

TOWN OF FORT FRANCES

AGENDA - September 28, 2020

MEETING - held virtually

Page

1. COUNCIL MEETING

(Session No. 048) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 ~~Prayer~~ Silent 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 Presentation from Glen Manning, Principal, HTFC Planning & Design 4 - 34

2.2 PUBLIC MEETING - Zoning Exception (840 Sixth Street West) 35

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Email received September 10, 2020 from Ken Campbell, MADD re: 36
advertising opportunity

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

3.3 Letter dated September 18, 2020 from G. Galbraith re: Bench 37
Installation

- will be referred to the Operations & Facilities Executive Committee
for recommendation.

3.4 Letter dated September 23, 2020 from J. Kabel, President, FFMHA re: 38 - 40
Arena Ice-In

- will be referred to the Community Services Executive Committee for
recommendation.

3.5 Letter dated September 24, 2020 from C. Miller and A. Matheson, 41 - 44
FFGWHHA re: Arena Ice-In

- will be referred to the Community Services Executive Committee for
recommendation.

4. Approval of Council Minutes: *

4.1	Session No. 047 dated September 14, 2020	
5.	<u>Approval of Committee of the Whole Minutes: *</u>	
5.1	Session No. 048 dated September 14, 2020	
6.	<u>Resolutions from tonight's Committee meeting</u>	
7.	<u>By-Laws:</u>	
7.1	By-law 16~06/G being a by-law to repeal by-law 16~06-F to suspend disconnection notices due to COVID19	45
7.2	By-law 03~14/U being a by-law to amend by-law 03/14 as amended (Zoning By-law - Remove Hold Provision Eighth Street East)	46
7.3	By-law 66~15/A being a by-law to authorize the execution of a renewal lease agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services for space in the Civic Centre.	47 - 55
7.4	By-law 48~19/B being a by-law to amend certain user fees in 2020.	56
7.5	By-law 35~20 being a by-law to approve an agreement with Form Studio Architects Inc. for architectural services re: Renovation Design Works within Fort Frances Civic Centre.	57 - 62
8.	<u>New Items:</u>	
8.1	Request from S. Hamilton re: Support for Increased Border Control Measures - Council to discuss and decide whether letter of support will be sent.	63 - 65
9.	<u>Information Correspondence:</u>	
9.1	Inspection Notice received September 14, 2020 from MNRF re: Slash Pile Burning - Boundary Waters Forest	66
9.2	Letter dated September 15, 2020 from Loyalist Township re: Include Ferries as part of Transit Systems	67 - 68
9.3	Letter dated September 16, 2020 from Wollaston Township re: Request Elections Act amendments	69 - 70
9.4	Resolution from Municipality of Tweed re: Legalizing Cannabis	71 - 72
10.	<u>Minutes:</u>	
10.1	Administration and Finance Executive Committee dated September 8, 2020	73 - 74
10.2	Community Services Executive Committee dated September 8, 2020	75

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10.3 Fort Frances Municipal Non-Profit Housing Corporation dated June 18, 2020 and July 16, 2020	76 - 79
10.4 Operations & Facilities Executive Committee dated August 5, 2020 and September 9, 2020	80 - 83
10.5 Committee of Adjustment dated June 24, 2020, July 14, 2020 and August 12, 2020	84 - 89
11. <u>Non-agenda Items</u>	
12. <u>IN-CAMERA</u>	
12.1 Personal matters about an Identifiable Individual, including municipal or local board employees: Appointments to Local Boards	
12.2 A proposed or pending acquisition or disposition of land by the municipality or local board: Portage Avenue Property	
13. <u>Public Session Resumes</u>	
Any resolutions considered by Council as a result of the In-camera session can be obtained from the Clerk's Office following the meeting.	
14. <u>ADJOURNMENT</u>	
15. <u>* Previously distributed to Council</u>	
16. <u>** Items can be viewed by contacting the Clerk</u>	



Town of Fort Frances Shevlin Wood Yard Redevelopment and Gateway to Fort Frances Revitalization

Second Presentation to Council September 28, 2020

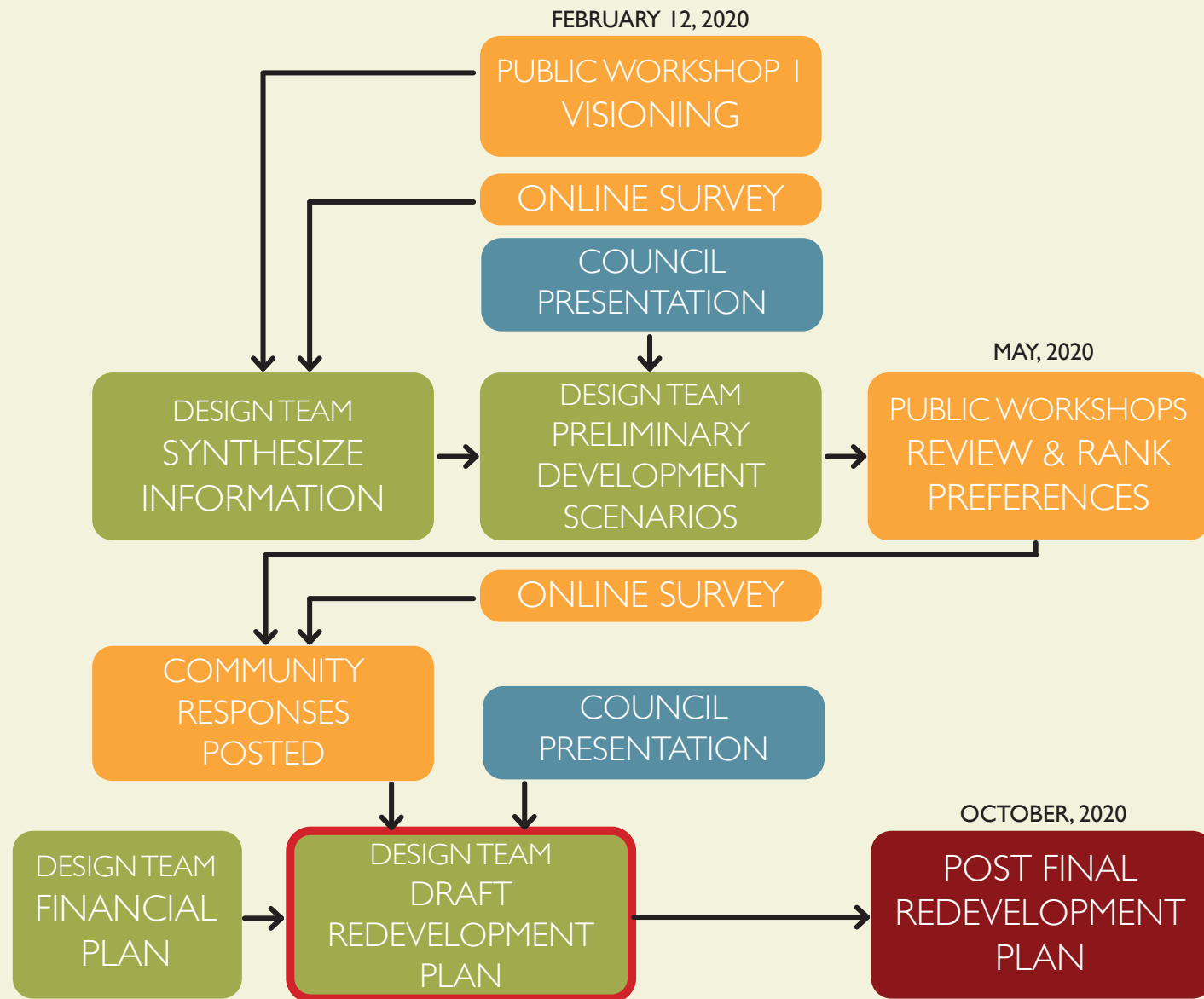
Project Overview



Project Overview

Major Goals

- serve local and tourist markets
- improve quality of life
- add to municipal tax base
- foster and support the right kind of development
- fit with local culture and townscape



Community Report: August 2020

Fort Frances Shevlin Wood Yard &
Gateway to Rainy Lake Square
Redevelopment Plan

Survey: Key Findings Shevlin Wood Yard

Survey participants were given the opportunity to provide comments about their support and concerns.

What We Heard

The top themes that emerged from the webinar questions and survey comments were related to tourist attractions housing, traffic and greenspace.

1

Tourist
Attractions

59 comments received
Respondents noted there was a lack of year-round attractions to draw and keep tourists interested in staying. Some noted a hotel and conference centre were not considered a tourist draw and are not needed. Respondents supported the addition of a brew pub and local restaurants for tourists and residents alike.

3

Traffic

28 comments received
Concerns were expressed about the routing and re-routing of heavy commercial truck traffic and potential confusion of the one-way streets and the roundabout shown in option 2. Additionally there was concern about the ease of recreational truck and boat trailer traffic and parking, especially during special events.

2

Housing

41 comments received
Survey participants expressed concern over the housing styles in both options, commenting that there was a lack of single-family dwelling options. Participants were also concerned about the affordability of the housing options presented. Some respondents felt that additional housing is not necessary and particularly on this site that should be utilized for greater community and visitor use.

4

Greenspace

20 comments received
Many participants expressed a strong desire for a dog park for both option 1 and 2. Participants voiced that they preferred the amount of greenspace present in option 2 over option 1.

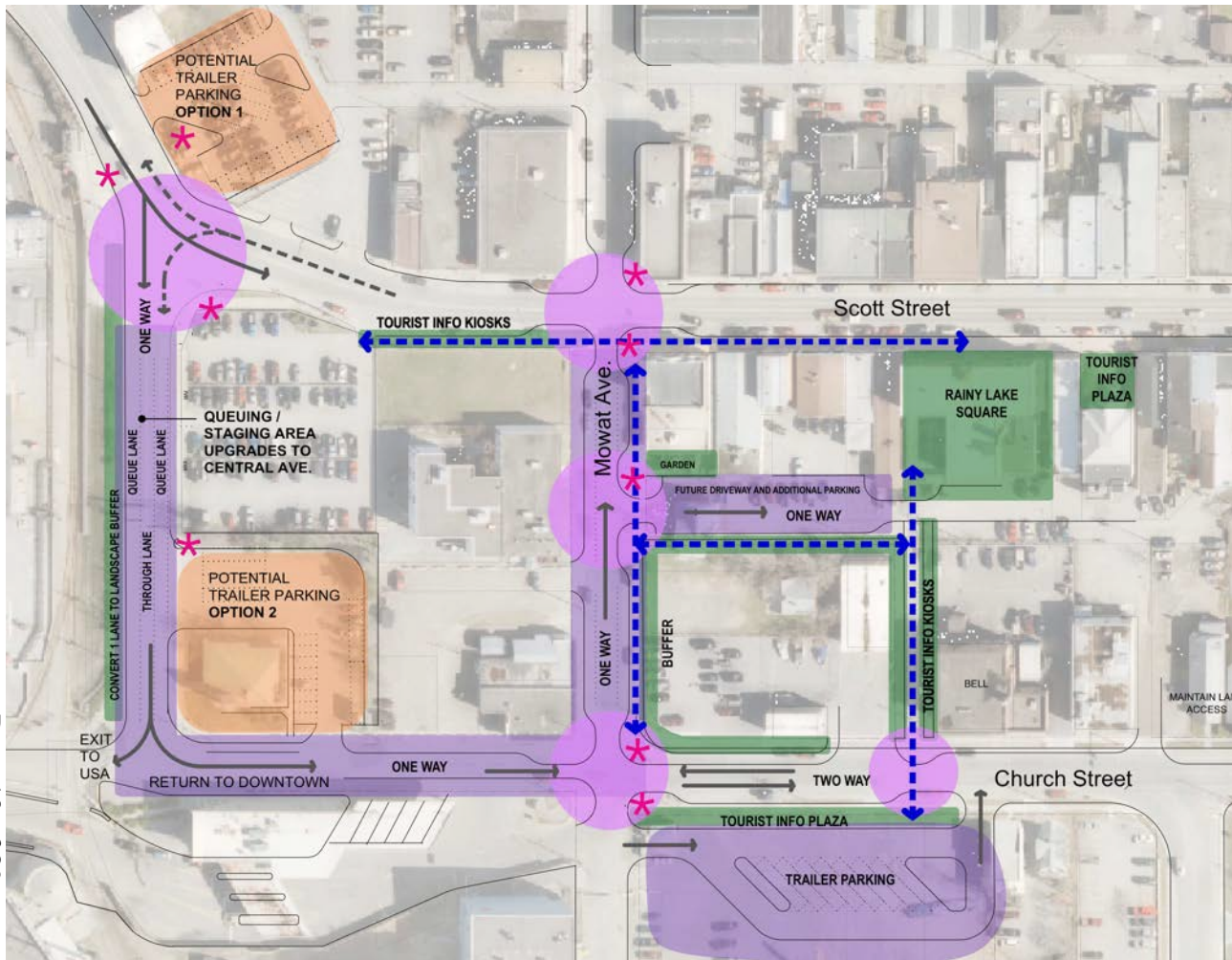
"I like the fact that this layout has the proposed housing grouped together and the commercial and activity areas separate."

"I like the thought to combine the marina with the Brewery so as to keep tourists and to inform them of other opportunities in Town."

"Another soccer field or basketball area is not needed! We have enough of those all over. A dog park would be excellent. We already have soccer fields and basketball courts all in one place! A dog park would be a huge asset for a small town."

I • Gateway to Fort Frances

Gateway to Fort Frances – Original Concept



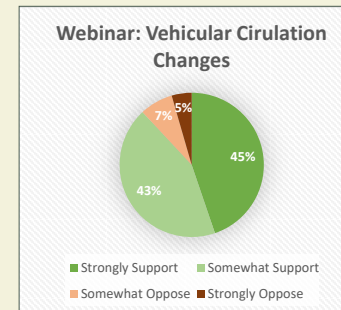
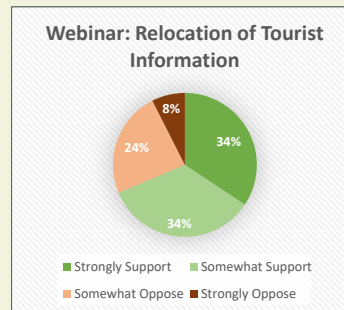
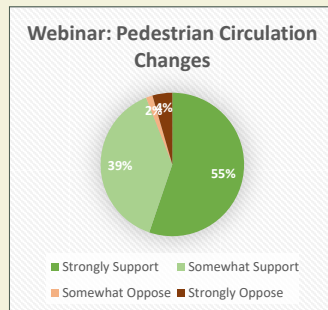
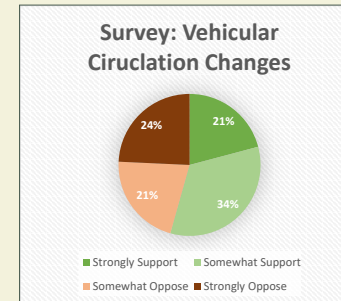
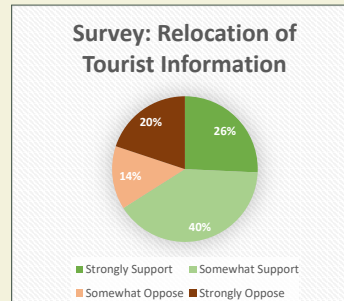
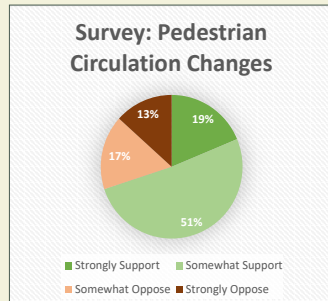
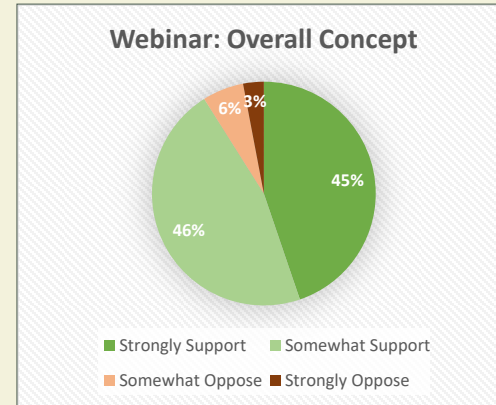
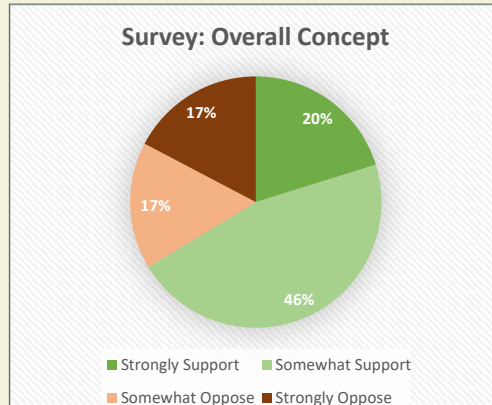
LEGEND

-  Intersection Improvements
-  Wayfinding information
-  Enhanced pedestrian route
-  Revised traffic flow
-  Parking/ roadway revisions
-  Streetscape/ open space revisions

0 10 30 60m



Gateway to Fort Frances - What We Heard



Gateway to Fort Frances - What We Heard

Questions and concerns centred on four items:

1

Traffic

Respondents noted concern about proposed one-way streets and overall flow of traffic. Top concerns were heavy truck traffic, traffic at the US border, confusion about one-way streets, recreational vehicle traffic, circulation and parking

2

Tourist
Information

Survey respondents noted concerns about the proposed change to the location of tourist information. Many comments suggested moving the tourist information away from the border may create confusion and more difficult in accessing tourism services.

3

Tourist Attractions

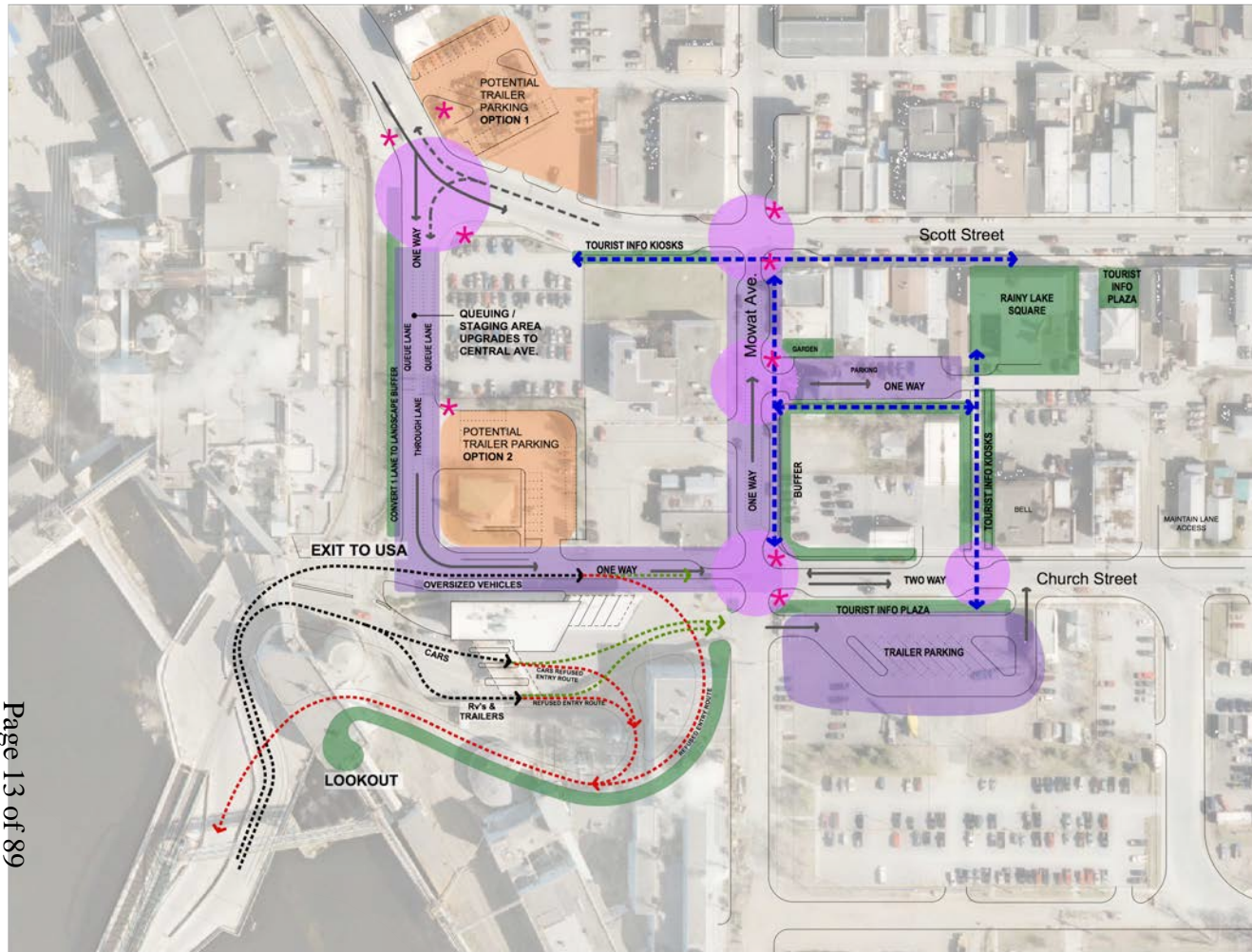
Respondents noted concerns that there were not adequate tourist attractions or amenities to entice visitors to stay. Family attractions such as a water park was a top request for increasing visitors

4

Finances

Some respondents expressed concern over the financial aspects of the design. Many comments mentioned concern for how COVID-19 will affect the tourism industry and in turn how development and improvements will be financed.

Gateway to Fort Frances – Revised Concept



LEGEND

-  Intersection Improvements
-  Wayfinding information
-  Enhanced pedestrian route
-  Revised traffic flow
-  Parking/ roadway revisions
-  Streetscape/ open space revisions

0 10 30 60m



2. Shevlin Wood Yard Redevelopment



MARINA

- 1 Existing road and parking (temp. event tent)
- 2 New pull through truck & trailer (±30 stalls)
- 3 Marina displays
- 4 Expand marina - larger slips
- 5 Overflow parking

COMMERCIAL

- 6 Brew pub with patio
- 7 Conference facilities with patio
- 8 60 room conference hotel
- 9 Parking
- 10 Condo / AirBnB hotel
- 11 Future waterfront commercial development site

RESIDENTIAL

- 11 Townhomes (compatible with single family dwellings)
- 12 Garden apartments (±32 units - 2 storey)
- 13 Apartment building (4 storey)
- 14 Apartments (3 storey)
- 15 Future 2 storey garden apartments/ townhomes

OPEN SPACE

- 16 Linear park trail, trees, and stormwater bioswale
- 17 Crosswalk to Rec Centre
- 18 Community park space: playground, spraypark, garden

Webinar Option 1



MARINA

- 1 Existing road and parking (temp. event tent)
- 2 New pull through truck & trailer (±30 stalls)
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COMMERCIAL

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RESIDENTIAL

- 10 Townhomes (compatible with single family dwellings)
- 11 Garden apartments (±32 units - 2 storey)
- 12 Apartment building (4 storey)
- 13 Apartments (3 storey)
- 14 Future 2 storey garden apartments/ townhomes (Garden plots in interim)

OPEN SPACE

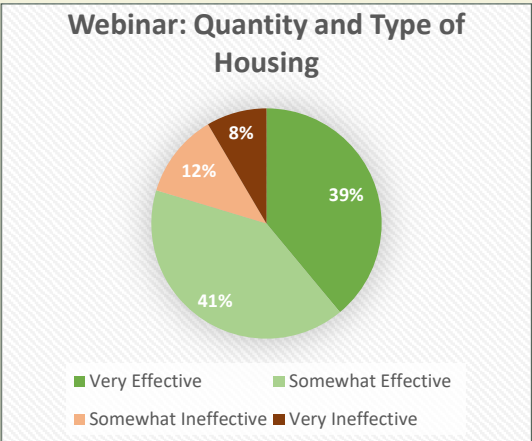
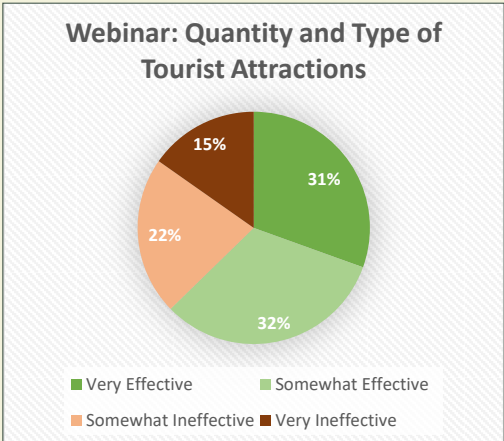
- 15 Linear park trail, trees, and stormwater bioswale
- 16 Crosswalk to Rec Centre
- 17 Pedestrian/ bicycle linkage to Downtown & Gateway
- 18 Community park space: playground, spraypark
- 19 Community garden plots
- 20 Neighbourhood play field

Webinar Option 2

Shevlin Wood Yard Redevelopment - What We Heard



Option 1



Option 2

Shevlin Wood Yard Redevelopment - What We Heard

1

Tourist Attractions

59 comments received

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Shevlin Wood Yard Redevelopment - What We Heard

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Housing

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Survey participants expressed concern over the housing styles in both options, commenting that there was a lack of single-family dwelling options. Participants were also concerned about the affordability of the housing options presented. Some respondents felt that additional housing is not necessary and particularly on this site that should be utilized for greater community and visitor use.

Shevlin Wood Yard Redevelopment - What We Heard

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Traffic

28 comments received

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Additionally there was concern about the ease of recreational truck and boat trailer traffic and parking, especially during special events.

Shevlin Wood Yard Redevelopment - What We Heard

4

Greenspace

20 comments received

Many participants expressed a strong desire for a dog park for both option 1 and 2. Participants voiced that they preferred the amount of greenspace present in option 2 over option 1.

Shevlin Wood Yard – Preferred Plan



Shevlin Wood Yard – Parcels and Open Space



Shevlin Wood Yard – Preferred Option



Shevlin Wood Yard – Adventure Tourism Attractions



Shevlin Wood Yard – Business Case to Date

Market Conditions:

- relatively few housing starts over last 20 yrs. and aging population present an opportunity for alternate housing types.
- projected absorption rate tied to density and quantity of homes

Development Characteristics:

- the range of housing proposed matches planning, target market and financial considerations: small lot sizes, shared services, grade level entry, smaller floor plans.

Financing

- affordable housing components may be eligible for CMHC financing, with interest rates at 2% and loan to cost of 95%

Next Steps

Obtain Council Input/Direction

Finalize Redevelopment Plans and Business Case

Servicing Options

Business Plan Refinement

Cost Estimate and Implementation Plan

Share with Public

Online Posting

Optional Storefront Exhibit

Questions?



Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

Background

The Town of Fort Frances is in the process of developing two unique plans: a land use plan for the redevelopment of the former Shevlin Wood Yard site and a conceptual design for a new compelling gateway at the international border to help draw visitors to Rainy Lake Square, downtown, and other attractions.

This initiative has been prompted by the need to identify opportunities for development that engage and reflect community aspirations as well as maximize economic opportunities for the sites. In doing so, the plans will help guide and direct future investments and implementation that support community well-being and economic prosperity.

A public engagement and communication strategy was developed to support this project. One of the engagement goals is to hear from residents, businesses and organizations to gain a better understanding of the community's values and priorities for renewal and investment.

A Visioning Session was held with key stakeholders with representatives from organizations in health, education, social services, seniors, tourism, business, local governments, and the public. To gain broader public input, an on-line survey was developed that followed closely the topics and questioning presented at the Visioning Session. Over a course of three weeks nearly 700 respondents shared their ideas and priorities for each site. This is a remarkable response rate and a big thank you is extended to all who took time to participate and contribute over 1,400 unique comments. Input from both of these activities will help shape the preliminary design concepts and land uses that will be shared with the public in the next phase of the project.



Photo: Fort Frances Times

Engagement Activities

Date	Activity	Details
February 12, 2020 6:30 – 8:30 PM La Place Rendez-Vous	Public Visioning Session	Approximately 50 attendees
February 26 – March 16, 2020	Public Survey	698 respondents

Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

Survey: Key Findings Community Needs

Survey participants were asked about what in general is lacking or missing in Fort Frances that they think the community needs. Responses were cross-referenced against age demographics to identify trends. Generally, participants below 45 years of age (56% of respondents) identified more entertainment and recreation needs along with tourism and small retail/restaurant businesses, while those greater than 45 years of age (44% of respondents) identified a variety of housing needs, tourist amenities, and medical needs as top priorities.

In general, what does Fort Frances need?

Respondents were asked to select their top five community needs.

Splash Pad

39% of respondents said one of their top community needs was a splash pad

“ Fort Frances would benefit from a place for tourists passing through to stop and enjoy... giving tourists a greater incentive to stop and spend more time in our beautiful town. ”

Amusement Facilities

37% of respondents said one of their top community needs was additional amusement facilities

Tourist Amenities

35% of respondents said one of their top community needs was additional tourist amenities

Affordable Rental Housing

30% of respondents said one of their top community needs was affordable rental housing

Seniors' Assisted Housing

33% of respondents said one of their top community needs was additional seniors' assisted housing



Photo: Fort Frances Times

Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

Survey: Key Findings Gateway to Rainy Lake Square

Survey participants were asked about the impressions for travellers entering Fort Frances from the United States and ideas for improvements.

Top Opportunities for Fort Frances Gateway

Survey respondents were asked to select their top 3 opportunities to make the Gateway experience into and out of Fort Frances more inviting and helpful for visitors

1

Promotion
of tourist
attractions
and
amenities

2

Clearer
wayfinding

3

Welcoming
signage and
branding

Opportunities for Fort Frances Gateway

Survey respondents were asked if they had any ideas to improve the Gateway to Market Square.

“ Need to provide the basics – washrooms, parking, but also need to be inviting and attractive. What can Fort Frances offer to make them want to stop and stay? ”

“ More greenery, local art, and signage can really add to the aesthetic and give a more meaningful first impression. ”

Current Perceptions for Fort Frances Gateway

Survey respondents were asked what impressions they thought travellers entering Fort Frances from the United States have about the Gateway as it is.

There is a strong indication (80% of respondents) that the impression is uninviting. To expand on this, participants were asked to identify from a list and in open comments, some of the best opportunities to make the entire Gateway experience into and out of Fort Frances more pleasant and helpful for visitors.

Many respondents commented that the biggest influence is the mill site, which sets a particular tone for visitors entering town. However, beyond the mill site, other ways to create a better introduction to Fort Frances and what it has to offer included the promotion of tourist attractions and amenities, beautification improvements such as street trees, greenspace, infrastructure improvements to increase parking, vehicle and pedestrian circulation, and visitor comfort and safety.

Community Report

Fort Frances Shevlin Wood Yard &
Gateway to Rainy Lake Square
Redevelopment Plan

Survey: Key Findings Shevlin Wood Yard

To ensure community values are reflected in this planning, participants were asked about what were some of their top objectives in developing the former Shevlin Wood Yard site as well as the types of land uses they thought to be most suitable.

Top Land Uses for Shevlin Woodyard

Respondents were asked to identify their top 3 most suitable types of land uses for the Shevlin Wood Yard site

1

Tourism

2

Green
Space

3

Residential/
Recreational

Top Social Objectives

Respondents were asked to identify their top 3 most important social objectives to consider in the redevelopment of the Shevlin Wood Yard site.

1

Features that
inspire activity
for all ages

2

Inclusive
facilities

3

Features for
both tourists and
local residents

Top Environmental Objectives

Respondents were asked to identify their top 3 most important environmental objectives to consider in the redevelopment of the Shevlin Wood Yard site.

1

Design for
comfort

2

Opportunities for
beautiful views

3

Natural spaces
for biodiversity
and habitat

Top Economic Objectives

Respondents were asked to identify their top 3 most important economic objectives to consider in the redevelopment of the Shevlin Wood Yard site.

1

Attracting
investment

2

Flexible &
adaptable
infrastructure

3

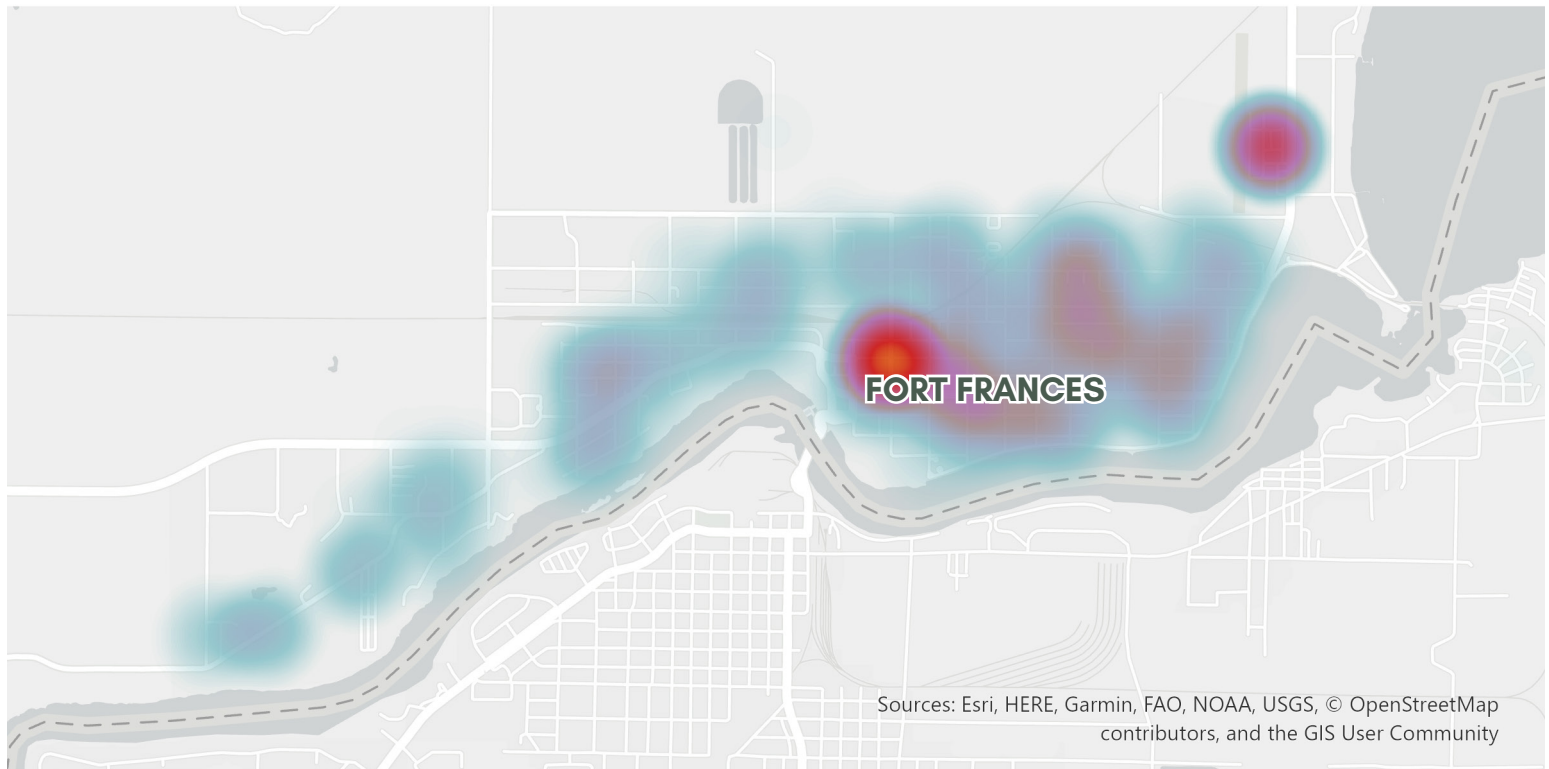
Engaging
partnerships
with
community
groups

Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

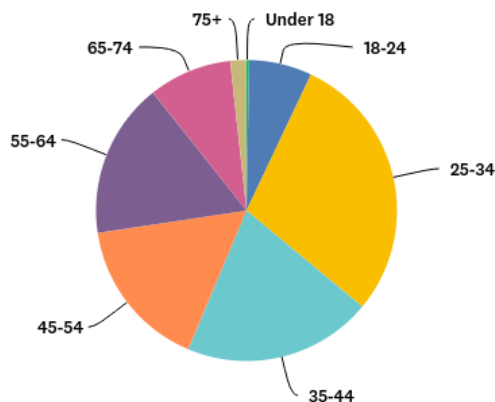
Survey Respondents by area

Survey respondents were mapped according to postal codes. Darkest areas represent largest number of survey participants. 54 of 683 survey respondents live in the P9A 3M3 postal code area and are attributed to one postal service location indicated by the dark circle at the top right corner of the map.

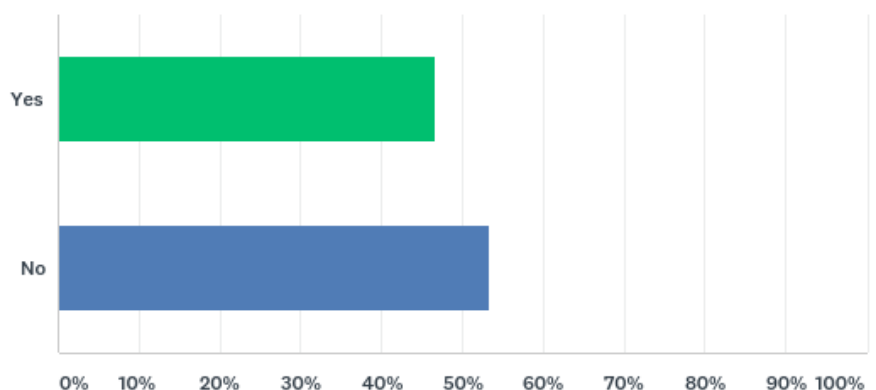


Demographics of respondents

Which category best describes your age?



Do you have children at home – or regularly care for children – who are younger than 18 years?



Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

Visioning Session: Key Findings

Stakeholders were asked what would be some indicators of success of a revitalized gateway experience into Fort Frances. Responses included a range of improvements for both tourists and residents such as:

A Visioning Session offered the opportunity for representatives from community stakeholder groups to share their values and vision for a renewed gateway to Fort Frances and a redeveloped waterfront at the Shevlin Wood Yard site. Participants at the Visioning Session provided input by identifying gaps and needs within the community and discussed how the two redevelopment plans can be an agent for economic development and broader community well-being. The format of the Visioning Session was an introductory presentation on the project sites followed by a series of focused table conversations and mapping of opportunities and challenges.

- Improved visitor information and guidance for where to eat & shop
- Attractive and welcoming signage
- Greenspace with trees
- Opportunities for sustainable ways to move around town
- Improved parking especially for larger vehicles with trailers
- A memorable landmark or attraction
- Great events to attract and retain people for more than a day
- Year round vibrancy with pedestrians and street life
- Great technology that assist 'smart' cities for living better while respecting our environment
- Ensure the exit experience at the international border is as good as the entrance experience

Participants were also asked about what would be some indicators of a successful development for the former Shevlin Wood Yard site. Greater emphases on community needs were expressed for this site, mixed with attractions to be enjoyed by both residents and tourists.

- Pathways and pedestrian access to the library and other Town amenities
- Family focus development to draw in families to live here
- Recreation offerings such as a water play pad or modern indoor multi-use facility
- Housing of a mixed income and tenure
- A lifestyle community such as small homes with focus on sustainable living
- Assisted living that offers a full spectrum of living options
- Year-round family attraction with things to do
- Businesses that cater to boaters, marina, boat rentals and tours
- Restaurants, hotel, brewery, and casino
- Economic development with employment opportunities and expanded tax base
- Central attraction and gathering event place for the community and tourists
- A place to celebrate culture and heritage such as logging industry and the river

"We need a place to gather in Canada after using the river/lake for boating/fishing/snowmobiling that is close and convenient . . . without having to go downtown and fight for parking space . . . casual and comfortable bars and restaurants"



Community Report

Fort Frances Shevlin Wood Yard & Gateway to Rainy Lake Square Redevelopment Plan

Next Steps...

At the time of this report writing, the Town of Fort Frances and consultant team are investigating contingency options to provide opportunities for continued stakeholder and public engagement during the COVID-19 pandemic. While in-person events may not be possible in the near future we encourage you to please check the Town website and Facebook regularly and sign up to receive project updates.

Questions or Comments? Contact:

Cody Vangel
Town of Fort Frances
cvangele@fortfrances.ca
807-274-5323

fortfrances.ca



Photo: Fort Frances Times

NOTICE OF PUBLIC MEETING

Zoning By-Law Amendment

TAKE NOTICE that Council will hold a Public Meeting on Monday September 28, 2020 for the purposes of providing information to the public on proposed amendments to the Zoning By-law relative to an application received from **Ian McKay (RefleXion Studio)**.

An application has been submitted to amend Zoning By-law #03/14 (File B4-2020) from **Ian McKay (RefleXion Studio)** for 840 Sixth Street West requesting to add a site-specific permitted use of a recreation or fitness establishment. A key map of the subject land is located below.

The Town of Fort Frances will hold a public meeting to provide interested parties the opportunity to make comments, identify issues, and provide additional information relative to the proposed amendment. Any person may attend the public meeting and/or make written or verbal representation either in support of or in opposition to the proposal. The public meeting will be held:

Meeting Date: Monday September 28, 2020

Meeting Time: 5:30 p.m. or as soon thereafter as can be accommodated

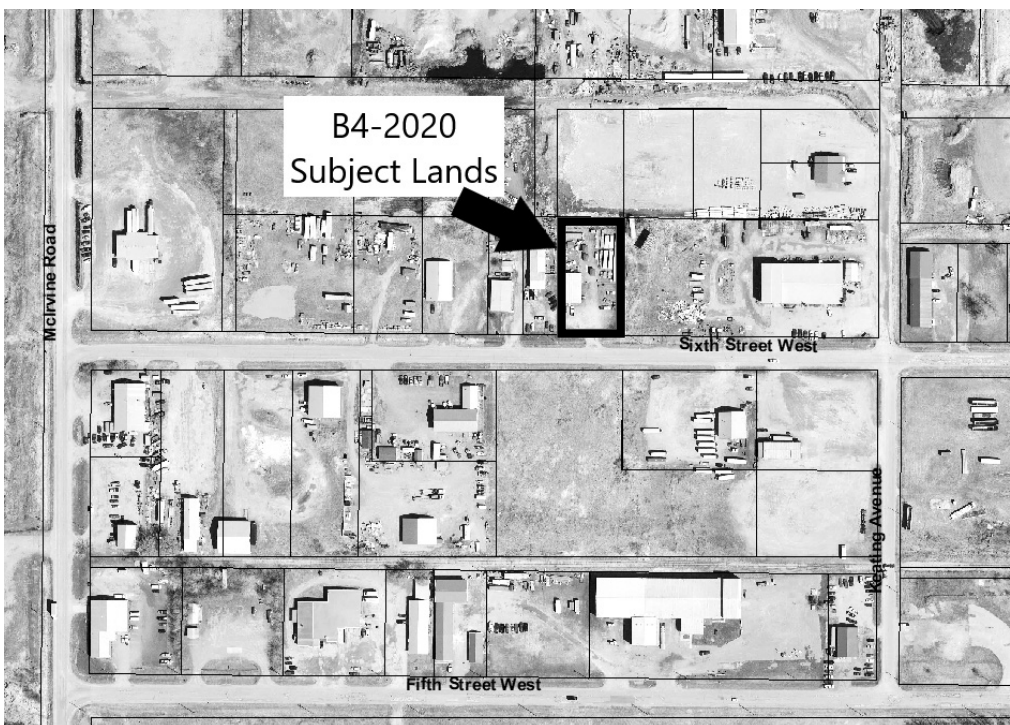
Due to gathering restrictions in place surrounding the COVID-19 pandemic this public meeting will be held via teleconference. A digital link will be available at the top of the Committee of The Whole meeting agenda for September 28, 2020. Participants wishing to join via telephone can do so by calling 1-807-701-5975 and entering Conference ID 957 553 966#.

Individuals making an oral submission at the Public Meeting are requested to submit a written outline to the Town Clerk.

If you wish to be notified of subsequent meetings or the adoption of the proposed Zoning By-law or Official Plan Amendment, or of the refusal of a request to amend the Zoning By-law or Official Plan, you must make a written request to the Clerk's Office, 320 Portage Avenue, Fort Frances, ON P9A 3P9.

Additional information relating to the proposal is available through various sources between 8:00 a.m. and 4:00 p.m. by contacting the Municipal Planners Office at 807-274-5323 or by email at cvangel@fortfrances.ca.

KEY MAP



Appeals:

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed the person or public body is not entitled to appeal the decision of the Town of Fort Frances Council to the Local Planning Appeal Tribunal (LPAT).

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the Town of Fort Frances before the by-law is passed the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal (LPAT) unless, in the opinion of the Board, there are reasonable grounds to do so.

Date of Notice: August 27, 2020

Cody Vangel, CBO/Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

From: message@maddmessage.ca
To: [Lisa Slomke](#)
Subject: [External] MADD Message
Date: Thursday, September 10, 2020 2:10:51 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Lisa

Thanks for taking a moment on Thursday... sorry again for the confusion regarding the emailed appeal sent last week. We are asking that Town of Fort Frances consider supportive representation in the MADD Message Yearbook, the publication designed to raise awareness and funds for the many programs MADD Canada provides, including powerful educational seminars in schools for new, young drivers. The publication is made available to the public free of charge in high traffic locations, recognizing that there is value in reaching the community with messaging focused on reducing the impact of impaired driving. For additional information and to see a recent publication, please visit our website, www.maddmessage.ca . For additional information, to see our rates, and to see a recent e-copy, please visit our website, www.maddmessage.ca . Placing an ad in the publication demonstrates support for stopping impaired driving while publicly promoting commitment to the cause. Without the involvement of communities this important publication would not be possible. Response by reply email or by calling 1-866-767-1736 would be very appreciated... we hope to count on your supportive participation in our upcoming edition.

Yours Truly,
Ken Campbell
T: (866) 767-1736
E: message@maddmessage.ca
W: www.maddmessage.ca

Gord Galbraith
633 Riverview Dr.
Fort Frances, ON

Sep. 18, 20

Dear Ms. Lisa Slomke:

On behalf of the Calder Family, I am sending you this letter as a request for permission to install a resting bench at the Calder Memorial on Calder Drive at the point park. All costs to purchase and install the bench will be covered by the Calder Family. If you require further information, you may reach me at 807-275-9527. Thank you for your consideration in this request.

Best regards,

A handwritten signature in blue ink, reading "Gord Galbraith". The signature is written in a cursive style with a large, stylized "G" and "A".



September 23, 2020

Dear Mayor & Council,

I am writing on behalf of the Fort Frances Minor Hockey Association with concerns stemming from the discussion and subsequent recommendation rendered at the Community Services Executive Committee (CSEC) meeting on September 21, 2020.

I would first like to acknowledge that the FFMHA recognizes and sympathises with the very difficult position that COVID-19 has imposed on services & operations of the Town in various aspects.

The item of greatest concern is that a majority of members of CSEC thought it was reasonable to increase ice user fees 50% without a clear understanding of how much may be required to cover a potential budget shortfall or if there will even be a shortfall at all. Many can attest that there have been heated debates on whether Council should increase Town user fees 2% vs 3%, so it was astounding to witness that an additional 50% was approved for an unsubstantiated deficit.

On the attached spreadsheet, please see the year to date financials (to Aug. 31st) as provided to the Administration & Finance Executive Committee for the September 22, 2020 meeting. It highlights the following:

1. The Recreation Facilities budget that includes the Memorial Sports Centre had used 42.8% (\$415,437) of the budget (\$970,938) after 66.7% of the year, or 57.2% (\$555,500) remaining in the budget for only 33% of the year remaining.
2. The Total Community Services budget is also looking quite favorable after 66.7% of the year with only 47.6% (\$1,023,906) utilized (of \$2,152,888).
3. The Community Services budget year to date (Aug. 31st) in 2019 was \$ 1,139,027 and in 2020 is \$1,023,906, that is \$115,120 lower in 2020 with an additional \$118,321 in the 2020 budget. This equates to a \$233,442 buffer from 2019 to 2020 at Aug. 31st.
4. On the surface the Town's overall budget looks quite encouraging with a current surplus of over \$7 million and only 4 months remaining, excluding any tax receivables.
5. The CSEC question two weeks ago on the status of the \$463,100 COVID relief money still remained a mystery at the meeting this week.

Despite the promising financial outlook for the Town in this extremely unpredictable & peculiar year, it is truly concerning that the CSEC and administration acknowledged that they didn't know what the financial impact of the additional cleaning requirements would be and yet rendered a recommendation to substantially increase ice user fees. This seems like an unjustifiable decision that approaches irresponsible taxation to citizens.

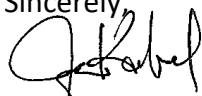
The FFMHA understands that we have a responsibility and obligation to ensure that our participants have a safe environment to enjoy recreation and we are willing to increase user fees if absolutely required. We will not do so without credible evidence that it is necessary.

The FFMHA humbly submits the following for Council consideration.

Be it resolved that Council approval will:

1. Support the commencement of the ice season (Oct. 5, 2020) with the current ice user fee in place that will be re-evaluated with all other user fees (typically November ~ 5-6 weeks) for implementation on January 1, 2021.
2. Authorize installation of the 2nd ice surface by MSC staff as ice demand dictates.
3. Endorse the application of the provincial document 'Framework for Reopening Ontario' at the Memorial Sports Centre, currently at Stage 3. The MSC operations will be fluid with the changes that the province adopts for community safety. The document encompasses 14 safety strategies including:
 - Maintaining physical distancing of at least two metres from people outside of your household
 - Wearing a face covering at all times except for on-ice
 - Frequent hand sanitizing
 - Limiting spectator seating to a maximum of 50 people
 - Cleaning frequently touched surfaces more often

Sincerely,



Jason Kabel
FFMHA President

	2019 OPERATING FORECAST	Actual to August 31, 2019	2020 OPERATING FORECAST	Actual to August 31, 2020	2020 Budget vs. Actual Variance	% YTD 8 of 12 months or 66.7%	Notes
COMMUNITY SERVICES:							
Sister Betty Kennedy Centre	54,132	24,579.48	36,018	35,137.41	(881)	97.6%	Ministry Funding still pending?
Children's Day Care	18,070	(29,377.05)	7,569	5,733.13	(1,836)	75.7%	
Best Start Hub	-	(49,270.15)	-	(740.08)	(740)	-	
Day Care Special Needs Resource	-	(29,967.68)	-	(3,001.15)	(3,001)	-	
Handi Transit Services	105,049	112,549.04	107,150	39,178.48	(67,972)	36.6%	
Townshend Theatre	-	(8,434.36)	-	826.28	826	-	
Recreation Facilities	822,077	456,151.68	970,938	415,437.54	(555,500)	42.8%	Less than 50% of the annual budget after 66.7% of the year
Recreation Programs	154,502	49,727.70	117,187	124,572.84	7,386	106.3%	No summer program revenue
Community Services	141,996	74,721.37	114,000	3,334.82	(110,665)	2.9%	Seems to be a coding issue here
Sunny Cove Camp	29,765	18,231.80	38,583	20,720.19	(17,863)	53.7%	Very little to come from SC budget for the year
Public Library	497,448	369,827.44	521,546	297,025.51	(224,520)	57.0%	Looking good
Library Co-op	-	(5,256.67)	-	-	0	-	
Museum	172,825	127,839.41	210,407	92,110.60	(118,296)	43.8%	Well under budget
Waterfront (Sorting Gap)	38,703	27,704.91	29,490	(6,429.81)	(35,920)	-21.8%	Made a profit
Total Community Services	2,034,567	1,139,026.92	2,152,888	1,023,906	(1,128,982)	47.6%	Less than 50% of the annual budget after 66.7% of the year
TOWN							
SUBTOTAL	0	(6,619,867.40)	-	(7,004,958)	(7,004,958)		On the surface the Town's budget looks quite favorable for 2020 (\$7 million with 4 months remaining excluding more tax receivables)

Year to date comparison 2019 vs 2020

	2019	2020	Variance 2020-2019
Budget	2,034,567	2,152,888	\$118,321
Year to date AUG 31	1,139,027	1,023,906	-\$115,121
Total	<u>\$895,540</u>	<u>\$1,128,982</u>	<u>\$233,442</u>

**\$233,442 more in the 2020 budget at Aug. 31st than in 2019
Does the Town actually need to increase user fees?**



Fort Frances Girls Women's Hockey Association



September 24, 2020

Dear Mayor and Council,

Please accept this letter as a follow up to the Community Services Executive Committee (CSEC) meeting this past Monday, September 21, where the ice-in plan for the Memorial Sports Centre (MSC) was debated at length.

Fort Frances Girls and Women's Hockey Association (FFGWHA) acknowledges the difficult position that the Covid-19 Pandemic has put the Town of Fort Frances in, trying to balance the health and safety of its citizens with the wants and needs of the community, with respect to services offered.

The town is faced with several challenges. Three of the key challenges with respect to the Memorial Sports Centre are: (1) a loss of revenue; (2) an increase in facility expenses (predominantly related to health & safety and cleaning) due to new regulations put forward by the Government of Ontario and the Northwestern Health Unit; and (3) equal treatment of the various user groups using the MSC.

1. Lost Revenue

With respect to loss of revenue, there are two main sources of loss: (1) user groups not able to run their programs due to Covid-19 and (2) user groups not being allowed to host games and tournaments this winter. This loss of revenue streams ultimately results in unused ice being available this winter. However, the current ice-in plan requires user groups to rent ice in 1.5 hour time blocks for 50 minutes of ice time. So, effectively, the user groups that do want to rent the same number of 50 minute ice blocks as we had last winter are being asked to rent the unused blocks, thereby making up for the loss of revenue. We believe that this cost is being unfairly burdened upon the user groups that do wish to rent ice at the MSC. To be clear, if MSC reverted back to 1 hour time slots, there would be approximately 20 hours of unused ice per week from user groups not running programs this winter. This lost revenue disappears when you spread the remaining user groups over 1.5 hour time slots and results in an increase in revenue for the town and an undue hardship on the remaining 2020 user groups.

2. Increased Facility Expenses

With respect to an increase in facility expenses, FFGWHA is not opposed to an increase in fees or a surcharge of some sort related to the increase in facility expenses due to Covid-19. We acknowledge that the town is incurring costs, such as increased, unbudgeted staff and these costs should be incurred by all users of the MSC.

Finally, with respect to the equal treatment of user groups, below is a summary of each user group (compiled based on information received from them), the cost impact that they are feeling and the service impact that they are feeling.

User Group - Ice Users

Cost Impact - 50% ice cost increase. 50 minutes of ice allocated using 1.5 hour timeblocks.

Service Impact - reduction in available weeknight ice from 10 slots to 6 slots (from 5pm to 10pm) and reduction in available weekend ice from 28 slots to 18 slots.

User Group - Fitness Memberships (Gym, Pool, Squash Courts, etc.)

Cost Impact - No cost increase for 2020

Service Impact - must book appointments to use the facility; reduced availability of facility. No longer able to just show up and use the gym for whatever time period you wish for.

User Group - Cyclone Swim Club

Cost Impact - 25% cost increase in pool costs. Pay for 1/2 hour of pool time per 2 hour block.

The swim club has also been granted permission to have their coaches clean and are burdened with paying their coaches, as opposed to the Town, for cleaning. Ice users asked and were advised that user groups would not be able to undertake cleaning at the MSC due to liability and ensuring the cleaning is completed, as required, per Ontario's regulations.

Service Impact - Swim club is able to maintain their historical pool usage.

User Group - Rainy Lake Gymnastics Academy

Cost Impact - \$50-\$75 cleaning fee per session. Based on 17.5 hours per week and 6 sessions per week, this equals a cost increase of 37% - 56%. Specialized cleaning agents are required for the gymnastics equipment. Cleaning fee not yet firm.

Service Impact - Unknown

User Group - Walking Track Users

Cost Impact - None (there is no fee to use the walking track at 52 Canadian Arena)

Service Impact - Loss of ability to walk indoors in a controlled environment.

User Group - Air Cadets

Cost Impact - Unknown / No Response

Service Impact - Unknown / No Response

We are assuming that the air cadets would be subject to a similar cleaning fee as the Rainy Lake Gymnastics Academy as they rent the same space.

There appears to be a fair bit of variation with respect to the cost and service impacts that each user group is being subjected to and we feel that this should be re-evaluated to ensure all users are being treated equally.

At the CSEC meeting on Monday, the Fort Frances Minor Hockey Association suggested that the Town might want to consider only putting in one ice-surface for the start of the season. FFGWHA is not opposed to this and there might be some merits to it: (1) It will allow the town to cautiously move forward with the further re-opening of the MSC and (2) traffic patterns may be adjusted to allow for multiple intake and departure areas that will allow the Town to revert to 1 hour time slots for 50 minutes of on-ice time. Let's find a way to minimize the impact on the asset (the ice surface) and use MSC's large supporting building infrastructure to our advantage.

For example, for skaters on at 5pm, they could enter the 52 arena at the 52 arena doors and depart the same. For skaters at 6pm, they could enter the 52 arena through the IFK doors and get to the ice by the muskie locker rooms. Or they could enter 52 at the 52 doors and depart through the IFK doors. Either of these options would allow the intake area to be cleaned while the skaters are on the ice and the ice area can be cleaned while the zamboni is on and the next group can be waiting to go on when the Zamboni is complete. By utilizing only 1 ice surface, almost the same amount of ice is available as using 2 ice surfaces.

In closing, we want to thank everyone for the considerable efforts that are being put forth to help the community have a safe winter. We know that there will be many challenges this winter and that the situation faced by the MSC can change on a moment's notice as a result of a Government of Ontario announcement.

We look forward to continuing to work with the Town and build upon a 25 year relationship and history with the Town of Fort Frances.

With Kind Regards on Behalf of Fort Frances Girls and Women's Hockey Association,

Craig Miller	Aimee Matheson
President	Ice Scheduler

Attachment:

Remarks made to CSEC meeting on September 21, 2020

Good morning Chairman Hallikas and good morning to the members of the Community Services Executive Committee and good morning to everyone else who is on this call:

Thank you for your continued work towards opening the ice surfaces for the community. Having the ice in will provide our youth with a significant morale boost as they are longing for activities that were once taken for granted.

As recent as this weekend with Premier Ford's announcement with respect to unmonitored gatherings, we received a clear message that the pandemic is far from over and we, as citizens, must remain vigilant to help stop the spread of Covid-19.

Fort Frances Girls and Women's Hockey is here to support the town and we will continue to offer our support to the Community Services Division to help with a safe transition to start using the arena facilities.

With that said, in light of Premier Ford's announcement this weekend and recognizing the City of Kenora's decision to not have spectators in their arena to start the season, we support Mr. Bisson's recommendation for a staged start to the season and to start the season without spectators and to revisit that decision following the completion of the first two weeks of the hockey season. FFGWHA would like to offer our support and services to the community services division and work collaboratively with community services to work towards a solution to allow spectators into the arena facilities within the Ontario guidelines and to determine a process that minimize cleaning requirements (without sacrificing safety) on a daily basis.

The ice-in plan has other key points the allocation of ice time blocks, the cost of those time blocks and the impact of these blocks and their costs to the Town.

We have spent time this past weekend working to understand these costs and the impact to not only the town, but to Fort Frances Girls Hockey, based on our understanding of the user groups and our knowledge of scheduling.

The Memorial Sports Centre is faced with both a loss of revenue and increased expenses due to Covid. FFGWHA feels like the facility is trying to regain the revenue from the user groups that are not participating this year by charging the participating users for the ice not being used.

If the time slots were 1 hour, the same as in a typical year and only FFGWHA, FFMHA and BSC were booking ice, there would likely be over \$100,000 in lost revenue this year due the arenas not being used to their full potential. By spreading the time slots out for cleaning, the user groups will take up the spots typically reserved for tournaments and night time hockey games. This is roughly \$50,000 in revenue that would normally be lost if the user groups that are prepared to move forward this winter do not participate.

We fully acknowledge that the town is in a difficult position and that there is overhead to operate a facility such as the MSC and, when it cannot be used to its full potential, there is lost revenue. Please do not offload these costs to the user groups that are trying to offer a service to the kids in the community.

Thank you.

TOWN OF FORT FRANCES
BY-LAW NO. 16/06-G

(A By-Law to repeal by-law 16/06-F)

WHEREAS on August 14th, 2006, Council enacted By-Law No. 16/06 to provide for the management of the Fort Frances potable water system:

AND WHEREAS on April 13th, 2020, Council approved a recommendation from the Administration and Finance Executive Committee to amend By- Law No. 16/06 as to the Notice of disconnection

AND WHEREAS on September 14, 2020, Council approved a recommendation from the Administration and Finance Executive Committee to repeal By-law No. 16/06-F.

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

- 1. Section 3.16- Notice of Disconnection will once again be in force.

This By-Law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 28th day of September 2020.

J. Caul, Mayor

E. Slomke, Clerk

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

BY-LAW No. 03/14 – XXXXX

(Being a By-law to amend By-Law No. 03/14 as amended)

WHEREAS Council (“Council”) of the Municipality has been requested to amend By-Law 03/14, as amended, by removing the “H” symbol (the “Holding Symbol”) used in conjunction with the “R1” zone symbol on or with regard to the lands and premises (the “Property”) legally described as PCL 12043 SEC RAINY RIVER; PT LT 19 RIVER RANGE MCIRVINE PARTS 1 & 2, RR138; FORT FRANCES (PIN 56017-0006).

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

- 1) Subject to and provided that:
 - a) Permission be granted to service one single detached dwelling plus potential associated second dwelling unit; and
 - b) prior to any development in, on, or with respect to, the Property, the registered owner(s) of the Property (the “Owners”) shall have executed an agreement in form and substance satisfactory to the Municipality as to or in respect of existing and future water and septic services (collectively, the “Services”) in, on, and to the Property including, without limitation, provisions confirming responsibility and liability of the Owner(s) for and in respect of the Services whether past, current, or future, and that said agreement be registered on title to the Property; and
 - c) that the above stated agreement include verbiage relating to:
 - i) mandatory connection to municipal water and sewer in the event they are ever extended to the property
 - ii) noise and vibration due to proximity to the railway
 - iii) fire rescue general limitations
 - d) no person shall use or cause to permit the Property to be used, and no person shall erect or use, or cause or permit to be erected or used any building or structure thereon, except in accordance with the provisions paragraphs 1 (a), 1 (b) and 1 (c) of this By-Law

the zoning of the Property shall be and is hereby deemed amended to remove the Holding Symbol.

- 2) This By-Law shall be registered against title to the Property.
- 3) The Mayor and the Clerk of the Municipality shall and are hereby authorized and directed to sign any and all documents and take all action necessary or desirable to carry out the intent of this By-law.

ENACTED and passed this 28th day of September 2020.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 66/15 - A

(Being a by-law to authorize the execution of a renewal lease agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services for space in the Civic Centre)

WHEREAS the Town had entered into an agreement effective June 5, 2001 with Her Majesty the Queen in Right of Ontario as represented by the Chair of Management Board of Cabinet for the lease of space in the Civic Centre for purposes of the Ontario Provincial Police;

AND WHEREAS the lease agreement was renewed for the period June 5, 2006 to May 31, 2011;

AND WHEREAS the lease agreement was further renewed for the period June 1, 2011 to May 31, 2016;

AND WHEREAS on December 15, 2015, Council approved entering into a third lease extension and amending agreement for the said lease of space in the Civic Centre for purposes of the Ontario Provincial Police for the period June 1, 2016 to May 31, 2021;

AND WHEREAS on September 14, 2020, Council approved entering into a Fourth Lease Extension and Amending Agreement for the said lease of space in the Civic Centre for the period December 1, 2020 up to and including May 31, 2021 with further 5 year term extensions available.

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

1. That the agreement with Ontario Infrastructure and Lands Corporation as agent for Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services for the lease of space in the Civic Centre being 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 28th day of September 2020.

J. Caul, Mayor

E. Slomke, Clerk

FOURTH LEASE EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made in duplicate as of December 1, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(the “**Landlord**”)

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

(the “**Tenant**”)

WHEREAS:

- A. By a lease dated June 5, 2001 (the “**Original Lease**”), the Landlord leased to Her Majesty the Queen in right of Ontario as represented by the Chair of the Management Board of Cabinet (the “**Chair**”) the premises more particularly described as the entire ground floor and a portion of the basement, comprising a rentable area of approximately nine thousand, one hundred and ninety-three point nine eight (9,193.98) square feet (the “**Rentable Area of the Premises**”), comprised of seven thousand, two hundred and fifty-five point two eight (7,255.28) square feet on the ground floor and one thousand, nine hundred and thirty-eight point seven (1,938.7) square feet on the basement level, in the building municipally known as 320 Portage Avenue (the “**Building**”), in the Town of Fort Frances, in the Province of Ontario, as more particularly described in Schedule “A” attached thereto and hatched on the plan attached to the Original Lease as Schedule “B” thereto (the “**Premises**”) for a term of five (5) years, commencing on June 5, 2001 and expiring on June 4, 2006 (the “**Original Term**”), in addition to other terms and conditions as set out therein.
- B. By Order in Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties assigned by law to the Chair in respect of the acquisition and disposition of real property, or interests therein, by any means and the holding and management of real property, or interests therein, were assigned to the Minister of Public Infrastructure Renewal (“**MPIR**”).
- C. The Landlord and the MPIR agreed to extend the Original Term by a lease extension and amending agreement dated April 13, 2006 (the “**First Lease Extension and Amending Agreement**”) with an extension term commencing on June 5, 2006 and expiring on May 31, 2011 (the “**First Extension Term**”), in addition to other terms and conditions as set out therein.
- D. Pursuant to the terms of the First Lease Extension and Amending Agreement, the MPIR was entitled to extend the First Extension Term for one (1) additional term of five (5) years.
- E. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“**MEI**”).
- F. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“**MOI**”).
- G. The MOI exercised its right to extend the First Extension Term by a second lease extension and amending agreement (the “**Second Lease Extension and Amending Agreement**”)

with an extension term commencing on June 1, 2011 and expiring on May 31, 2016 (the “**Second Extension Term**”), in addition to other terms and conditions as set out therein.

- H. Pursuant to the terms of the Second Lease Extension and Amending Agreement, the MOI was entitled to extend the Second Extension Term for one (1) additional term of five (5) years.
- I. By Order in Council No. 1617/2008, approved and ordered September 17, 2008, all of the powers and duties assigned by law to the MPIR in respect of infrastructure and any other matters were transferred and assigned to Minister of Energy and Infrastructure (“**MEI**”).
- J. By Order in Council No. 1320/2010, approved and ordered September 15, 2010, all of the powers and duties assigned by law to the MEI under Order in Council No. 1617/2008 in respect of infrastructure matters, including but not limited to the powers, duties, functions and responsibilities of the MEI in respect of the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25 in respect of real property matters, were transferred and assigned to the Minister of Infrastructure (“**MOI**”).
- K. Ontario Infrastructure and Lands Corporation (“**OILC**”) has been delegated MOI’s authorities and responsibilities with respect to real property in the name of MOI subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27.
- L. By Order in Council No. 1376/2011, approved and ordered July 19, 2011, the MOI shall exercise the powers and duties assigned by law to the MOI or that may otherwise be assigned to or undertaken by the MOI in respect of infrastructure and any other matters related to the MOI’s portfolio.
- M. By Order in Council No. 219/2015, approved and ordered February 18, 2015, all of the powers and duties previously assigned and transferred to the MOI under Order in Council No. 1376/2011, save and except as set out in Order in Council No. 219/2015, were assigned and transferred to the Minister of Economic Development, Employment and Infrastructure (“**MEDEI**”).
- N. The MEDEI exercised its right to extend the Second Extension Term by a third lease extension and amending agreement (the “**Third Lease Extension and Amending Agreement**”) with an extension term commencing on June 1, 2016 and expiring on May 31, 2021 (the “**Third Extension Term**”), in addition to other terms and conditions as set out therein.
- O. Pursuant to the terms of the Third Lease Extension and Amending Agreement, the MEDEI was entitled to extend the Third Extension Term for two (2) additional term of five (5) years each.
- P. By Order in Council No. 1342/2016, approved and ordered September 14, 2016, all of the powers and duties previously assigned and transferred to the MEDEI under Order in Council No. 219/2015 in respect of infrastructure and other matters are assigned and transferred to the MOI.
- Q. By Order in Council No. 1152/2018, approved and ordered October 22, 2018, certain responsibilities in respect of government property under the *Ministry of Infrastructure Act*, 2011, S.O. 2011, c. 9, Sched. 27 and other responsibilities were assigned and transferred from the MOI to the Minister of Government and Consumer Services.
- R. The Tenant has now exercised its first right to extend the Third Extension Term in accordance with the terms of the Third Lease Extension and Amending Agreement with a fourth extension term; however, notwithstanding the terms of the Third Lease Extension and Amending Agreement, the Landlord and the Tenant have agreed that the fourth extension term shall commence on December 1, 2020 and expire on May 31, 2026 (the “**Fourth Extension Term**”), in addition to other terms and conditions as set out herein.

- S. The Third Lease Extension and Amending Agreement provides that any extensions shall be upon the same terms and conditions of the Original Lease, as amended and extended, except for the amount of the Annual Rent, which shall be determined by mutual agreement.
- T. The Landlord and the Tenant have agreed on the amount of the Annual Rent for the Fourth Extension Term.
- U. The Original Lease, the First Lease Extension and Amending Agreement, the Second Lease Extension and Amending Agreement, the Third Lease Extension and Amending Agreement and this fourth lease extension and amending agreement (the “**Fourth Lease Extension and Amending Agreement**”) are hereinafter collectively referred to as the “**Lease**”, except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. EXTENSION OF LEASE

The parties hereto agree that:

- (a) The Lease is hereby extended for the Fourth Extension Term.
- (b) The Fourth Extension Term shall commence on December 1, 2020 and expire on May 31, 2026.

3. RENT FOR THE FOURTH EXTENSION TERM

- (a) For the period commencing on December 1, 2020 up to and including May 31, 2021, the Tenant shall not be responsible for the payment of Base Rent for the Premises but shall be responsible for its Proportionate Share of Base Operating Costs and its Proportionate Share of Base Tax, calculated in accordance with the Lease.
- (b) The Annual Rent payable for the Fourth Extension Term shall be One Hundred and Sixty-Seven Thousand, Four Hundred and Twenty-Two Dollars and Thirty-Eight Cents (\$167,422.38) per annum, payable in equal monthly installments of Thirteen Thousand, Nine Hundred and Fifty-One Dollars and Eighty-Seven Cents (\$13,951.87), each on the first day of each month during the Fourth Extension Term, based on an annual rate of Eighteen Dollars and Twenty-One Cents (\$18.21) per square foot of the Rentable Area of the Premises, which sum is comprised of the aggregate of Twelve Dollars (\$12.00) for each square foot for the Base Rent, Four Dollars and Thirty-Five Cents (\$4.35) for each square foot for the estimated Base Operating Costs, and One Dollar and Eighty-Six Cents (\$1.86) for each square foot for the estimated Base Tax, the first of such monthly installments to be due and payable on June 1, 2021.

4. AMENDMENT OF LEASE

The extension contemplated in Section 2 of this Fourth Lease Extension and Amending Agreement is subject to all the covenants and conditions contained in the Original Lease, as amended, renewed and extended from time to time, save and except that:

- (a) Effective December 1, 2020, the Tenant’s Provincial Share (as defined in the Original Lease) shall no longer be applicable, and the Lease shall be amended to reflect same.

Accordingly, from and after December 1, 2020, the Tenant shall be responsible for paying:

- (i) Base Rent for the entire Rentable Area of the Premises, as set out in Section 3(b) and subject to Section 3(a) of this Fourth Lease Extension and Amending Agreement,

- (ii) the Tenant's Proportionate Share of Base Operating Costs as estimated in Section 3(b) of this Fourth Lease Extension and Amending Agreement and subject to adjustment in accordance with the Lease,
 - (iii) the Tenant's Proportionate Share of Base Tax as estimated in Section 3(b) of this Fourth Lease Extension and Amending Agreement and subject to adjustment in accordance with the Lease, and
 - (iv) any other amounts of Additional Rent payable by the Tenant pursuant to the Lease.
- (b) The Landlord and the Tenant agree that the Tenant shall be granted the following options to extend:
 - (i) one (1) option to extend the term of the Lease for five (5) years; and
 - (ii) two (2) options to extend the term of the Lease for up to five (5) years
 (each a "**Further Extension Term**" and collectively the "**Further Extension Terms**").

Each Further Extension Term shall be upon the same terms and conditions of the Original Lease, as extended, renewed or amended, as the case may be, except that there shall be no further right of extension beyond the last Further Extension Term and except for the Annual Rent, which shall for each Further Extension Term be based upon: (i) the Rentable Area of the Premises, and (ii) the Market Rental as of the date which is six (6) months prior to the commencement of the respective Further Extension Term. The Annual Rent for each Further Extension Term shall be determined by mutual agreement as of the date which is six (6) months prior to the expiry of the Fourth Extension Term or the respective Further Extension Term, as the case may be, or failing such agreement, by arbitration in accordance with Section 6.14 of the Original Lease.

The Tenant shall give written notice to the Landlord of its extension of the Lease at least six (6) months prior to the end of the Fourth Extension Term or the respective Further Extension Term, as the case may be.

The Landlord and Tenant acknowledge and agree that the extension rights granted in subsection 4(b) of this Fourth Lease Extension and Amending Agreement shall supersede the one (1) remaining extension right contained in the Third Lease Extension and Amending Agreement and the one (1) remaining extension rights contained in the Third Lease Extension and Amending Agreement shall be of no further force and effect.

- (c) Pursuant to Article 2 of the Original Lease, either party shall have the continuing right to cancel the Lease at any time, with such date of cancellation to be effective at any time, by providing the other party with no less than one (1) year's prior written notice.
- (d) The Original Lease is amended as follows:
 - (i) Paragraph (f) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Landlord for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario P9A 3M5
Attention: Municipal Clerk
Fax: (807) 274-8479
 - (ii) Paragraph (g) of the Summary, as amended, is deleted in its entirety and replaced with the following address for the Tenant for the purposes of delivering notices in accordance with Section 6.17 of the Original Lease:

Ontario Infrastructure and Lands Corporation
 3767 Highway 69 South, Suite 9
 Sudbury, Ontario P3G 0A7
 Attention: Vice President, Asset Management
 Fax: (705) 564-7570

With a copy to:

Ontario Infrastructure and Lands Corporation
 1 Dundas Street West, Suite 2000
 Toronto, Ontario M5G 1Z3
 Attention: Director, Legal (Leasing and Contract Management)
 Fax: (416) 327-3376

And an additional copy to:

CBRE Limited
 18 King Street East, Suite 1100
 Toronto, Ontario M5C 1C4
 Attention: Global Workplace Solutions – Director, Lease Administration – OILC
 Fax: (416) 775-3989

- (iii) In the Definitions section of the Original Lease, the definition of “Open Data” shall be inserted:

“**“Open Data”** means data that is required to be released to the public pursuant to the Open Data Directive.”

- (iv) In the Definitions section of the Original Lease, the definition of “Open Data Directive” shall be inserted:

“**“Open Data Directive”** means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.”

- (v) Section 5.3(j), Housekeeping Services, and Schedule “P”, Housekeeping Services Specifications, are deleted in their entirety.
- (vi) Section 6.29, Further Assurances, shall be inserted as follows:

**“Section 6.29
 Further Assurances**

The parties hereto shall execute and deliver all such other instruments and take all such other actions as any party may reasonably request from time to time in order to effect the terms and conditions of this Lease. The parties shall cooperate with each other and their respective counsel and accountants in connection with any actions to be taken as a part of their respective obligations under this Lease.”

- (vii) Section 6.30, Counterparts, shall be inserted as follows:

**“Section 6.30
 Counterparts**

The parties agree that this Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall be construed together as a single binding instrument. Such counterparts may be delivered by facsimile or other electronic means, including by electronic mail in portable document format (PDF). The electronic signature of any party hereto shall constitute a valid and binding signature with the same effect as an original signature endorsed hereon. Any party delivering an executed counterpart of this Lease by facsimile or by electronic transmission shall, if requested, also deliver an originally executed counterpart

within seven (7) days of the facsimile or electronic transmission. Failure to deliver an originally executed copy shall not affect the validity, enforceability or binding effect of this Lease.”

5. TENANT’S WORK

The Landlord hereby permits the Tenant to perform the following work:

- (a) Renovating a portion of the Premises to accommodate the expansion of the Tenant’s administration office, located in the adjacent building having the municipal address of 310 Nelson Street (the “**Adjacent Building**”), which may include:
 - (i) Installing a new demising wall;
 - (ii) Replacing, modifying or upgrading bathroom fixtures and associated plumbing systems within and servicing the existing holding cells; and
 - (iii) Replacing any other Improvements as the Tenant deems necessary;
- (b) Constructing a covered walkway between the Building and the Adjacent Building (the “**Walkway**”), with the exact location of the Walkway to be mutually agreed upon by the parties; and
- (c) Expanding the portion of the Lands known as the jail yard, as shown outlined in heavy blue on the plan attached hereto as Schedule “A”, with the exact dimensions to be mutually agreed upon by the parties (the “**Expanded Jail Yard**”)

(collectively, the “**Tenant’s Work**”).

The Tenant’s Work will be subject to the following terms and conditions:

- (1) The Tenant shall have exclusive use of the Walkway;
- (2) The Tenant’s Work shall be at the Tenant’s cost and expense;
- (3) The Tenant will not construct any new holding cells in the Premises, but shall use the temporary existing holding cells in the Premises;
- (4) The Tenant will ensure that the Tenant’s Work is performed and completed in compliance with all applicable laws, in accordance with Section 4.11 of the Original Lease;
- (5) The Landlord shall not charge and the Tenant shall not be responsible for the payment of any Rent for the Walkway or Expanded Jail Yard; and
- (6) The Landlord shall not be responsible for the maintenance or repair of the Walkway.

6. GENERAL

- (a) The Landlord and the Tenant hereby mutually covenant and agree that during the Fourth Extension Term they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the Lease, as amended and extended hereby.
- (b) The Lease shall be binding upon and enure to the benefit of the parties and hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (c) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the Lease, as amended and extended.
- (d) The provisions of this Fourth Lease Extension and Amending Agreement shall be interpreted and governed by the laws of the Province of Ontario.

- (e) The Landlord acknowledges that the Lease and any information contained herein, may be required to be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 and the Open Data Directive as amended. This acknowledgement shall not be construed as a waiver of any right to object to the release of the Lease or of any information or documents.

EXECUTED by each of the parties hereto under seal on the date written below.

SIGNED, SEALED AND DELIVERED

Dated this ____ day of _____, 20__.

**THE CORPORATION OF THE TOWN
OF FORT FRANCES**

By: _____
Name:
Title:

Authorized Signing Officer

By: _____
Name:
Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

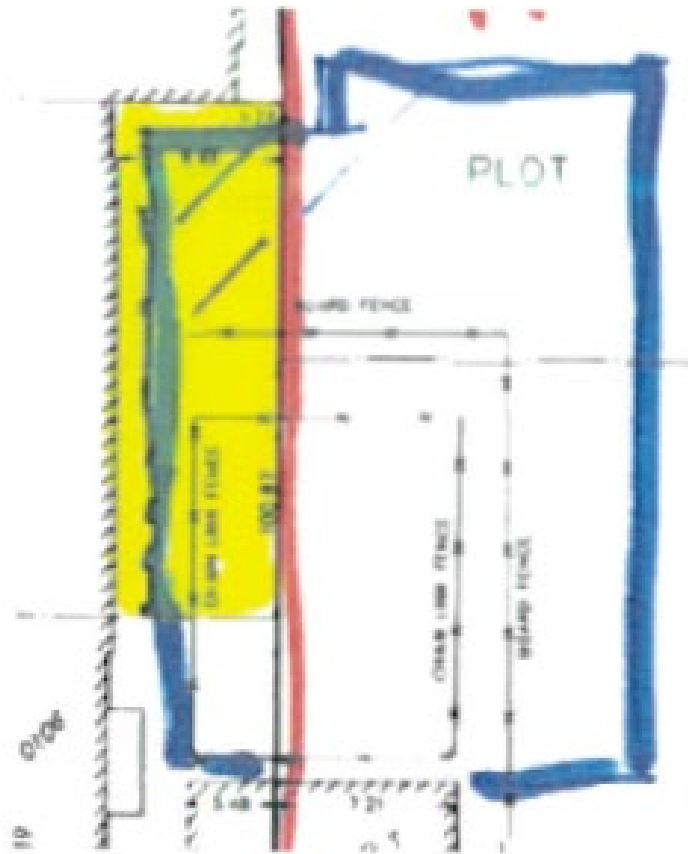
**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____
Name:
Title:

Authorized Signing Officer

Schedule “A”

Plan of the Expanded Jail Yard



TOWN OF FORT FRANCES

BY-LAW NO. 48/19-B

(A By-Law to amend certain user fees in 2020- the Municipal Act, 2001, c.25, S.O. 2001, Part XII, as amended).

WHEREAS on December 9, 2019, Council approved increases to certain user fees to be in effect January 1, 2020;

AND WHEREAS on September 14, 2020, Council approved a report from the Community Services division recommending that an amending by-law be brought forward to add advertising pricing in the Auditorium and Pool area by amending Schedule G as outlined below;

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

- 1. That a line is added to section 6.5 (User Fees Schedule 'G') as follows:

6.5.8 Auditorium Advertising 428.01 plus HST
- 2. That a line is added to section 6.3 (User Fees Schedule 'G') as follows:

6.3.6 Pool Banner Advertising 106.99 plus HST

This By-Law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 28th day of September 2020.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES
BY-LAW NO. xx~20

(BEING a by-law to approve an agreement with Form Studio Architects Inc. for architectural services re Renovation Design Works within Fort Frances Civic Centre)

WHEREAS on September 14, 2020, Council approved a recommendation from the Planning & Development Executive Committee to accept a proposal for architectural services from the firm of Form Studio Architects Inc., said proposal having been solicited, as call for RFP 20-AF-10, in a manner consistent with the requirements of the Town’s current Procurement Policy;

AND WHEREAS it is appropriate for the Town to enter into a formal agreement for said architectural services with the firm of Form Studio Architects Inc.

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

1. That the agreement in the form of Schedule “A” attached to and forming part of this by-law with Form Studio Architects Inc. be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 28th day of September 2020.

J. Caul, Mayor

E. Slomke, Clerk



The **Client** and the **Architect** agree to the following terms and conditions made as of:

September 28, 2020

Client: (name and address)

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

Architect: (name and address)

Form Studio Architects Inc
131 Court Street North
Thunder Bay, Ontario
P7A 4V1

Client's Project: (title, address/location, brief description, size and budget where applicable, reference attached information if needed.)

The Localized Office Renovation Design Works within the Fort Frances Civic Centre - 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9
Town of Fort Frances - Request for Proposal # 2020-AF-10

The Architect shall coordinate the services of the following **Consultants**:
engaged and paid by the Architect:

Cuthbertson Engineering, Mechanical Engineer
AG Engineering, Electrical Engineer

engaged and paid by the Client:

n/a

The **Client** shall pay Architect's Fees and reimbursable expenses as set out below, plus value added tax (HST) within twenty-eight (28) days of receipt of Proper Invoices, the invoiced amount or the undisputed portion thereof on account of the Architect's fee and agreed upon reimbursable expenses plus applicable taxes. *Proper Invoice* shall be issued and submitted on a monthly basis unless otherwise agreed.

Unpaid *Proper Invoices* or the unpaid balance thereof shall bear interest, calculated and compounded monthly at the rate of 9.00 % per annum or such other rate as is specified in the *Construction Act* (Ontario), whichever is higher, commencing the twenty-ninth (29th) day after the date that the *Architect's Proper Invoice* is received, or such other rate as is determined as a result of a dispute resolution process.

☒ A Lump Sum Fee of: \$ 59,904.00

☒ At Architect's Standard Hourly Rates.

☐ A Percentage-based Fee of: % of the Construction Cost as defined.

☐ A Deposit of:

The **deposit** is the minimum amount payable under this Agreement, and will be credited against the final invoice.

Reimbursable expenses are charged at cost plus 10.00 % for administration and include charges for: printing, copying, delivery, communication, travel, and if authorized, lodging, special photography or models.



Ontario Association
of Architects

**Standard Short Form of Contract
for Architect's Services**

OAA 800 - 2011 with Amendments to October 1, 2019

Additional Services approved in writing by the Client shall be invoiced at Standard Hourly Rates or as otherwise agreed.

Other Conditions: (reference attached information if needed.)

- The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.
- Site measuring will be limited to confirming existing conditions are as per the provided original working drawings.
- Design for upgrading of the existing electrical service if required will be an additional service.

Client signature

name

**Principal
Architect** signature

name

MATTHEW MILLS, PRINCIPAL

The **Architect** shall render the **Services** to the **Client** in accordance with the following **terms** of engagement:

1. **Professional Responsibility:** The Architect shall exercise the standard of care, skill and diligence required by customarily accepted professional practices. All Architects in Ontario carry professional liability insurance to at least the mandatory level. Evidence of insurance is available upon request.
2. **Clients Responsibilities:** The Client shall be responsible for:
 - (1) providing information regarding the existing conditions of the Client's lands and premises, including soils and sub-surface conditions, existing structures, surveys, etc., as required;
 - (2) timely communication of Client's decisions or responses during the Project;
 - (3) any costs related to Client-initiated design changes made after Client's previous approval;
 - (4) arranging bonding and/or insurance coverage for the building/property, and any contractors or consultants retained by the Client.
3. **Copyright:** Plans, sketches, drawings, graphic representations, reports and specifications prepared by or on behalf of the Architect are Instruments of Service. The Architect retains the property, copyright and moral rights for the Instruments of Service whether the Project for which they were made is executed or not. Their alteration by the Client or any other person is prohibited.

The Client may retain copies of the Instruments of Service for information and reference in connection with the Client's use and occupancy of the Project. Copies may include portable document files (PDFs, non-editable), but do not include computer-aided design documents (e.g. CAD or BIM, editable files) unless otherwise agreed in writing.

Copies may only be used for the purpose intended and for a one time use, on the same site, and for the same Project, by this Client only and may not be offered for sale or transfer without the express written consent of the Architect. The Client's use of Instruments of Service is contingent upon full payment to the Architect for services rendered.
4. **Construction Phase – General review** means reviews during visits to the place of work at intervals appropriate to the stage of construction, to observe the progress of the work and that the work is being carried out in general conformity with the contract documents, and to report, in writing, to the client and contractor and chief building official. The Architect will perform site visits as agreed in the attached Schedule.
5. **Construction Cost:** means the contract price(s) of all project elements designed or specified by, or on behalf of, or as a result of, the coordination by the Architect, including permit fees, contingency amounts, changes, contractor or construction management fees and all applicable taxes including HST, whether recoverable or not. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated value as determined by Architect, at market rates at the anticipated time of construction. Construction Cost does not include the compensation of the Architect, the Architect's consultants, the land cost, or other costs, which are the responsibility of the Client.
6. **Suspension:** Unless indicated otherwise in this agreement, the Architect reserves the right to suspend service on this project if Proper Invoices are not paid within 28 days, from the date of receipt of the Proper Invoice and the Architect will not be liable for any costs or delays caused by the suspension of services.
7. **Termination:** If either party fails substantially to perform in accordance with its terms the non-defaulting party may terminate this engagement after giving seven (7) days' written notice to remedy the breach. The Client may terminate this agreement without cause upon thirty (30) days' written notice. The Architect may terminate upon giving seven (7) days written notice that there has been a loss of confidence in the Architect's provision of services. On termination the Client shall forthwith pay to the Architect its charges for the Services performed to the date of termination, including all fees, reimbursable expenses, and charges for this Project.
8. **Proper Invoice** means a written request for payment for services, materials, agreed reimbursables or related documentation containing at a minimum the following information:
 - Architect's name and address.
 - Date of the Proper Invoice and the period during which the services, materials or related documentation were supplied.
 - Information identifying the authority under which the services, materials or related documentation were supplied.
 - Description, including quantity where appropriate, of the services, materials or related documentation that were supplied.
 - Amount payable for the services, material or related documentation that were supplied, and the payment terms.
 - Name, title, telephone number and mailing address of the Architect to whom payment is to be sent.
 - Any additional information specified in 11.



Ontario Association
of Architects

**Standard Short Form of Contract
for Architect's Services**

OAA 800 - 2011 with Amendments to October 1, 2019

9. **Limitation of Liability:** The total amount of all claims, in contract or tort, which the Client may have against the Architect related to this contract is limited to the amount of professional liability insurance carried and available. The Architect shall not be responsible for:
- (1) acts or omissions of contractors, suppliers or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents;
 - (2) control, or supervision, or responsibility for construction means, methods, techniques, schedules, sequences or procedures, or, for safety precautions and programs required in connection with the work;
 - (3) any changes made to the Architect's design, drawings or documents without the Architect's knowledge and approval;
 - (4) decisions made by the Client without the advice of the Architect or contrary to, or inconsistent with, the Architect's advice;
 - (5) interpretations by an authority having jurisdiction which differs from that of the Architect regarding statutes, regulations, laws and by-laws;
 - (6) any consequential loss, injury, or damages suffered by the Client, including loss of use or earnings, and interruption of business;
 - (7) any and all matters arising from or related to toxic or hazardous substances or materials.
10. **Dispute Resolution:** The parties shall make all reasonable efforts to resolve a dispute by amicable negotiations and agree to provide, on a without prejudice basis, full and timely disclosure of relevant facts, information and documents to facilitate these negotiations. Disputes shall be resolved according to provisions of the applicable provincial legislation.
11. **Other Terms of Contract:** The Client and the Architect agree as set forth in the following other terms:

Proposed Payment Schedule:

Project Management = \$2,520 (invoice proportionately)

Pre-Design Phase = \$7,028 (invoiced on completion)

Schematic Design Phase = \$17,683 (invoiced on completion)

Detailed Design Phase = \$32,674 (invoiced on completion)

Allowance for Disbursement Expenses = \$5,220 (not included in the above Lump Sum Fee)

Disbursement Allowance includes travel and accommodation for one site visit and in person start up meeting and additional liability insurance premiums.

Refer to the Town of Fort Frances RFP #2020-AF-10 and the Submitted Proposal by Form Studio Architects for any other terms of contract.

Initialed by:

Client

~~Principal~~
Architect





Ontario Association
of Architects

Standard Short Form of Contract for Architect's Services

OAA 800 - 2011 with Amendments to October 1, 2019

Project/Client/Architect Ref:

Localized Office Renovation Design Works within the Fort Frances Civic Centre
FormStudio Proposal # PP20045

Schedule of Architect's Scope of Services:

Pre-Design			
Client's Program and Budget:	Develop <input checked="" type="checkbox"/>	Review <input type="checkbox"/>	
Assist Client in obtaining property survey, geotechnical report, etc.			<input type="checkbox"/>
Prepare schedule for Architect's services and projected project schedule.			<input checked="" type="checkbox"/>
Prepare measured drawings of visible conditions.			<input checked="" type="checkbox"/>
Design Phases (Client's review and approval to be obtained before proceeding to next phases)			
Schematic Design Documents Phase			<input checked="" type="checkbox"/>
Design Development Documents Phase			<input checked="" type="checkbox"/>
Estimates of Construction Cost at each phase			<input checked="" type="checkbox"/>
Construction Documents Phase – Drawings / Specifications			
Prepare drawings / specifications for:			
Building Permit <input checked="" type="checkbox"/>	Bidding/Negotiation with contractor(s) <input checked="" type="checkbox"/>	Construction <input checked="" type="checkbox"/>	
Estimates of Construction Cost at appropriate intervals.			<input type="checkbox"/>
Permits and Approvals			
Review applicable statutes, regulations, codes and by-laws as the design of the project is developed.			<input checked="" type="checkbox"/>
Prepare and submit client signed application for building permit.			<input type="checkbox"/>
Prepare and assist Client to obtain:			
Site Plan Approval <input type="checkbox"/>	Committee of Adjustment <input type="checkbox"/>	Re-zoning Application <input type="checkbox"/>	
Negotiating / Bidding Phase			
Assist client to:	Obtain bids <input type="checkbox"/>	Prepare construction contract <input type="checkbox"/>	
Construction Phase: General Review – Construction Contract Administration			
General Review at site, and reports:	for Building Code only: <input type="checkbox"/>	for Building Code and all Construction Documents: <input type="checkbox"/>	
Including <input type="text"/> visits to the site over the anticipated construction duration of <input type="text"/> months.			
Services exceeding the limits included above shall be provided as Additional Services.			
Certify Contractor applications for payment and Substantial Performance.			<input type="checkbox"/>
Construction Contract Administration field and office functions			<input type="checkbox"/>
Follow up during one year warranty period.			<input type="checkbox"/>
Other Scope of Services: (include Additional Services, special phasing or scope; reference attached information if needed.)			
<p>- The Detailed Design of New Washroom Facilities if required will be an additional service. Conceptual Schematic Design is included.</p> <p>- Site Measuring will be limited to confirming conditions are as per the provided original working drawings.</p> <p>- Design for upgrading of the existing electrical service if required will be an additional service.</p>			

Initialed by:

Client

Principal
Architect



From: [Scott Hamilton](#)
To: [Lisa Slomke](#)
Subject: [External] Re: Letter from Marcus Powlowski to Federal Government
Date: Thursday, September 10, 2020 2:35:20 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Lisa

Here is the draft letter to the powers that be in the federal government in charge of our borders and enforcement.

I am hoping to gain the support of our Mayor and Counsel on this issue.

Thanks

Scott Hamilton

Dear Minister Blair,

I am writing today in order to request additional border control measures on Rainy Lake and Lake of the Woods to help prevent illegal fishing in Canadian waters by American citizens.

Under the changes made to S.5(a-b) of the Customs Act in 2017, individuals entering Canadian inland waters from waters in the United States of America are not required to present themselves at Customs Offices so long as they do not land, anchor, moor, or make contact with another conveyance when in Canada. While this section of the Customs Act may make sense as a way to avoid having to investigate and penalize individuals who accidentally cross into Canadian waters while enjoying a day on the lake, the conversations myself and my predecessor, Don Rusnak, have had with local fishermen and businesses indicate that this change has been encouraging the illegal fishing of the boundary waters in my riding.

As I have been told, since 2017 Canadian fishing guides in Rainy Lake and Lake of the Woods have been repeatedly coming into more contact with American fishing guides operating and parking their boats in Canadian waters without first having passed through a Customs Office or having their clientele obtain a non-resident fishing license. These Canadian guides are aware of these circumstances as they routinely interact and speak with their Americans counterparts. They have indicated to me that these excursions are done regularly, openly and prevent themselves and other Canadians from accessing certain fishing locations. Due to the lack of patrolling done by the Canadian Border Patrol Service in these waters – as well as by the provincial Ministry of Natural Resources – this illegal crossing is generally done with impunity.

The unlawful flouting of the Customs Act by these fishing guides is not the only problem in these waters, however. Given that the Customs Act allows for entry into Canadian waters without anchoring, mooring, or landing, many American fishermen are also now crossing onto the Canadian-sides of Rainy Lake and Lake of the Woods and trawling while they fish – something that is even being encouraged by certain American fishing and tourism websites (.....). Given the isolation of these lakes and the lack of patrolling by federal and provincial authorities, this fishing “loophole” is primed for abuse by individuals that do not have non-resident fishing licenses.

Both these forms of illegal fishing are causing serious problems in my riding. First, they are hurting Canadian jobs. American tourists traveling into Canadian waters with American guides under S.5(a-b)’s allowances – either to fish legally or illegally – mean that Canadian guides are losing an important part of their customer market to their American counterparts. If they are fishing Canadian resources, there should be some benefit to Canada.

This is doubly true when we consider the stress that illegal fishing has the potential to put on fish stocks in Rainy Lake and Lake of the Woods. The most recent Ontario-Minnesota Boundary Waters Fisheries Atlas from 2017 states that the populations of walleye in many parts of the Canadian-sides of both lakes are either being overharvested or are at a significant risk of being overharvested, resulting in significant reductions in walleye biomass. This is further supported by a report by the Ontario Ministry of Natural Resources in 2018 that roughly 50% of lakes with walleye in the Rainy Lake and Lake of the Woods Fishing Management Zone are either “exploited” or “stressed” due to overharvesting. Since walleye is a very popular fish for recreational anglers and subsistence harvesters, unregulated fishing in these waters is a significant threat to this population and the jobs and communities that depend on them.

There is also a potential Section 35 Aboriginal Rights component to this exploitation. Grand Council Treaty #3 has told my office that its member communities have been experiencing for years significant reductions in the fish stocks they traditionally harvest due to over-exploitation. They believe this is an infringement of their constitutionally protected treaty rights and have been advocating for years for redress on this issue. As our Government works to improve its relationship with First Nations, we should be cognizant of the effect that the changes made to the Customs Act last mandate is having on traditional harvesting in Canadian Boundary Waters.

I understand that legislative change takes time, and that there may be some positive aspects to the changes made to the Customs Act embodied in S.5(a-b) that benefit Canadians. However, it appears from my perspective – and those of a number of my constituents – that this law is having a detrimental effect on Canadian jobs, fish stocks and potentially Section

35 Aboriginal Rights.

That is why I wish to request at this moment that additional border measures be taken on Rainy Lake and Lake of the Woods in the short term to help stem the amount of illegal fishing occurring in these waters, while a more long-term legislative change can be developed and reviewed. These measures could include, from my perspective, more patrols by the Canada Border Service Agency of these waters and/or more public notices stressing the illegality of entering Canada through the S.5(a-b) regulations and anchoring or mooring your boat in order to fish. If we can increase the presence of Canadian law enforcement on these waters, I believe we can help decrease the incidences of illegal fishing that are happening there.

Thank you for your time. I am hopeful that I can work with your Ministry to help address this issue.

Sincerely,

Marcus Powlowski
Member of Parliament
Thunder Bay-Rainy River

CC.

The Honourable Carolyn Bennet, Minister of Crown-Indigenous Relations
The Honourable Chrystia Freeland, Deputy Prime Minister and Minister of Finance

Inspection of MNRF-Approved Prescribed Burn Plan for Slash Pile Burning – Boundary Waters Forest

[illegible]

Renseignements en français : Renee Perry au renee.perry@ontario.ca.

September 15, 2020

Hon. Caroline Mulroney
5th Floor, 777 Bay St.
Toronto ON, M7A 1Z8

Dear Hon. Caroline Mulroney,

Please be advised that at the Regular Meeting of Council on August 24, 2020, the Council of Loyalist Township passed the following resolution:

Resolution No. 2020.33.11

Moved by: Councillor Porter

Seconded by: Councillor Townend

Whereas the Ontario government, in partnership with the federal government, is delivering on its commitment to provide up to \$4 billion in urgently needed one-time assistance to Ontario's 444 municipalities;

And Whereas in addition to the support for municipalities, the government is providing over \$660 million in the first phase of transit funding to the 110 municipalities with transit systems to provide immediate relief from transit pressures, such as lower ridership, as well as for new costs due to COVID-19, such as enhanced cleaning and masks for staff;

And Whereas in the second phase, additional allocations will be provided based on expenses incurred to ensure the funding meets the needs of municipalities;

And Whereas as part of the Safe Restart Agreement with the federal government, up to \$2 billion is being provided to support public transit in Ontario;

And Whereas Ontario Regulation 191/11 being the Integrated Accessibility Standards, which applies to every designated public sector organization including municipalities, establishes accessibility standards, including transportation and as such, recognizes ferries as a form of public transportation;

And Whereas many municipalities located along large bodies of water such as Lake Ontario, including the Township of Frontenac Islands and Loyalist Township, are only accessible by public ferries which are connecting links to mainland highways and roads and form part of Ontario's road systems, making them critical public services;

And Whereas due to the COVID-19 Pandemic and restrictions placed on ferry services by Transport Canada as well as public health guide lines, ferry transit, similar to conventional transit, has experienced reduced ridership, additional costs to cover increased sanitization and requirement for masks for ferry operators, and reduced revenue due to the inability to collect cash fares;

Therefore, Be It Resolved that Loyalist Township requests that the Ministry of Transportation support the Canadian Ferry Association's request that ferries be considered part of the local transit system and that lost revenue be eligible for reimbursement;

And Further That a portion of the (pandemic) Federal funds be allocated towards municipal transportation ferry revenue loss and ferry expenditures resulting from the pandemic;

And that this resolution be circulated to all Ontario municipalities.

Regards,

A handwritten signature in cursive script, appearing to read "BTeeple".

Brandi Teeple
Deputy Clerk
Loyalist Township

cc. All Ontario Municipalities

90 Wollaston Lake Road
 COE HILL, ON K0L 1P0
clerk@wollaston.ca
www.wollaston.ca



MAYOR: BARBARA SHAW
CLERK: BERNICE CROCKER
 613-337-5731 (Phone)
 613-337-5789 (Facsimile)

September 16, 2020

**MINISTRY OF MUNICIPAL
 AFFAIRS AND HOUSING**
 17th Floor, 777 Bay street
 TORONTO, ON
 M7A 2J3

ATTN: THE HON. STEVE CLARK

Dear Minister Clark:

At a special meeting of council held on August 24, 2020, members discussed concerns regarding the 2018 municipal election.

In the last six weeks of the 2018 municipal election in Wollaston Township, seasonal property owners presented signed leases with family members for sleeping cabins, bunkies and sheds. The \$100.00 leases added a significant number of new non-resident electors to the voters' list.

Although concerns were raised regarding the Township's Comprehensive Zoning By-law and non-use of the standard lease form, the leases were used as eligibility, allowing the children of seasonal property owners access to a Township election for the first time.

Because this gave the appearance of a pay to play campaign, and because the leases were with family members, and because no people actually lived in these structures that lacked hydro, running water and washroom facilities, this was reported to the OPP, who have a duty to enforce the rules and regulations of the *Municipal Elections Act*.

The OPP did not proceed with charges because they said there was no case law.

The following Motion was adopted:

MOTION NO.: 03
 MOVED BY: TIM CONLIN
 SECONDED BY: DARLENE COLTON

MINISTRY OF MUNICIPAL AFFAIRS AND HOUSING
THE HON. STEVE CLARK
September 16, 2020
Page 2

BE IT RESOLVED, that the Council of Wollaston Township ask Minister of Municipal Affairs and Housing, the Hon, Steve Clark, to review the *Municipal Elections Act* and provide amendments to ensure that loopholes are closed on any pay to play schemes in rural communities where non-resident electors are permitted to participate in elections so that \$100.00 leases do not turn into ballots for garden sheds.

AND BE IT FURTHER RESOLVED, that the County of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the Municipal Elections Act and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that there is a clear and accessible way to report election fraud.

AND BE IT FURTHER RESOLVED, that Council of Wollaston Township ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that the rules described in the Municipal Elections Act are actually enforceable even if there is not current case law.

AND BE IT FURTHER RESOLVED, that support for this resolution be sent to Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, all Ontario Municipalities and the Association of Municipalities of Ontario.

CARRIED

Should you have any questions or concerns regarding the above, do not hesitate to contact me.

Sincerely,



BERNICE CROCKER
Clerk/Administrator

cc. Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, AMO and all Ontario Municipalities.

Municipality of Tweed Council Meeting



Resolution No.

343.

Title: County of Hastings and County of Lennox & Addington

Date: Tuesday, August 25, 2020

Moved by J. Flieler

Seconded by J. Palmateer

WHEREAS the Government of Canada passed the *Cannabis Act S.C. 2018, c. 16* legislation legalizing properties to grow a maximum of 4 plants without a licence; and

WHEREAS Health Canada issues licences for medicinal cannabis production that are specific to set properties without municipal consultation and regardless of land use zoning by-laws; and

WHEREAS pharmaceutical companies and industries are required to follow strict regulations and governing legislation to produce medicinal products including *Narcotic Control Regulations C.R.C., c 1041* and *Controlled Drugs and Substances Act (Police Enforcement) Regulations SOR/9-234*; and

WHEREAS Municipalities are authorized under the *Planning Act, R.S.O. 1990, C. P 13* to pass a comprehensive zoning by-law that is in compliance with the appropriate County Official Plan which must be in compliance with the Provincial Policy Statement, Under *The Planning Act, 2020*; and

WHEREAS the Provincial Policy Statement, Official Plan and Zoning By-Law in effect for each area is designed to secure the long-term safety and best use of the land, water and other natural resources found in that area's natural landscape; and

WHEREAS the Municipality of Tweed has passed *Comprehensive Zoning By-Law 2012-30* and further amended it by the *Cannabis Production By-Law 2018-42*, limiting cannabis production facilities to rural industrial zoned lands with required setbacks from residential zoned properties; and

WHEREAS the Municipality of Tweed has not been consulted by Health Canada prior to the issuance of licences for properties not in compliance with the Municipal zoning by-laws for a cannabis production facility; and

WHEREAS the Province needs to amend legislation to establish a new Provincial Offence Act fine regime that creates an offence(s) when unlicensed cannabis operations break planning and environmental regulations, ignore Building Code requirements and build without a permit at a fine of at least \$100,000 per offence;

NOW THEREFORE BE IT RESOLVED THAT the Municipality of Tweed requests that immediate action be taken by all levels of government for medical cannabis licencing to follow similar regulations and guidelines as all other pharmaceutical industries;

AND FURTHER, that the Association of Municipalities of Ontario advocate with the Federation of Canadian Municipalities for advocacy to the Government of Canada for similar regulations and guidelines for medical cannabis licencing in alignment with other pharmaceutical industries;

AND FURTHER, that the distribution of medical cannabis be controlled through pharmacies in consistency of all other medications;

AND FURTHER, that Health Canada withhold licencing until the potential licence holder can provide evidence of acceptable zoning of the intended property in question;

AND FURTHER, that licenced locations be disclosed in advance to the municipalities hosting the licenced locations; and

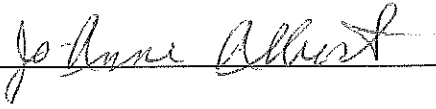
AND FURTHER, that this resolution be circulated to the Prime Minister of Canada, Health Canada, the Premier of the Province of Ontario, the Minister of Municipal Affairs and Housing, the Ontario Provincial Police, the Association of Municipalities of Ontario, and all upper, lower and single tier municipalities within the Province of Ontario.

Carried

Defeated by a Tie

Defeated

Mayor



TOWN OF FORT FRANCESMINUTESSESSION NO. # 11September 8, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually to members off-site on September 8, 2020 from Noon to 1:17 p.m. Roll call was provided by Councillor W. Brunetta to confirm attendees.

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

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC (Noon to 1:06 p.m.), J. Hughes, Information Technology Manager, E. Slomke, Clerk, K. Lawson, Deputy Clerk

1. **Call to Order - Noon**
2. **Disclosure of pecuniary interest and the general nature thereof - None**
3. **Approval of Previous Committee Minutes**

3.1 Session No. 10 dated August 4, 2020.

Judson-Hallikas: Approved as presented.

CARRIED

4. **Items Referred from Council**

- 4.1 Bear Clan Patrol Request.
 - A verbal summary of the request was provided by D. Galusha, Treasurer. Committee recommended providing a \$500.00 donation through the Council Public Relations budget to the Bear Clan Patrol Fort Frances and to seek other donations from divisions within the Town.

5. **New Business**

- 5.1 357/358 Applications for Tax Adjustment re: 400 Eighth Street East (2020).
 - A verbal summary of the report was provided by D. Galusha, Treasurer. Committee recommended processing the adjustment for 2020 taxes for the period January 19 to December 31, 2020 under Section 357/358 of the ***Municipal Act*** for property at 400 Eighth Street resulting from two greenhouses collapsing from excessive snow load.
- 5.2 Amended Property Assessment Notice re: 400 Eighth Street East (2020).
 - A verbal summary of the report was provided by D. Galusha, Treasurer. Committee recommended receiving the Amended Property Assessment Notices for the property located at 400 Eighth Street East in Fort Frances for the 2020 taxation year as received from MPAC.

- 5.3 Request for Reconsideration - Minutes of Settlement re: 1275 Idylwild Drive (2020).
- A verbal summary of the report was provided by D. Galusha, Treasurer. Committee recommended processing the Minutes of Settlement for the property located at 1275 Idylwild Drive as received.
- 5.4 Request for Reconsideration - Minutes of Settlement re: 1267 Idylwild Drive (2020).
- A verbal summary of the report was provided by D. Galusha, Treasurer. Committee recommended processing the Minutes of Settlement for the property located at 1267 Idylwild Drive as received.
- 5.5 Financial Assistance in Response to COVID-19.
- A verbal summary of the report was provided by D. Galusha, Treasurer. Committee recommended repealing By-Law 16/06-F and commencing of collection efforts and disconnections, where necessary, for Water and Sewer Accounts.
- 5.6 Microsoft Dynamics GP Software Upgrade Quote.
- Committee recommended further research on the matter and it will be brought back to a subsequent committee meeting.
- 5.7 Procedure By-Law Review - First Draft.
E. Slomke, Clerk provided a verbal summary of the First Draft of the Procedural By-Law. A discussion was had with Committee members to provide input and direction which will be included in the final draft document for presentation to Council.

6. Information

- 6.1 Fort Frances Fire and Rescue Service - July 2020 Report.
T. Moffit, Fire Chief/CEMC was in attendance to provide a summary of the report. Received as information.

7. Adjourn at 1:17 p.m. / Next Meeting Date - September 22, 2020

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 26

September 8, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room on September 8, 2020 from 10:30 a.m. to 11:50 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ABSENT WITH REGRETS: Rick Wiedenhoeft - Councillor,

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant

- 1 CALL TO ORDER (Session #26) - 10:30**
- 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 Previous Minutes - Approved as Presented
- 5 ITEMS REFERRED FROM COUNCIL - None**
- 6 NEW BUSINESS**
 - 6.1 Community Services User Fee for Advertising - Approved as presented
 - 6.2 Ice in Plan - Approved with amendments
- 7 IN-CAMERA - None**
- 8 NON-AGENDA ITEMS - None**
- 9 INFORMATION**
 - 9.1 Museum Fire alarm - Received
- 10 ADJOURNMENT - 11:50**

A. Hallikas, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCES

MINUTES

SESSION NO. 001

June 18, 2020

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held in the Committee Room, Civic Centre, on June 18, 2020 from 12:01 p.m. to 12:35 p.m. and virtually for members off-site. Roll call was completed by K.M. Lawson, Board Secretary to confirm all attendees.

PRESENT: G. McBride, Chair, C. Mallory, C. Gray, G. Beadle, D. McTaggart. Councillor W. Brunetta, Councillor A. Hallikas

ALSO PRESENT: S. Weir, Integrated Services Manager - Housing, F. Sinninghe, Financial Analyst, RRFDC and K. Lawson, Board Secretary

1. Call to Order - 12:01 p.m.

- 1.1 Appointment of Officers for 2020 (item deferred from December AGM)
 - 1) President/Chairperson:
 - 2) Vice President/Vice Chairperson:
 - 3) Treasurer:
 - 4) Secretary - K.M. Lawson

- 1/20 McTaggart-Brunetta: THAT the following appointments be approved for the year ending December 31, 2020
 - 1) President/Chairperson: Gordon McBride
 - 2) Vice President/Vice Chairperson: Charleen Mallory
 - 3) Treasurer: Cami GrayAnd further that Kathryn Lawson is confirmed as Secretary to the Board.

CARRIED

2. Approval of Agenda as presented.

- 2.1 Session No. 1 dated June 18, 2020.

- 2/20 McTaggart-Beadle: THAT the June 18, 2020 agenda as prepared be approved as presented.

CARRIED

3. Disclosure of pecuniary interest and the general nature thereof - no items declared

4. Approval of Previous Minutes

- 4.1 Session No. 4 - Annual General Meeting dated December 12, 2019.

- 3/20 McTaggart-Brunetta: THAT the minutes of the Annual General Meeting dated December 12, 2020 be approved as distributed.

CARRIED

5. New Business

- 5.1 2020 Draft Budget.

- 4/20 Gray-McTaggart: THAT the 2020 Draft Budget as presented by Rainy River District Social Services Board be approved.

CARRIED

- 5.2 Financial Statements for the Months Ending:
 - 1) November 30, 2019;
 - 2) December 31, 2019;
 - 3) January 31, 2020;
 - 4) February 29, 2020;
 - 5) March 31, 2020;
 - 6) April 30, 2020;
 - 7) May 31, 2020

5/20 Beadle-McTaggart: THAT the financial statements for the months ending: November 30, 2019; December 31, 2019; January 31, 2020; February 29, 2020; March 31, 2020; April 30, 2020; and May 31, 2020 be approved as presented by Rainy River District Social Services Administration Board.

CARRIED

6. Standing Items

- 6.1 Agenda Template - received as information.

- 7. **Adjourn / Next Meeting Date - Make up meeting date tbd**
The meeting adjourned *sine die* at 12:35 p.m. The next meeting will be held July 16, 2020 to allow for the presentations of the 2019 Audited Financial Statements.

President / Chairperson

Secretary

TOWN OF FORT FRANCES

MINUTES

SESSION NO. 002

July 16, 2020

The meeting of Fort Frances Municipal Non-Profit Housing Corporation of the Town of Fort Frances was held in the Committee Room, Civic Centre on July 16, 2020 from Noon to 12:16 p.m. and virtually for members off-site Roll call was completed by K.M. Lawson, Board Secretary to confirm all attendees.

PRESENT: G. McBride, Chair, D. McTaggart, C. Mallory, C. Gray, Councillor W. Brunetta, Councillor A. Hallikas

ALSO PRESENT: R. Gustafson, Mgr. A&A, BDO Canada LLP, K. Lawson. Board Secretary

REGRETS: G. Beadle, S. Weir, Integrated Services Manager - Housing, RRDSSAB (technical difficulties) and F. Sinninghe, Financial Analyst, RRFDC

1. Call to Order - Noon

2. Approval of Agenda as presented.

2.1 Session No. 2 dated July 16, 2020.

6/20 Gray-McTaggart: THAT the July 16, 2020 agenda as prepared be approved.

CARRIED

3. Disclosure of pecuniary interest and the general nature thereof - No matters identified

4. New Business

4.1 Presentation from BDO Canada LLP - Fort Frances Non-Profit Housing Corporation - Audited Financial Statements for the year ended December 31, 2019.
- Rebecca Gustafson, CPA, CA - Manager A&A was in attendance to provide an overview of the Audited Financial Statements as prepared by BDO Canada LLP.

7/20 McTaggart-Gray: THAT the presentation of the Frances Municipal Non-Profit Housing Corporation Draft 2019 Audited Financial Statements by BDO Canada LLP be received.

CARRIED

8/20 Gray-McTaggart: THAT the Fort Frances Municipal Non-Profit Housing Corporation Draft Consolidated Financial Statements for the year ended December 31, 2019 as prepared by BDO Canada LLP be hereby approved.

CARRIED

9/20 McTaggart-Gray: THAT the following documentation arising from the presentation of the 2019 Audited Financial Statements be hereby approved for execution by the Fort Frances Non-Profit Housing Corporation Board:

- Audited Financial statements - 2 signatures
- Engagement Letter - 1 signature
- Representation Letter - 2 signatures
- Adjusting journal entries - 1 signature
- Corporate Tax Return & NPO Return - 1 signature
- Annual Information Return (AIR) - 2 signatures
- AIR Page A2 - 1 signature
- AIR Engagement Letter - 1 signature
- AIR Representation Letter - 2 signatures
- AIR Specified Procedures Report - 1 signature

CARRIED

5. **Standing Items**

5.1 Agenda Template. - received as information.

6. **Adjourn / Next Meeting Date - September 17, 2020**
The meeting was adjourned *sine die* at 12:16 p.m.

President / Chairperson

Secretary

TOWN OF FORT FRANCESMINUTESSESSION NO. #012August 5, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Skype (virtual meeting resources) on August 5th, 2020 from 8:30 a.m. to 9:11 a.m.

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

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

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the meeting on July 8, 2020 - the minutes were approved as amended.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Award of Tender 20-OF-09 - 2020 Zoom Camera Inspection of Storm Sewers - This project was not awarded in 2020.

5.2 Award of Tender 20-OF-11 - 2020 Kings Highway Reconstruction - the administration report was approved as presented.

5.3 April 2020 Drinking Water Systems Monthly Summary Report - the water summary report for April was approved as amended.

5.4 May 2020 Drinking Water Systems Monthly Summary Report - the May water summary report was approved as amended.

- 5.5 June 2020 Drinking Water Systems Monthly Summary Report - the June water summary report was approved as amended.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility June 2020 Monthly Report - the wastewater report was reviewed and will be forwarded to Council as information only. No action required.
- 6.2 Operations and Facilities Division - Environmental Area - Operations Statistics - April - May - June, 2020

7 Adjourn / Next Meeting Date

- 7.1 The meeting was adjourned at 9:11 a.m.

Next Meeting September 9, 2020.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #013September 9, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Skype (virtual meeting resources) on September 9, 2020 from 8:30 a.m. to 9:50 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO, Craig Miller Environmental Superintendent (9:00 a.m. to 9:37 a.m.) and Randy Thoms (8:40 a.m. to 9:50 a.m.)

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on August 5th, 2020 - the minutes from the previous meeting were approved as presented.

4 Non-agenda Items

4.1 None

5 Items Referred from Council

5.1 Letter Dated July 10th from Ann McEwan re: Lighting on 5th Street East - the administration report was approved as presented.

6 New Business

6.1 Extension Agreement with Emterra for Recycling Transportation and Processing - proceed as directed.

6.2 Re: 2019/2020 Connecting Link Program Funding Agreement - Kings Highway

Reconstruction - the administration report was approved as presented.

- 6.3 Sewer Rooting - Requests for Reimbursement - the administration report was approved as presented.
- 6.4 Entering into a new Terminal Kiosk Lease with Northern Youth Programs - administration report was approved as presented.
- 6.5 Drinking Water Quality Management Systems Management Review - the Management Review was approved as amended.

7 Information

- 7.1 Fort Frances Wastewater Treatment Facility July 2020 Monthly Report - the report was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Tonnage at the Landfill Site - updated September 2, 2020 - the report was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Sewer and Water Data for 2020 - updated September 2, 2020 - the report was reviewed and will be forwarded to Council as information only. No action required.

8 Adjourn / Next Meeting Date

- 8.1 Meeting adjourned at 9:50 a.m.

Next meeting September 23, 2020.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESCOMMITTEE OF
ADJUSTMENTJune 24, 2020

The meeting of Committee of Adjustment of the Town of Fort Frances was held in the Virtually on June 24, 2020 from 5:30 p.m. to 6:01 p.m.

PRESENT: Gary Rogozinski (Chair), Donald Taylor, Barry Jackson

ALSO PRESENT: Cody Vangel, Jeffrey Ogden, Mitch Lepage, Stacey Jack, Kim Cornell

1. Call to Order
5:30pm

2. Non-agenda items
None.

3. Declarations, Municipal Conflict of Interest Act
None.

4. Minutes of Previous Meetings

4.1 June 4, 2020

- Approved as presented.

Moved by Barry Jackson, seconded by Donald Taylor

5. Committee Applications

5.1 A3-2020: Application for Minor Variance 305 Kirsti Place

- Secretary Treasurer provided verbal summary of application
- Jeffrey Ogden had the opportunity to speak to the application
- The Committee was provided the opportunity to ask questions
- The Committee engaged in a brief discussion on the application and subsequently approved the application with the following conditions:
 - That the owner applies for a building permit within one year of date of decision
 - That the owner ensure drainage from the proposed garage be directed towards Pit Road #1

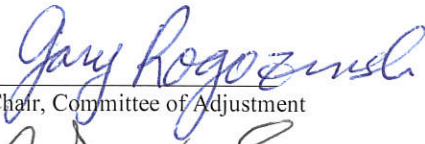
All Committee members present for the application voted in favour of the proposal.

6. Other Business

6.1 Riversedge Request for Consent (A1-2020) Conditions Reconsideration

- The Committee engaged in a lengthy discussion with 2670568 Ontario Ltd. (Riversedge Developments) on the request for condition reconsideration
- Condition #3: The Committee entertained the consideration to amend condition #3 to read in approximate terms "That the owner not be in default of said tax payment plan agreement". During this meeting the Committee did not confirm, agree upon or approve an amendment to condition #3, such that appropriate verbiage will be drafted and brought forward to a future meeting of the Committee of Adjustment for consideration and vote.
- Condition #8: The Committee would entertain the request for condition #8 to be removed only after a Surveyor's Real Property Report or Site Plan with signed affidavit be provided. The Committee would like to see how the proposed lot creation and existing buildings fit within the Zoning By-Law 03/14 specifications before considering to remove such condition. Upon reception of the requested information, consideration to remove such condition would be brought forward to a future meeting of the Committee of Adjustment for consideration and vote.

7. Meeting Close
6:01pm


Chair, Committee of Adjustment


C. Vangel, Chief Building Official / Municipal Planner
Secretary to Committee of Adjustment

TOWN OF FORT FRANCES

MINUTES

COMMITTEE OF
ADJUSTMENT

July 14, 2020

The meeting of Committee of Adjustment of the Town of Fort Frances was Held Virtually on July 14, 2020 from 5:30 p.m. to 5:39 p.m.

PRESENT: Gary Rogozinski (Chair), Charleen Mallory, Donald Taylor, Barry Jackson, Don Eldridge

ALSO PRESENT: Cody Vangel, CBO/Municipal Planner, Stacey Jack, Mitch Lepage

1. **Call to Order**
5:30pm
2. **Non-agenda items**
None
3. **Declarations, Municipal Conflict of Interest Act**
None
4. **Minutes of Previous Meetings**
 - 4.1 June 24, 2020
 - Approved as presentedMoved by Charleen Mallory, Seconded by Donald Taylor
5. **Outstanding Items**
 - 5.1 2670568 Ontario Ltd. (Riversedge Developments Inc.) Request for Consent (A1-2020) Conditions Reconsideration
 - Brief discussion was held on the item.
 - The Committee had the opportunity to ask questions
 - The applicant had an opportunity to discuss the request
 - The Committee agreed to amend condition #3 to read as follows "That 2670568 Ontario Ltd. is not in default of the agreement entered between the Town of Fort Frances and 2670568 Ontario Ltd. with regard to a tax and interest payment plan."
 - The Committee agreed to remove condition #8
 - All Committee members present agreed to the revised conditions
6. **Other Business**
None
7. **Meeting Close**
5:39pm


Chair, Committee of Adjustment


C. Vangel, Chief Building Official / Municipal Planner

Secretary to Committee of Adjustment

TOWN OF FORT FRANCES

MINUTES

COMMITTEE OF
ADJUSTMENT

August 12, 2020

The meeting of Committee of Adjustment of the Town of Fort Frances was Held Virtually on August 12, 2020 from 5:30 p.m. to 6:04 p.m.

PRESENT: Gary Rogozinski (Chair), Charleen Mallory, Donald Taylor, Barry Jackson, Don Eldridge

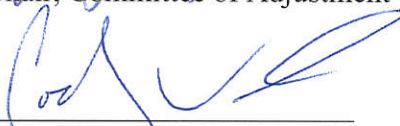
ALSO PRESENT: Cody Vangel, CBO/Municipal Planner, Ian McKay, Bailey Jewell, Ryan Lundy

1. **Call to Order**
5:30pm
2. **Non-agenda items**
None
3. **Declarations, Municipal Conflict of Interest Act**
None
4. **Minutes of Previous Meetings**
 - 4.1 July 14, 2020
 - Approved as presentedMoved by Don Eldridge, seconded by Barry Jackson
5. **Committee Applications**
 - 5.1 A4-2020 1210 Third Street East - Minor Variance
 - Brief discussion was held on this item.
 - No representative was present from the applicant.
 - All committee memebrs present voted in favour of the application with the condition that the proposed deck never be enclosed or covered.
 - 5.2 B3-2020: Eighth Street East - Removal of Holding Provision (Lundy)
 - The applicant provided a summary of their application.
 - The committee had the opportunity to ask questions.
 - All committee members present voted in favor to recommend approval subject to the following conditions:
 - That prior to any development in, on, or with respect to the property, the owner shall have executed an agreement in form and substance satisfactory to the municipality as to or in respect of existing and future water and septic services in, on, and to the property including, without limitation, provisions confirming responsibility and liability of the owner(s) for and in respect of services whether past, current or future
 - That the above stated agreement provide verbiage relating to mandatory connection to municipal water and sewer in the event they are ever extended to the property in the future
 - That the above stated agreement include verbiage regarding noise and vibration due to proximity to the railway
 - 5.3 B4-2020: 840 Sixth Street West - Zoning Exception
 - The applicant provided a summary of their application.
 - The committee had the opportunity to ask questions.
 - All committee members present voted in favor to recommend approval

6. Other Business

- 6.1 Ryan Lundy Request for Private Well and Septic Services - Eighth Street East
- Brief discussion was held on this item.
 - All committee members present voted in favor to recommend approval

7. Meeting Close
6:04pm


Chair, Committee of Adjustment
C. Vangel, Chief Building Official / Municipal Planner
Secretary to Committee of Adjustment