@Frances, Lori
Pattison/Frances@Frances
cc
bcc
Subject Fw: 100 year customs celebration

Glenn W. Treftlin, AMCT
Town Clerk
Town of Fort Frances
Civic Centre
320 Portage Avenue, Fort Frances, ON P9A 3P9
ph. 807-274-5323, ext. 236, fax: 807-274-8479
email: gtreftlin@fort-frances.com

----- Forwarded by Glenn Treftlin/Frances on 07/06/2012 12:06 PM -----



Rick Wiedenhoeft
<weedy@bell.net>
07/06/2012 11:52 AM

To <gtreftlin@fort-frances.com>
cc
Subject 100 year customs celebration

Glenn

Please add to the Council agenda a PSA concerning the 100 year celebration of the customs facility at Fort Frances.

We are planning a wine and cheese at the Museum running from 4:00 to 7:00 pm with dignitaries speeches at 5:00 pm. on Wednesday August 1st.

The Falls and Fort Councils would be splitting the cost of the wine and cheese with the Customs and Museum looking after the month long exhibit at the Museum centering around the August 1st. actual 100 year existance of the Customs.

A resolution recognizing the August 1st event with approval of \$200.00 towards the W. & C. from Council's Public Relations fund would be most appreciated.

Thanks Rick

Agenda Item # 3.2

THE TOWN OF FORT FRANCES

REPORT TO: Mayor and Council
FROM: G. Treftlin
SUBJECT: Town of Fort Frances
Council Meeting – Monday, June 11, 2012
Consent Agenda Items

1. Items referred from Committee of the Whole:
See individual reports.



/kl

June 7, 2012



Agenda Item # 7.1

TOWN OF FORT FRANCES

BY-LAW NO. 24/12

(Being a by-law to authorize the entering into of a lease agreement with Bell Mobility Inc. for space on the municipal water tower - the Municipal Act, 2001, S.O. 2001, c. 25.)

WHEREAS on May 14th, 2012, Council approved a report from D. Brown, Manager of Operations and Facilities thereby authorizing a lease agreement with Bell Mobility Inc. for space on the municipal water Tower.

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

1. That the lease agreement with Bell Mobility Inc., with term effective May 1, 2012 to April 30, 2017, and option to extend, in the form attached hereto as Schedule "A" to this by-law, be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 11th day of June 2012.

Agenda Item # 7.1

W4273 Fort Frances West

THIS LEASE made this 1st day of May, 2012.

1. **DEMISE.** The Landlord, who is the party signing this Agreement as Landlord below, is the registered owner of the property municipally known as **220 McIRVINE ROAD, FORT FRANCES**, in the Province of Ontario, which is more particularly described in Schedule "A" (the "Property") attached hereto, and leases to the Tenant a portion of the Property which is more particularly shown on the plan attached hereto as Schedule "B" (the "Leased Premises") for the use described herein and for the exclusive use of the Tenant, its agents, employees, contractors, assignees and/or sublessees in consideration of \$2.00 (the receipt and sufficiency of which is hereby acknowledged) and the rents, covenants and agreements herein contained and hereby assumed.

2. **USE OF LEASED PREMISES.** The Tenant is permitted to use and maintain on the Leased Premises (including the use of the existing water tower) an equipment shelter/cabinets and all necessary cabling, antennas, antenna mounts and any other related equipment or attachments (collectively, the "Equipment"), and to install, reconfigure, attach, operate, maintain and replace all of the initial and additional Equipment on the Leased Premises for wireless telecommunications. The Tenant shall be permitted, during construction, installation, reconfiguration, attachment and replacement of the Equipment, to occupy an area outside the Leased Premises for such purposes, such area to be repaired at the Tenant's expense and to the reasonable satisfaction of the Landlord. The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required, which access road will form part of the Leased Premises. *

The Landlord grants to the Tenant, its agents, employees, contractors, or to an Assignee (as defined herein), all rights of direct access, twenty-four (24) hours a day, seven (7) days a week, to the Property and, where available, a twenty-four (24) hour parking space located at the Property (including parking access cards and provide notice to any security personnel and contracted towing/tagging services). Access keys shall be provided by the Landlord to the Tenant if and when keys are requested by the Tenant. *

3. **TERM.** The term of this Lease shall commence on the date indicated on the first page hereof (the "Commencement Date") and shall expire on that date which is five (5) years following the date upon which installation/construction of the Equipment is commenced (the "Construction Commencement Date") (the "Term").

4. **RENT.** The Tenant shall pay to the Landlord rent as set forth in Schedule "C" (the "Rent"), attached hereto. In addition, the Tenant shall pay to the Landlord any goods and services tax or harmonized sales tax which it is required to pay by law. The Landlord's GST/HST # is 10698 4586 RT0001.

5. **OPTION TO EXTEND.** Unless the Tenant provides the Landlord with written notice of its intention not to renew this Lease at least six (6) months prior to the expiration of the Term or Renewal Term, this Lease shall automatically renew for three (3) successive five (5) year renewal terms (each of such terms being referred to as a "Renewal Term") on the same terms and conditions herein except for the Rent shown on Schedule "C" attached hereto.

6. **ASSIGNMENT.** The Tenant shall be permitted to assign, sublet or license the whole or any part of the Equipment or Leased Premises and rights of access without the consent of the Landlord to any assignee, sublessee or licensee (the "Assignee") provided that the

Tenant shall not be relieved from any of its obligations under this Lease and further provided that the Assignee(s) agrees to be bound by the terms and conditions of this Lease. *

7. TENANT'S WORK

(a) The Landlord agrees that the Equipment shall not become fixtures of the Lease but shall be and remain the property of the Tenant and may be removed from the Leased Premises at any time from time to time by the Tenant during the Term or within a reasonable time after expiration or early termination of this Lease, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such removal, reasonable wear and tear excepted.

(b) The Tenant and any Assignee may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term and any extension thereof without requiring the consent of the Landlord. Such alterations and/or improvements may include, but are not limited to the expansion, reconfiguration or replacement of existing, or the addition of new, equipment shelter(s), antennas, antenna mounts, apparatus, fixtures, cabling, attachments or any other Equipment required by the Tenant or any Assignee, so long as the Tenant makes good, at the Tenant's cost and expense, any damage caused by such alterations and/or improvements, reasonable wear and tear excepted. *

8. **ADDITIONAL TAXES.** The Tenant shall reimburse the Landlord for any new taxes, rates, fees or assessments of every description which may be charged or imposed, during the Term hereof, by a governmental authority (collectively, the "Taxes") upon or in respect of the privileges hereby granted provided that: (a) it can be demonstrated that such Taxes have been assessed as a direct result of the Tenant's use of the Leased Premises; and (b) the Landlord delivers to the Tenant prompt written notice of the imposition of such Taxes (together with copies of all bills, invoices or statements relating to such Taxes) (the "Taxes Notice"), which Taxes Notice shall be delivered no later than sixty (60) days following the due date for the Taxes set out in such Taxes Notice (the "Taxes Due Date"). If the Landlord fails to deliver the Taxes Notice on or before the date which is sixty (60) days following the Taxes Due Date, then, notwithstanding anything to the contrary herein, the Tenant shall have no obligation or liability to pay any of the Taxes set out in such Taxes Notice and the Landlord shall be solely responsible for the payment of all such Taxes. The Landlord agrees that the Tenant shall have the right, at the Tenant's sole cost and expense, to contest the Taxes charged or imposed which the Tenant is responsible for paying under this Lease.

9. **ELECTRICITY.** The Tenant shall have the right at any time and at its own cost and expense, to connect to and draw power from the Landlord's electrical power supply. The Tenant shall be responsible for its electrical connection costs and for the electrical consumption used on the Leased Premises. In circumstances where the local hydro utility will not provide a separate billing for a hydro subservice sharing the same municipal address with the primary hydro service, the Tenant shall have the right to install at its expense a hydro check meter. Upon regular consumption of hydro, the Tenant shall make monthly instalments to the Landlord of Three Hundred and Fifty Dollars (\$350.00), in advance. The Tenant shall periodically read the check meter to determine the actual electrical consumption by the Equipment. Based on this reading, the Landlord and the Tenant shall adjust the monthly hydro instalments, determine a revised rate and the Tenant shall begin paying that rate monthly in advance for the subsequent period. This process shall continue throughout the term of

* See Schedule "D" attached hereto for amendments to this Section.

BELL MOBILITY
Form: telecommunications lease doc

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TOWN OF FORT FRANCES
BY-LAW NO. 24/12
SCHEDULE "A"

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the Lease, based on the actual electrical consumption being used for the Equipment.

10. TERMINATION. Notwithstanding any other provisions of this Lease, the Tenant may, in its sole discretion, terminate this Lease by giving ninety (90) days prior written notice to the Landlord and the Tenant shall be entitled to remove the Equipment from the Leased Premises within a reasonable time thereafter. In the event of such termination, the Landlord shall refund pro-rata the portion of the Rent, if any, accruing due after the date of the said termination and the parties shall be released from any further obligations with respect to any matter under this Lease. *

11. INTERFERENCE. The Landlord shall not cause interference or permit others to interfere with or impair the quality of the telecommunications services being rendered by the Tenant from the Leased Premises. To verify that no interference is caused by the Landlord, the Landlord shall provide to the Tenant a full set of plans and specifications for any subsequent proposed telecommunications installation at the Property by a third party for review and approval, such approval not to be unreasonably withheld or delayed. Should interference occur at any time during the Term, or any extension thereof, upon notice by the Tenant, the Landlord shall cause such interference to cease immediately and all costs associated with the resolution of the interference shall be borne by the Landlord or the third party, as the case may be. *

12. OVERHOLDING. If the Tenant overholds the Leased Premises beyond the Term of this Lease or any extension provided herein, the Tenant may continue such holding over as a tenancy from month to month, upon the same terms and conditions as contained in the Lease. *

13. QUIET ENJOYMENT. The Landlord covenants with the Tenant for quiet enjoyment of the Leased Premises without any interruption or disturbance from the Landlord provided the Tenant performs all its covenants under this Lease.

14. INSURANCE AND INDEMNITY. The Tenant shall, during the Term hereof, keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence and an annual aggregate limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) for products and completed operations. The required insurance limit may be composed of any combination of primary and excess (umbrella) insurance policies. *

The Tenant agrees to indemnify the Landlord for any claims or damages caused by the Tenant, its agents, employees, contractors or those whom it is responsible in law, except for any damage, loss, injury or death which results from the negligence or willful misconduct of the Landlord, its employees, agents, contractors or those whom it is responsible in law. Notwithstanding anything else contained herein to the contrary, in no event will the Tenant be liable for or indemnify and save harmless the Landlord from and against any indirect, special, incidental or consequential damages, including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

15. ENVIRONMENTAL. The Landlord warrants, to the best of his knowledge, that the Leased Premises does not contain any toxic or hazardous substances or materials including, without limitation, asbestos, urea formaldehyde, PCBs or any other contaminants as defined in the Environmental Protection Act, Ontario or the equivalent Act in the province within which the Property is located (the

"Contaminants"). If Contaminants are discovered by the Tenant during the Term or any extension thereof, the Landlord shall remove the Contaminants at its expense, or, at its option, indemnify and hold the Tenant harmless from any liability arising from the presence of the Contaminants on the Leased Premises.

16. REGISTRATION AND NON-DISTURBANCE. The Tenant may register a notice of this Lease on title to the Property in order to show its interest herein and the Landlord shall provide the Tenant with a legal description of the Property for such registration. Upon the request of the Tenant, the Landlord agrees to obtain from any purchaser or mortgagee a non-disturbance agreement to respect and continue in full force and effect, all the terms and conditions of this Lease.

17. NOTICE. Any notice to be given under the terms of this Lease shall be sufficiently given if delivered (by hand or courier) to the party for whom it is intended, or if mailed, postage prepaid, by registered mail addressed to the party for whom it is intended. The addresses for notice are as follows:

In the case of the Landlord to:

**THE MUNICIPAL CORPORATION OF THE
TOWN OF FORT FRANCES
320 Portage Avenue,
Fort Frances, Ont. P9A 3P9**

**Attention: Mr. Glenn Treftlin
Facsimile: (807) 274-8479**

and in the case of the Tenant to:

**BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2**

**Attention: Real Estate Services
Facsimile: (905) 625-0730**

Either party hereto may change its aforesaid address for notices in accordance with the provisions of this notice.

Although not constituting formal notice, Bell Mobility's Call Centre can be reached 24 hours a day at 1 866-670-6622 to report power outages or other hazardous conditions occurring at the Leased Premises.

18. BINDING AGREEMENT. The Landlord covenants that the Landlord has good right, full power, and absolute authority to grant this Lease to the Tenant and this Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and subsequent purchasers.

19. FORCE MAJEURE. Notwithstanding anything to the contrary in this Lease contained, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes; labour troubles; an inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not, which are not the fault of the party delayed in performing the work or doing the act required under the terms of this Lease, then the performance of

* See Schedule "D" attached hereto for amendments to this Section.

BELL MOBILITY
Form: telecommunications lease doc

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such term, covenant or act shall be excused for the period of the delay and the period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

20. CONFIDENTIALITY. The terms of this Lease and all information issued, disclosed or developed in connection with this Lease are to be held in strict confidence between the parties hereto. The Landlord, its agents and employees agree not to use, reproduce or divulge the same to third parties unless it is with the prior written consent of the Tenant and to take all reasonable precautions for protection of such information from disclosure. *

21. ENTIRE AGREEMENT. This Lease, including Schedules A, B, C and D, contains the entire agreement between the parties hereto with respect to the Leased Premises and there are no prior representations, either oral or written, between them other than those set forth in this Lease. This Lease supersedes and revokes all previous negotiations, arrangements, options to lease, representations and information conveyed, whether oral or written, between the parties hereto. The Landlord acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty except such as are expressly set out in this Lease.

IN WITNESS WHEREOF the said parties hereto have duly executed this Lease on the dates noted below.

DATED at Mississauga, this 22 day of May, 2012.

TENANT:

BELL MOBILITY INC.

Per: 

Colin Lavery
Manager, National Real Estate Services

I have authority to bind the corporation.

DATED at Fort Frances, Ontario, this ____ day of ____, 2012.

LANDLORD:

THE MUNICIPAL CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____

Roy Avis

Per: _____

Glenn Treflin

We have the authority to bind the corporation.

* See Schedule "D" attached hereto for amendments to this Section.

BELL MOBILITY

Form: telecommunications lease doc

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SCHEDULE "A"

To the Agreement dated the 1st day of May, 2012.

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE
TOWN OF FORT FRANCES
320 PORTAGE AVENUE
FORT FRANCES, ONTARIO
P9A 3P9**

- and -

**BELL MOBILITY INC.
5099 CREEKBANK ROAD, 6N
MISSISSAUGA, ONTARIO
L4W 5N2**

All and singular that certain parcel or tract of land and premises located at 220 McIrvine Road, FORT FRANCES, ONTARIO and being more particularly described as:

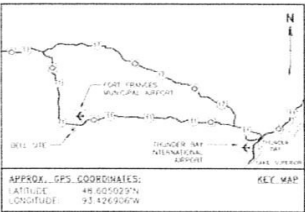

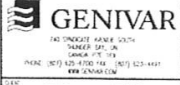

Legal Description:

PIN: 560190014
PCL 17014 SEC RAINY RIVER; FIRSTLY PT LT 40 RIVER RANGE MCIRVINE AS IN
SLT68161; SECONDLY PT ORIGINAL ROAD ALLOWANCE MCIRVINE AS IN
SLT13820; FORT FRANCES

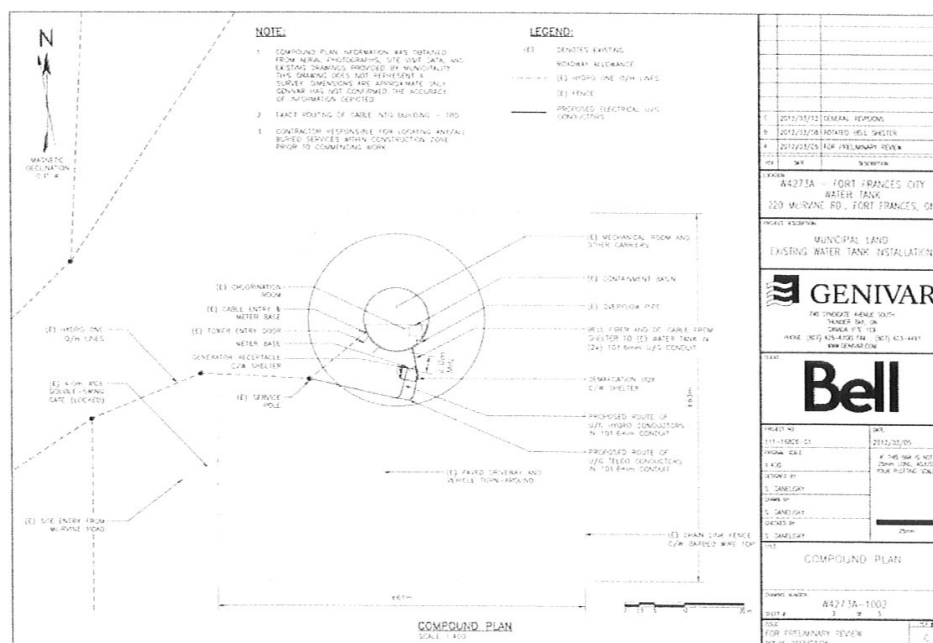
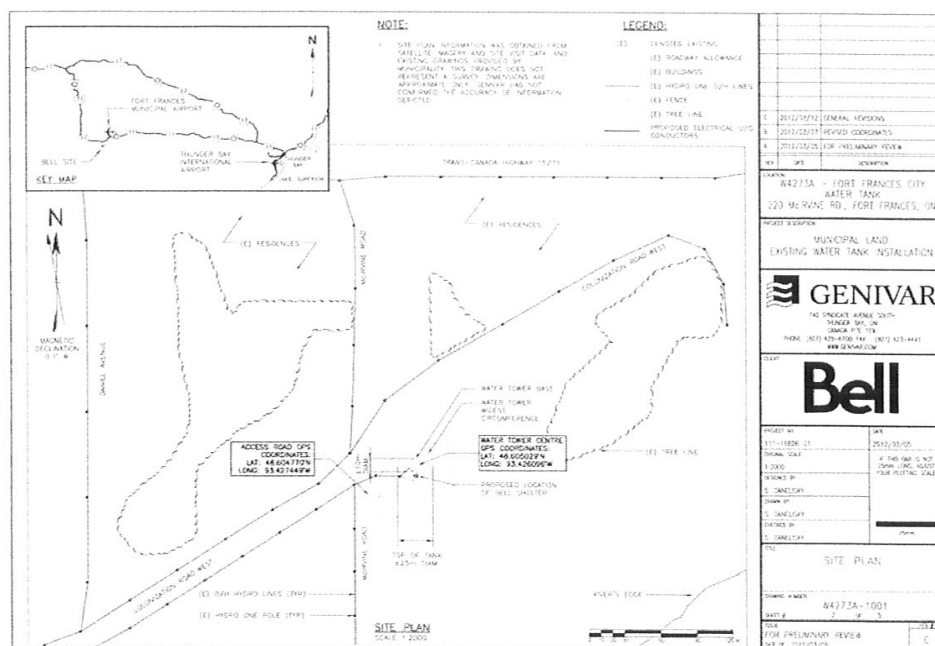
SCHEDULE "B"

PLAN OF LEASED PREMISES

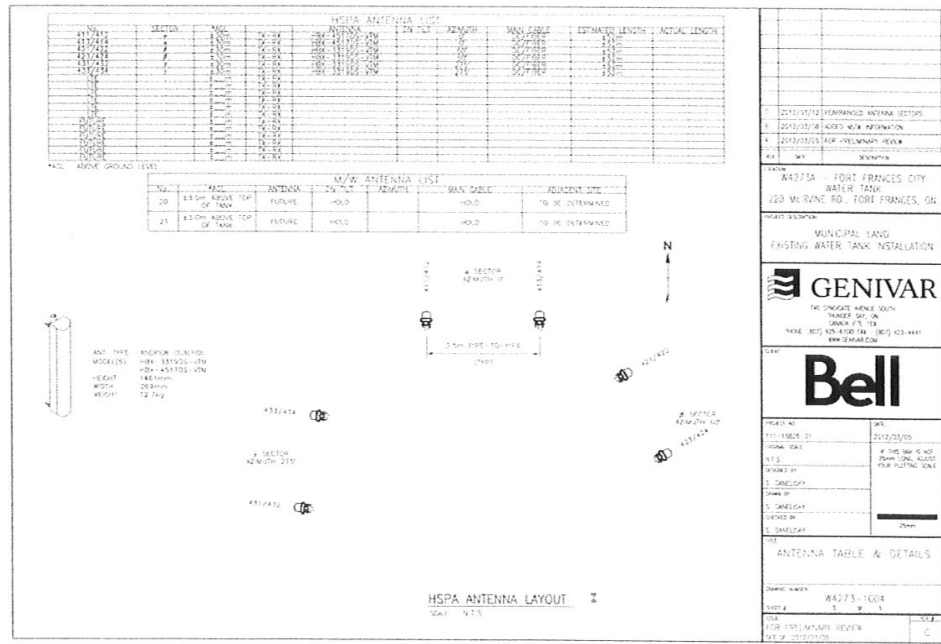
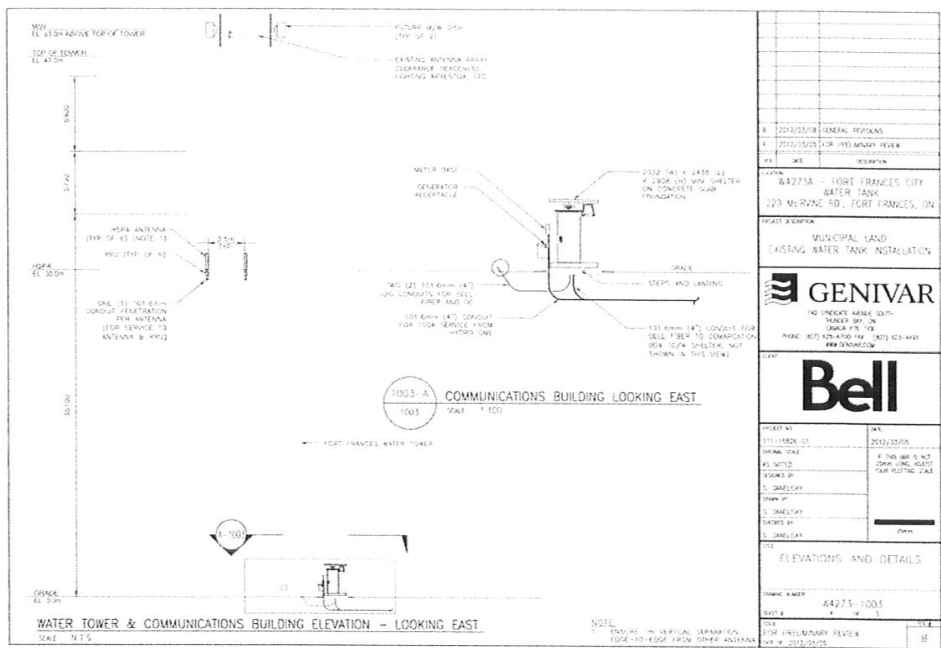
(Schedule "B" may be replaced at a later date as agreed to by the Landlord and the Tenant)

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<p>SITE NAME: FORT FRANCES CITY WATER TANK</p> <p>SITE ID: W4273A</p> <p>LOCATION: 220 McIRVINE ROAD, FORT FRANCES, ONTARIO</p> <p>SITE TYPE: MUNICIPAL LAND - EXISTING WATER TANK INSTALLATION</p> <p>DRAWING LIST: W4273A-1000 TITLE PAGE W4273A-1001 SITE PLAN W4273A-1002 COMPOUND PLAN W4273A-1003 ELEVATIONS & DETAILS W4273A-1004 ANTENNA TABLE & DETAILS</p> <p>BELL MOBILITY CONSTRUCTION MANAGER: RICHARD FRANKS PHONE: 705-889-8977</p>		 <p>240 DUNDAS STREET WEST SUITE 100 TORONTO, ONT. M5G 1C4 PHONE: (416) 593-1100 FAX: (416) 593-1101 WWW.GENIVAR.COM</p>  <table border="1"><tr><td>PROJECT NO.</td><td>W4273A-1000</td></tr><tr><td>ISSUE NO.</td><td>01</td></tr><tr><td>ISSUE DATE</td><td>2012/03/05</td></tr><tr><td>SCALE</td><td>AS SHOWN, SEE NOT FOR PLACING DATE</td></tr><tr><td>DESIGNED BY</td><td>S. DUBREUIL</td></tr><tr><td>DRAWN BY</td><td>S. DUBREUIL</td></tr><tr><td>CHECKED BY</td><td>S. DUBREUIL</td></tr><tr><td>DATE</td><td>2012/03/05</td></tr><tr><td>TITLE</td><td>TITLE PAGE</td></tr><tr><td>CONTRACT NUMBER</td><td>W4273A-1000</td></tr><tr><td>DATE</td><td>2012/03/05</td></tr><tr><td>FOR PRELIMINARY REVIEW</td><td>YES</td></tr><tr><td>DATE</td><td>2012/03/05</td></tr></table>	PROJECT NO.	W4273A-1000	ISSUE NO.	01	ISSUE DATE	2012/03/05	SCALE	AS SHOWN, SEE NOT FOR PLACING DATE	DESIGNED BY	S. DUBREUIL	DRAWN BY	S. DUBREUIL	CHECKED BY	S. DUBREUIL	DATE	2012/03/05	TITLE	TITLE PAGE	CONTRACT NUMBER	W4273A-1000	DATE	2012/03/05	FOR PRELIMINARY REVIEW	YES	DATE	2012/03/05																																																																																																																																																																																																																																																																																		
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* subject to municipal setbacks
BELL MOBILITY
form: telecommunications lease doc



Agenda Item # 7.1



SCHEDULE "C"

RENTAL PAYMENT SCHEDULE

The Tenant shall pay Rent to the Landlord as follows:

(a) During the period commencing on the Commencement Date and ending on the Construction Commencement Date, the Tenant shall pay to the Landlord annual Rent in the amount of Five Hundred Dollars (\$500.00), payable in advance.

(b) During the period commencing on the Construction Commencement Date and ending upon the expiry of the Term, the Tenant shall pay to the Landlord annual Rent in the amount of Six Thousand Dollars (\$6,000.00) payable annually in advance.

If the Construction Commencement Date is on any day other than the anniversary date of the first day of the Term, Rent for the fractions of a year at the beginning and at the end of the year will be adjusted pro rata, on the basis of the actual number of days in such year prior to and the Construction Commencement Date.

(c) Provided that the Tenant shall have exercised its first (1st) Option to Renew, the rent of Six Thousand Nine Hundred Dollars (\$6,900.00) per annum payable in advance commencing on the first day of the first month of the first year following the expiration of the immediately prior Term/Renewal Term, and each and every month up to and including the first day of the fifth year following the expiration of the Term.

(d) Provided that the Tenant shall have exercised its second (2nd) Option to Extend, the annual rent of the greater of:

i) fair market value**; or,

ii) the annual rental during the last year of the immediate previous term adjusted by the number (as a percentage) obtained by adding the yearly percentage change in the CPI***;

payable in advance commencing on the first day of the first month of the first year following the expiration of the immediately prior Renewal Term and each and every year up to and including the first day of the tenth year following the expiration of the Term.

(e) Provided that the Tenant shall have exercised its third (3rd) Option to Extend, the annual rent of the greater of:

i) fair market value**; or,

ii) the annual rental during the last year of the immediate previous term adjusted by the number (as a percentage) obtained by adding the yearly percentage change in the CPI***;

payable in advance commencing on the first day of the first month of the first year following the expiration of the immediately prior Renewal Term and each and every year up to and including the first day of the fifteenth year following the expiration of the Term.

**Fair market value as agreed between the parties in the ninety (90) days prior to the expiration of the immediately preceding Term/Renewal Term, or in the absence of such agreement, as determined by arbitration heard at the parties joint expense in the Town of Fort Frances before a single arbitrator in accordance with the provisions of the Commercial Arbitration Act of the Province of Ontario.

***"CPI" means the Consumer Price Index, not seasonally adjusted, published by Statistics Canada (or by a successor or other government agency), or if it is changed or is not produced or issued by Statistics Canada (or by a successor or other government agency), then CPI shall mean the nearest and most similar replacement index available from a government authority or failing that, a recognized industry association.

Agenda Item # 7.1

SCHEDULE "D"

AMENDMENT TO LEASE

Section 2. **USE OF LEASED PREMISES** of the Lease is amended by deleting the last sentence of the first paragraph which states: "The Tenant shall have the further right to construct and maintain an access road to the Leased Premises, if required, which access road will form part of the Leased Premises."

Section 2. **USE OF LEASED PREMISES** of the Lease is further amended by adding the following sentences as the last sentences of the second paragraph:

"Except in the case of an emergency, the Tenant acknowledges that a representative of the Landlord will be required to accompany any representative of the Tenant in order to gain access to the water tower structure. Further, the Tenant agrees to pay to the Landlord, a reasonable fee in accordance with the Landlord's current schedule of fees, if such required access is outside of normal business hours."

Section 6. **ASSIGNMENT** of the Lease is amended by adding the following to the end of the last sentence:

"and further provided that the Tenant provides the Landlord with notice of such assignment"

Section 7. **TENANT'S WORK**, paragraph (b) of the Lease is amended by replacing the first sentence which states: "The Tenant and any Assignee may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term and any extension thereof without requiring the consent of the Landlord" with the following sentence:

"The Tenant and any Assignee may make any alterations and/or improvements to the Equipment or the Leased Premises during the Term and any extension thereof after submitting plans to the Landlord and upon receipt of consent of the Landlord, such consent not to be unreasonably withheld or delayed."

Section 7. **TENANT'S WORK**, paragraph (b) of the Lease is further amended by adding the following last four sentences:

"Notwithstanding the foregoing, prior to the installation of any Equipment, the Tenant shall provide to the Landlord, plans stamped by a professional engineer certified in the Province of Ontario. Further, any and all work undertaken by the Tenant shall require the consent of the Landlord, such consent not to be withheld or delayed. The Landlord further agrees to provide consent within five (5) business days upon receipt of plans from the Tenant. The Tenant shall ensure that all workers, employers, contractors and other personnel are trained, certified and competent in their skill set when performing within the said property. All work performed on the said property shall be in conformity with the Ontario Occupational Health & Safety Act and all applicable safety regulations and standards. When requested by the Landlord the Tenant shall provide such documentation of proof. "

Section 10. **TERMINATION** of the Lease is amended by adding the following last sentence:

"The Tenant shall repair any damage caused by such removal and restore the Leased Premises to its original condition save and except reasonable wear and tear."

Agenda Item # 7.1

Section 11. **INTERFERENCE** of the Lease is amended by deleting "immediately and all costs associated with the resolution of the interference shall be borne by the Landlord or the third party, as the case may be" from the last sentence.

Section 12. **OVERHOLDING** of the Lease is amended by adding the following at the end of the last sentence:

"except for the rental which shall be equal to One Hundred and Fifty percent (150%) of the rental payable for the year immediately preceding such expiration."

Section 14. **INSURANCE AND INDEMNITY** of the Lease is amended by deleting the first sentence and replacing it with the following sentence:

"The Tenant shall, during the Term hereof, keep in full force and effect a policy of insurance with respect to the Leased Premises and the Property, in which the limit of Comprehensive General Liability insurance shall not be less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence and an annual aggregate limit of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for products and completed operations."

Section 20. **CONFIDENTIALITY** of the Lease is deleted in its entirety and replaced with:

20. **SAFETY CODE 6.** The Tenant will, at its own expense, and at all times ensure that the installation, operation and maintenance of the Equipment comply with Industry Canada regulations, including, without limitation, Health Canada's Safety Code 6 or other such relevant requirement(s) as determined by Industry Canada from time to time or other such applicable Canadian federal authority charged with governing the actions of the Tenant.

-END OF DOCUMENT-

Agenda Item # 7.2

TOWN OF FORT FRANCES

BY-LAW NO. 25/12

(Being a by-law to approve a contract awarded through the public tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on May 14th, 2012, Council awarded a contract (12-PD-06) to Racco Industrial Roofing for Civic Centre roof retrofit;

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

1. That pursuant to the award of a contract under Tender 12-PD-06 the contract with Racco Industrial Roofing 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 11th day of June 2012.

Agenda Item # 7.2

Town of Fort Frances
Civic Centre
Roof Retrofit

AGREEMENT BETWEEN OWNER AND CONTRACTOR

TOWN OF FORT FRANCES
BY-LAW NO. 25/12
SCHEDULE "A"

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made on the 24th day of May in the year 2012

By and between

Town of Fort Frances

(Owner Name)

320 Portage Avenue, Fort Frances, Ontario P9A 3P9

(Owner Address)

hereinafter called the "Owner"

and

Racco Industrial Roofing (a division of RuggedAir Systems Limited)

(Contractor Name)

710 Norah Crescent, Thunder Bay, Ontario P7C 4T8

(Contractor Address)

hereinafter called the "Contractor" witnesses that the parties agree as follows:

THE WORK

The Contractor shall:

- a) perform the Work required by the Tender Documents for Project No. TD393.2012
Roof Retrofit Civic Centre-O.P.P./Fire Hall Sections
(copy attached).

and which were prepared by:

Myron-Edwards Consulting Services

187 North Rockwood Avenue, Thunder Bay, Ontario, P7A 6A7

acting as and hereinafter called the "Consultant"

and

- b) do and fulfill everything indicated by this agreement.

Agenda Item # 7.3

TOWN OF FORT FRANCES

BY-LAW NO. 26/12

(Being a by-law to approve a contract awarded through the public tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on May 28th, 2012, Council awarded a Tender (12-OF-01) to 1204626 Ontario Inc. dba Makkinga Contracting and Equipment Rentals for Road Reconstruction and Watermain Replacement in phase 1 to be completed in 2012; and phase 2 to be completed in 2013 only if financing for phase 2 is included in the 2013 approved budget.

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

1. That pursuant to the award of a contract under Tender 12-OF-01 the contract in the form of contract documents dated May 2012 with 1204626 Ontario Inc. dba Makkinga Contracting and Equipment Rentals prepared by Engineering Northwest Ltd. 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 11th day of June 2012.

Agenda Item # 8.1



"AMO Communications"
<Communicate@amo.on.ca>

07/06/2012 09:00 AM

Please respond to
AMOWatchFileTeam@amo.on.ca

To klawson@fort-frances.com

cc

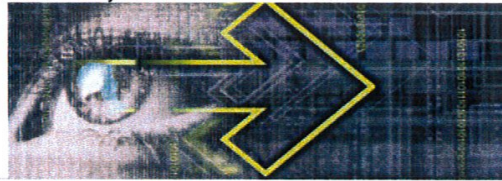
bcc

Subject AMO Watch File - June 7, 2012

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



Watch File



June 7, 2012

In This Issue

- Consolidated Municipal Hazardous or Special Waste (CMHSW) program update.
- Comments on Local Improvement Charges posting due June 30th.
- A Government Bill introduced that impacts municipalities.
- Environmental Commissioner of Ontario releases third annual energy conservation report.
- AMO Conference 2012: Adams, Shapiro, Murphy and more.
- Build on your leadership skills with Heads of Council Training.
- Collaborate. Discover. Innovate. The Fall Counties, Regional & Single Tier Symposium.
- Spark Change! Connections Energy Symposium - December 6th.
- Energy Management Tool plus Energy Planning Tool equal powerful municipal energy management.
- Learn to manage risk and lower municipal costs.
- OMKN sponsors AMCTO Conference workshop on Citizen Engagement Best Practices.
- Ophea Road Safety Awareness campaign.
- Resolutions from the Municipality of Huron East and West Lincoln Township.
- Career opportunity with the Ontario Public Service.

Provincial Matters

The Ministry of Environment has provided direction on the revised Consolidated Municipal Hazardous or Special Waste (CMHSW) program which will be effective as of October 1, 2012.

The Ministry of Municipal Affairs and Housing (MMAH) is proposing to amend the Local Improvement Charges regulations under the *Municipal Act* (O.Reg. 586/06) to allow interested municipalities to encourage renewable energy and energy efficiency improvements. Municipalities are encouraged to reply to the posting before June 30, 2012.

A Government Bill was introduced and received First Reading: Bill 100 (G/Hon. James Bradley), Great Lakes Protection Act, 2012 (to protect/restore the ecological health of the Great Lakes Basin and requiring municipal compliance with designated policies).

Ontario's Environmental Commissioner Gord Miller released Volume One of his third annual conservation report. The report reviews the government's progress on energy conservation since the *Green Energy Act* became legislation in 2009.

Eye on AMO/LAS Events

Michael Adams, Dr. Dan Shapiro, Rex Murphy and more...Learn from these and other speakers at the AMO Conference, August 19-22, Ottawa.

Register today for an interactive AMO Heads of Council training session designed to hone your existing

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leadership skills and help you develop new ones, in Ottawa - August 18, 2012.

The 2012 Fall Counties, Regional & Single Tier Symposium presents concepts that build and strengthen the fabric of Ontario communities. Mark your calendars for October 25 & 26. Further details will be available shortly.

Energy policy and programming in Ontario is never boring! LAS presents the 2012 Connections Energy Symposium - December 6th. Mark the date in your calendars and prepare to SPARK CHANGE.

LAS

Municipal staff can now use the Energy Planning Tool (EPT) to develop required plans and reports using data from the Energy Management Tool (EMT).

Access timely information about new and longstanding municipal risk issues through LAS' Risk Management Partnership with Frank Cowan Company. Good education and guidance can help lower municipal risk and also reduce the severity of claims against your organization.

Ontario Municipal Knowledge Network (OMKN)

OMKN sponsors AMCTO Conference workshop on Citizen Engagement Best Practices and reminds followers of the first ever 2012 Canadian Water Summit, Calgary, June 28. Visit OMKN or follow on Twitter.

Municipal Wire*

Ophea's Road Safety Awareness campaign focuses on ATV, pedestrian and school bus safety. To download a hardcopy guide and to access a resource list, please visit road safety or routes securitaires.

The Municipality of Huron East resolution concerns the Province of Ontario's disregard of the provisions of the Provincial Policy Statement with respect to the impact of industrial wind turbines on prime agricultural lands.

The Township of West Lincoln resolution requests amendment of recommendation 4.1 regarding a point system for small and large FIT applications as contained in the Ontario's Feed-in Tariff Program - Two-year Review Report.

Career/Employment Opportunities

Manager, Emergency Management Program - Ontario Public Service (Ministry of Labour). Please apply online, by June 19, 2012, entering Job ID 43810 in the Job ID search field. Please follow the instructions to submit your application online.

About AMO

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

AMO Contacts

AMO Watch File Team

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services Limited

MEPCO Municipal Employer Pension Centre of Ontario

OMKN Ontario Municipal Knowledge Network

Media Inquiries Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

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

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The Corporation of the Town of Tillsonburg

May 23, 2012

Bob Chiarelli
Minister of Transportation
3rd Floor, Ferguson Block,
77 Wellesley Street West
Toronto, ON M7A 1Z8



RE: COUNCIL Resolution – MTO Connecting Link Funding

At the Tillsonburg Town Council Meeting of May 12, 2012, Council passed the following resolution:

RESOLVED THAT the Town of Tillsonburg advise the MTO of our disappointment regarding the lack of connecting link funding.

FURTHER RESOLVED THAT the resolution be forwarded to area MPP's, other Municipalities affected by the connecting link, the Premier, Opposition Leaders and AMO.

If you have any questions, please do not hesitate to contact me at 688-3009 Ext. 3224

Regards,

Donna Wilson
Clerk
Development & Communication Services
Town of Tillsonburg
200 Broadway, 2nd Floor, Suite 204
Tillsonburg, ON N4G 5A7
Phone: 519-688-3009 Ext. 3224
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CORPORATE OFFICE

200 Broadway, 2nd Floor, Tillsonburg, Ontario, N4G 5A7, Telephone (519) 688-3009, Fax (519) 842-9431
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TOWN OF FORT FRANCES
Operations & Facilities Executive Committee
Minutes of Meeting

Date: May 23, 2012 Session No. 34



A meeting of the Operations & Facilities Executive Committee was held in the Committee Room on Wednesday, May 23, 2012 from 7:38 a.m. to 8:49 a.m.

Committee Members present: Rick Wiedenhoeft, Chair; Paul Ryan, Ken Perry, Doug Brown

Also present: Roy Avis

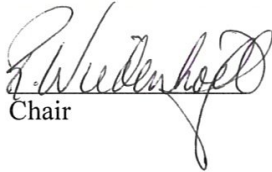
1. Disclosure of pecuniary interest as required under the *Municipal Conflict of Interest Act* by Committee Members on agenda items: none.
2. Agenda items considered at this meeting: *(note the recommendations to be taken to Council or other disposition of the items by this Committee)*
 - 1) Approve the minutes of the meeting of this Committee on May 9, 2012 – approved as circulated.
 - 2) Tender No. 12-OF-01 Road Reconstruction and Watermain Replacement – Phase 1 – Eighth Street, King's Hwy. Watermain Replacement, Hydrant Replacement – Phase 2 – Second Street East Reconstruction and Mowat Avenue Reconstruction. The Operations & Facilities Manager distributed the letter report from ENL. The Administration report was reviewed and will be revised to include a recommendation to award the work to Makkinga Contracting out of Thunder Bay at an estimated cost of \$801,341.76. The report will be forwarded to Council for approval.
 - 3) Tender No. 12-OF-02 Portage Avenue Underpass Pump Station Modifications. The Administration report will be forwarded to Council for approval.

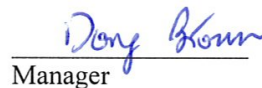
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3. Non-agenda items considered at this meeting: *(note the recommendations to be taken to Council or other disposition of the items by this Committee) (include this only if there were non agenda item(s))*
- 1) Three Flowering Crab Trees – Crowe Avenue – Councilor Rick Wiedenhoeft updated the Operations & Facilities Executive Committee on the decision of the Planning & Development Executive Committee to deny the Condo's request to plant three flowering crab trees on Crowe Avenue boulevard between Front Street and Nelson Street.
 - 2) Low Back Curb & Gutter – the Operations & Facilities Executive Committee to invite Melvin Haukaas to the next Operations & Facilities Executive Committee meeting on Wednesday, June 6th, 2012. This action will be discussed with all members of Council just prior to the next Committee of Whole meeting on Monday, May 28th, 2012.

4. Resolutions:

There being no further matters before this Committee at this time this meeting was closed.


Chair


Manager