

# TOWN OF FORT FRANCES

## AGENDA - October 13, 2020

### MEETING - Council Chambers , Civic Centre

Page

**1. COUNCIL MEETING**

(Session No. 049) 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 CN & Fort Frances, presentation from D. Salvatore, Manager Public Affairs and S. Santelli, Senior Dangerous Goods Officer

4 - 17

**3. Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 E-mail from D. Mihichuk, resident of 1118 River Road West re:  
Tenting By-law and Homeless

18

- will be referred to the Planning & Development Executive Committee for recommendation.

**4. Approval of Council Minutes: \***

4.1 Session No. 048 dated September 28, 2020

**5. Approval of Committee of the Whole Minutes: \***

5.1 Session No. 049 dated September 28, 2020

**6. Resolutions from tonight's Committee meeting**

**7. By-Laws:**

7.1 By-law 03/14 - V being a by-law to amend Zoning By-law 03/14, as amended (840 Sixth Street West)

19

7.2 By-law 13/16 - A being a by-law to amend by-law 13/16, to authorize execution of a site plan control agreement as a condition of development with Syncor Contracting Ltd.

20

7.3 By-law 36/20 being a by-law to authorize the entering into of a

21 - 23

	Page
renewal lease agreement with John Myers at the Fort Frances Municipal Airport.	
7.4 By-law 37/20 being a by-law to authorize execution of a site plan control agreement as a condition of development with Friesen Five Inc. (814 Scott Street).	24 - 41
7.5 By-law 38/20 being a by-law to approve an agreement with MindBEACON Health Inc. for additional benefits re: Cognitive Behavioural Therapy.	42 - 54
<b>8. <u>Information Correspondence:</u></b>	
8.1 Letter from Town of Wasaga Beach re: Car Rally Concerns and Request Increased Penalties and Fines	55 - 57
8.2 Fire Marshal's Communique dated October 6, 2020	58 - 60
8.3 Letter from Township of Asphodel Norwood re: Cannabis Production	61 - 62
8.4 Letter from Township of Lake of Bays re: Reform to Municipal Insurance Policy	63 - 64
<b>9. <u>Minutes:</u></b>	
9.1 Administration & Finance Executive Committee - September 8, 2020	65 - 66
9.2 Planning & Development Executive Committee - September 8, 2020 and September 21, 2020	67 - 70
9.3 Operations & Facilities Executive Committee - September 23, 2020	71 - 72
9.4 Police Services Board - June 26, 2020	73 - 74
9.5 Downtown BIA - June 17, 2020	75 - 77
<b>10. <u>Non-agenda Items</u></b>	
<b>11. <u>In-Camera:</u></b>	
11.1 Litigation or Potential Litigation, including matters before administrative tribunals, affecting the municipality or local board: Update on Legal Matter	
11.2 A proposed or pending acquisition or disposition of land by the municipality or local board: Portage Avenue Property	
11.3 Personal matters about an identifiable individual, including municipal or local board employees: In Trust Funding	
<b>12. <u>Public Session Resumes</u></b>	
<b>13. <u>ADJOURNMENT</u></b>	

14. **\* Previously distributed to Council**
15. **\*\* Items can be viewed by contacting the Clerk**



# CN & Fort Frances

CN 101

Safety & Operations

CAPEX 2020

Incident Response

**Fort Frances Town Council Presentation**  
October 13, 2020 | Virtual Presentation



# Introductions

Daniel Salvatore  
Manager, Public Affairs (Ontario)

---

Steven Santelli  
Senior Dangerous Goods Officer

# Protecting CN Employees during COVID -19 Pandemic

Social distancing	Cleaning	Protecting our dispatchers
<ul style="list-style-type: none"><li>• We are:<ul style="list-style-type: none"><li>- Conducting job briefings over radio or by phone</li><li>- Staggering start times to avoid contact</li><li>- Spacing out and isolating work areas in buildings</li><li>- Encouraging people to drive their own vehicles to work</li><li>- Applying work-from-home and rotation policy for ~ 5000 employees.</li><li>- Mandatory use of face masks on CN property – May 1<sup>st</sup></li></ul></li></ul>	<ul style="list-style-type: none"><li>• We have reinforced cleaning activities in all work areas:<ul style="list-style-type: none"><li>- Main locations, including elevators, bathrooms, lunch and rest rooms</li><li>- Shops, booking in rooms, bunkhouses</li><li>- Team vehicles and buses for Engineering production gangs</li><li>- Tools</li></ul></li><li>• For crews and locomotives:<ul style="list-style-type: none"><li>- Additional wipes are provided in crew packs</li><li>- Disinfecting locomotives at each arriving event</li></ul></li></ul>	<ul style="list-style-type: none"><li>• Split dispatchers in different locations</li><li>• Assigned dedicated parking spots and elevator</li><li>• Nurses/medical personnel positioned at each center to test for symptoms</li><li>• Entrances secured to only vital Operations personnel</li><li>• Extra cleaning in place for each work station, bathrooms, lunch and rest rooms</li></ul>
Communication		
<ul style="list-style-type: none"><li>• Daily messages to all employees on situation and measures taken</li><li>• Continuing to educate employees on measures in place – internal web page in place with centralized information available</li><li>• CN dedicated cross functional COVID-19 team, including 15-member CN Occupational Health Services team and contact tracking by CN Police</li></ul>		

# Who we are

A leading North American transportation and logistics company

CN is a world-class transportation leader and the only transcontinental railway in North America. Our 19,500 mile network spans Canada and Mid-America, connecting three coasts.

We offer fully integrated rail and other transportation services, including intermodal, trucking, freight forwarding, warehousing, and distribution. Our extensive network coupled with our unique supply chain partnerships provide connections to all points in North America and beyond.

CN handles over \$250 billion worth of goods, hauls about 20% of Canada's exports and carries more than 300 million tons of cargo annually.

If you eat it, drive it, or use it, chances are we move it.



## 2019 HIGHLIGHTS

**25,000+**

employees

**C\$15B**

in revenue

**62.5%**

operating ratio

**C\$3.9B**

in capital investments

**19,500**

route miles

**C\$84B**

market capitalization

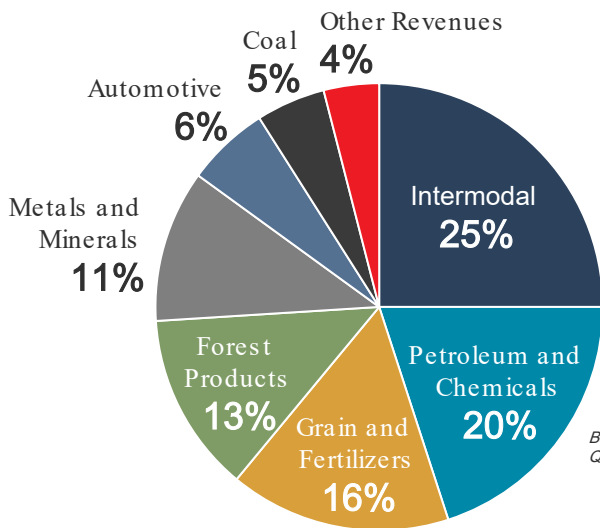
**5.9 million**

carloads

# Our franchise

Unparalleled reach coupled with profound geographic and product diversity

## Well-diversified portfolio



Based on  
Q2 2019 revenues

Global West 25%

Domestic Canada 16%

Transborder 35%

Southbound 24%  
Northbound 11%

Domestic U.S. 15%

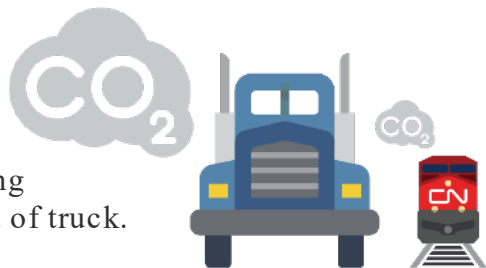
Global South 4%

Global East 5%

# The benefits of shipping rail

75%

GHG reduction moving freight by rail instead of truck.



4X

Railroads are approximately four times more fuel efficient than trucks. Leveraging rail for the long haul and trucking over shorter distances reduces GHG emissions.



479 miles

One train can move on average a ton of freight 479 miles on a single gallon of fuel.



300 trucks

A single freight train can replace over 300 big trucks.



Sources: The Railway Association of Canada; The Association of American Railroad



Providing an environmentally friendly way to move goods

# Ontario by the Numbers

**3,970**

Railroaders employed

**\$326M**

Capital investments

**2,541**

Route miles operated

**\$145M**

Paid in taxes

**\$2.8B**

Local spending

**\$5.2M**

Community partnerships



## TOP THREE COMMODITIES



Intermodal



Automotive



Metals

AGENDA ITEM #2.1

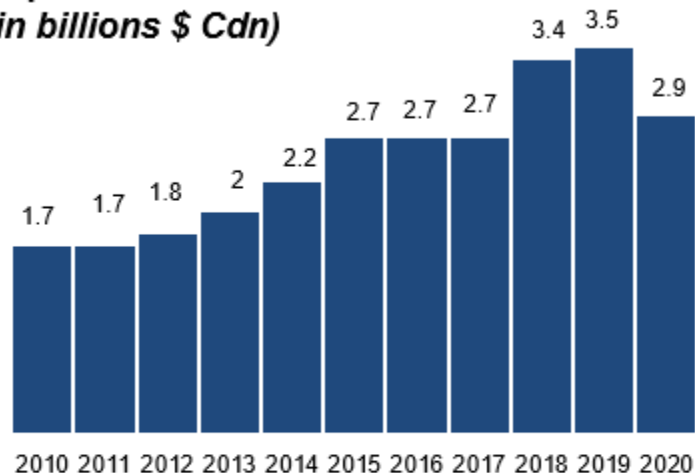
# CN's 2020 CAPEX Program

## \$310 million

### Invested in Ontario in 2020

- Replacement of more than 60 miles of rail
- Installation of approximately 195,000 new railroad ties
- Rebuild of 86 road crossing surfaces
- Maintenance work on bridges, culverts, signal systems and other track infrastructure

Capital Investments  
(in billions \$ Cdn)



~C \$27B

capital investments  
from 2010 to 2020

# Dangerous Goods

Dangerous goods are materials used every day in the goods and products we consume, in our water treatment plants, in our automobiles and other common products. Rail keeps large volumes of these commodities off the roads and highways. CN regularly shares information about dangerous goods and emergency response with communities across its network.



# Dangerous Goods

CN's emergency response plan must be designed and maintained to be applicable to any emergency incident at any location on our network. CN's Dangerous Goods Team regularly reviews the types and quantities of dangerous goods traffic transported across each Province and conducts an analysis of the response measures required and resources available to respond everywhere at any time. When our analysis reveals an area where we can improve, our teams work quickly to address the issue. You can find more information about our Emergency response measures as well as a map of our Emergency Response Resources at [cn.ca/dg](https://cn.ca/dg)

## Training

Online courses, links and access to various training resources

## Resources

Mobile applications, Web tools and dangerous goods reports

## Guides

Reference materials, handbooks and manuals

## Contacts

DG Officers across the CN network, various railroads

# AskRail

## AskRail

The AskRail® app is a safety tool that provides qualified first responders immediate access to accurate, timely data about what type of hazardous materials a railcar is carrying so they can make an informed decision about how to respond to a rail emergency. AskRail is a backup resource if information from the train conductor or train consist is not available.

## Benefits of Ask Rail

- Access to the real-time data about contents of railcars
- Search to see whether a train is carrying dangerous goods
- View railroad emergency contact information



# Safety in CN Operations

Specific to Fort Frances Area

- **Annual Inspections**

Detailed inspections of crossings and turnouts

Joint bar inspections

- **Semi-Annual Inspections**

Track geometry inspections

- **Monthly Inspections**

Rail flaw detections (TC mandates 4 times per year)

- **Weekly Inspections**

Travelled or traversed at minimum twice per week

ATIP inspections at minimum twice per week

Lights & bells at crossings inspected weekly

\*Note: extreme temperatures of -30 or +25 degrees result in increased frequency of above inspections

## Autonomous Track Inspection Program

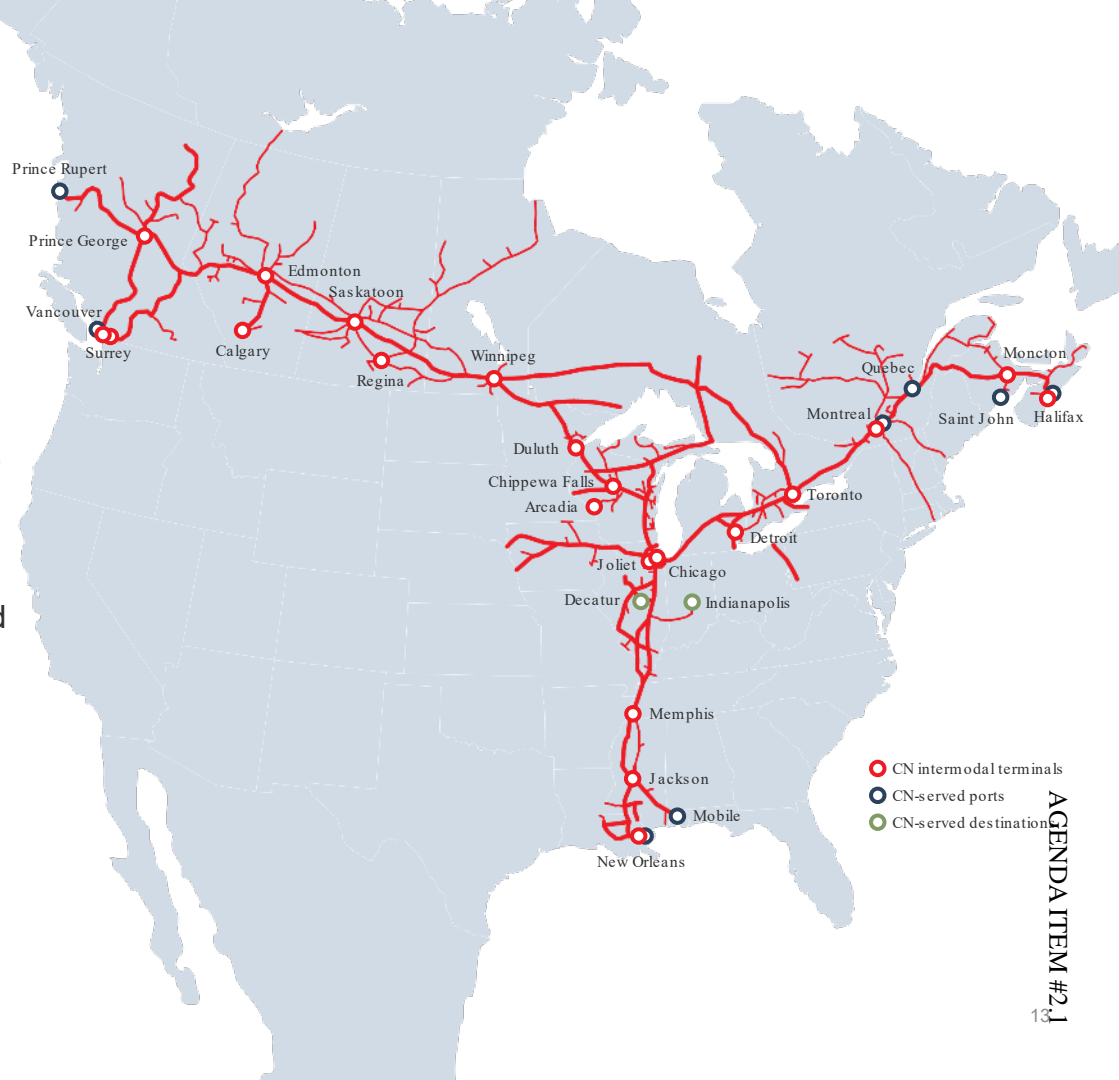


CN AITP car at MacMillan Yard, Toronto.

- Uses latest sensor and AI technology to develop fully automated track inspection
- Sends automated alerts to CN Maintenance team
- Embedded in train service

# Incident Response

- Immediate notification begins with outreach to local police service and first responders
- CN crews are mobilized to get to site (DGO's, CNPS, response crews)
- PAGA team reaches out to the Mayor and CAO and continues to keep in communication during and well after incident
- Coordination between local first responders and CN throughout the process
- CN remains involved with community where an incident occurs until things have been made right



Thank you



**From:** [Kathy Lawson](#) on behalf of [Town](#)  
**To:** [Lisa Slomke](#)  
**Subject:** FW: Mayor and Council: Do not Sweep Homeless Under the Rug!  
**Date:** Wednesday, October 7, 2020 8:48:51 AM

---



---

**From:** Dawson Mihichuk <dmihi042@uottawa.ca>  
**Sent:** Tuesday, October 6, 2020 11:53 AM  
**To:** Town <town@fortfrances.ca>  
**Subject:** Mayor and Council: Do not Sweep Homeless Under the Rug!

Dear Mayor and Council,

I am writing in strong opposition to the proposed "tenting bylaw" which I became aware of through B93.1 FM. This bylaw has the potential of criminalizing the most vulnerable in our society for the crime of simply existing, and trying to scrape by with the closest semblance to having a roof over their heads. Passing this bylaw would send the strong signal that homeless are "lesser than" and are not to be treated with respect. This bylaw would subject the homeless to harassment and intimidation by the community and police. This is a "band-aid solution" without addressing the root cause.

People feel inconvenienced by homeless individuals, but imagine how they feel: as though their entire society has given up on them. The solution is not to sweep them under the rug and pass measures aimed at having them persecuted and arrested simply for existing. The solution is *housing first*, ensuring that these individuals are given housing and support services.

Treat these people with kindness and compassion, and as individuals down on their luck. Not as criminals that are a burden on society.

Do the right thing,

Dawson Mihichuk  
 1118 River Rd. W.  
 Fort Frances

TOWN OF FORT FRANCES

BY-LAW NO. 03/14-V

(Being a By-Law to amend Zoning By-Law #03/14, as amended – *840 Sixth Street West*)

**WHEREAS** an application has been submitted by authorized agent, Ian McKay, to request the inclusion of a site-specific permitted use as a Recreation or Fitness Establishment at 840 Sixth Street West, legally described as, PCL 24-1 SEC 48M357; LT 24 PL 48M357 MCIRVINE; FORT FRANCES.

**AND WHEREAS** in accordance with Section 34(12) of The Planning Act a Public Meeting was held on Monday, September 28, 2020 to consider a Zoning By-Law Amendment, proper notice of which was given on August 27, 2020 in accordance with the requirements of Ontario Regulation 545/06.

**AND WHEREAS** at it's meeting held September 28, 2020, Council approved a report from the Chief Building Official/Municipal Planner, supported by the Planning and Development Executive Committee and the Committee of Adjustment, that the property known as *840 Sixth Street West* be rezoned to permit a recreation or fitness establishment as a site-specific permitted use.

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

1. That Town of Fort Frances Zoning By-Law #03/14, notwithstanding any of the provisions of By-Law No. 03/14, in addition to the permitted uses and regulations for permitted uses of the "Light Industrial (M1) Zone", a Recreation or Fitness Establishment is added as a site-specific permitted use and shall apply to the land known as 840 Sixth Street West.
2. That this By-Law shall come into force and take effect upon the final passing thereof as provided in The Planning Act c. 13 R.S.O. 1990, as amended, and thereon shall be effective from the date of its passing subject to the applicable appeal period as per The Planning Act.

READ THREE TIMES and finally passed in open Council this 13<sup>th</sup> day of October 2020.

per: \_\_\_\_\_  
J. Caul, Mayor

per: \_\_\_\_\_  
E. Slomke, Clerk

**TOWN OF FORT FRANCES**

**BY-LAW NO. 38/16 - A**

(Being a By-Law to amend by-law 38/16, being a by-law authorize execution of a site plan control agreement as a condition of development with Syncor Contracting Limited)

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

**AND WHEREAS**, the entering into of a Site Plan Control Agreement is one of the sales conditions required of the purchaser by the Town as part of the Agreement of Purchase and Sale authorized under By-law 13/16.

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held May 9, 2016 approved the report from the Interim Municipal Planner to designate Pt Lot 151 and Lots 152 to 154 on Plan ALB as a Site Plan Control Area and further that a Site Plan Agreement be approved;

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held September 14, 2020 approved the report from the CBO / Municipal Planner to retract the site plan control agreement from Title of the land as requested by Syncor Contracting Ltd.

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

1. That the Site Plan Control Agreement be now removed from Title.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 13<sup>th</sup> day of October 2020.

\_\_\_\_\_  
J. Caul, MAYOR

\_\_\_\_\_  
E. Slomke, CLERK

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to authorize the entering into of a renewal lease agreement with John Myers at the Fort Frances Municipal Airport)

WHEREAS by enacting By-Law No. 34/04 on August 30, 2004, Council approved entering into a 25-year lease agreement renewable every five years with John Myers for a hangar lot at the Fort Frances Municipal Airport.

AND WHEREAS on September 8, 2014, Council approved a renewal for five years of said agreement from July 1<sup>st</sup>, 2014 to June 30<sup>th</sup>, 2019;

AND WHEREAS on September 28, 2020, Council approved a report from T. Rob, Manager of Operations and Facilities to approve a renewal for five years of said agreement from July 1, 2020 to June 30, 2025.

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

1. That the following lease renewal agreement, in the form attached hereto as Schedule "A" to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:
  - a) John Myers, (hangar lot lease with term July 1<sup>st</sup>, 2020 to June 30<sup>th</sup>, 2025).

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 13<sup>th</sup> day of October 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**THIS AGREEMENT** made this 1st day of July, Two Thousand and Twenty

**BETWEEN:**

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(The “Town”)

-And-

JOHN MYERS  
(The “Tenant”)

**WHEREAS:**

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated July 1, 2004 with respect to the property (“Demised Premises”) described as: A hangar lot comprising of approximately 400 square meters at the Fort Frances Airport.
- B. The copy of the lease dated July 1, 2004, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end June 30, 2020.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from July 1, 2020 to and including June 30, 2025 on substantially the same terms and conditions as set out in the Lease.

**NOW THEREFORE** the Parties agree as follows:

- 1. The Town agreed to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including July 1, 2020 to June 30, 2025.
- 2. The annual amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term July 1, 2020 to June 30, 2025 shall be the sum of \$858.80, HST included, which amount shall be payable by the Tenant to the Town upon the signing of this agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

**IN WITNESS WHERE OF** the Parties have executed this Agreement.

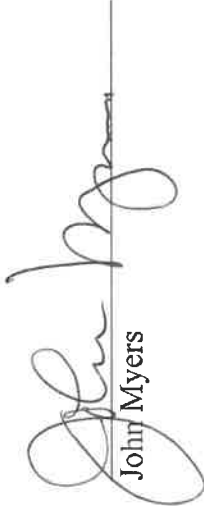
For the Corporation of the Town of Fort Frances:

Per: \_\_\_\_\_  
Mayor

Per: \_\_\_\_\_  
Clerk

For John Myers

Witness:  \_\_\_\_\_  
Per: \_\_\_\_\_

 \_\_\_\_\_  
John Myers

**TOWN OF FORT FRANCES  
BY-LAW NO. XX/XX**

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

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

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

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held October 13, 2020 approved the report from C. Vangel, CBO/Municipal Planner, as supported by the Planning & Development Executive Committee, to designate property located at 814 Scott Street as a Site Plan Control Area and further that a Site Plan Agreement be approved;

**AND WHEREAS** Mayor and Clerk of the Town of Fort Frances are authorized to execute the Site Plan Control Agreement.

**NOW THEREFORE** Council for the Corporation of the Town of Fort Frances

**HEREBY ENACTS** as follows:

1. That lands municipally known as 814 Scott Street, Fort Frances (PCL 411-1 AND PCL 411-2 SEC ALBTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.) is hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Friesen Five Inc. and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 13<sup>th</sup> day of October 2020.

---

J.Caul, MAYOR

---

E.Slomke, CLERK

SITE PLAN AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2020.

B E T W E E N:

\_\_\_\_\_  
(the “Owner”)

- and -

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

WHEREAS:

- A. The Owner has represented to the Municipality that the Owner is the registered and beneficial owner of the lands and premises (the “Lands”) legally described in **Schedule 1** hereto;
- B. The Owner wishes to construct and develop, in and on the Lands or a portion thereof, **an 18 unit three storey apartment building** (herein sometimes referred to as the “Development” or “Proposed Development”);
- C. By an application dated \_\_\_\_\_, the Owner applied to the Municipality for site plan approval in respect of the Proposed Development;
- D. The Municipality provided approval of the Application in respect of the Proposed Development subject to certain conditions;
- E. The Owner has submitted to the Municipality the Plans and Drawings (as “Plans and Drawings” are defined in paragraph 3 of this Agreement) in respect of such Proposed Development by the Owner of the Lands; and
- F. s. 41(10) of the Planning Act (as “Planning Act” is defined in paragraph 3 of this Agreement) (the “Planning Act”) permits the registration of this Agreement against the Lands.

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

The Lands

- 1. The Lands affected by this Agreement are as follows: the lands and premises municipally described as \_\_\_\_\_, more particularly described in **Schedule 1** attached hereto.

Schedules

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

-2-

## Definitions

## 3. In this Agreement:

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

The Owner shall, further:

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

## Terms and Conditions - General

## 4. The Owner:

- (a) covenants and agrees to develop the Lands and do, construct, and build all Works, whether internal or external to the Lands in strict compliance with the Plans and Drawings;
- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality have been prepared in a good and workmanlike manner, are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the Proposed Development, namely the construction, development, and completion, in accordance with the terms and conditions contained in this Agreement of **an 18 unit three storey apartment building**. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;

-3-

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

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

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

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

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

- (k) that the Municipality shall be entitled, in its sole and unfettered discretion and at the sole cost and expense of the Owner, to retain the services of an independent qualified engineer to review all documentation submitted to the Municipality by the Owner and to conduct necessary inspections and otherwise of and in respect of the Works; and
- (l) that once all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement have been completed to the satisfaction of the Municipality, and in accordance with all Municipal specifications, the laws and requirements of all authorities having jurisdiction, and in a good and workmanlike manner, the Owner shall maintain such Works in accordance with the requirements of all authorities having jurisdiction until this Agreement is amended to provide otherwise or is otherwise released from title to

-4-

the Lands. In the event that any of the internal Works are not being maintained in accordance with all applicable laws and requirements of all authorities having jurisdiction, or if the Owner is otherwise in default of this Agreement, the Municipality may, on written notice to the Owner, require the Owner to comply with the terms of this Agreement.

5. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and other representatives and other Persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
6. The Owner covenants and agrees as follows:
  - (a) Not to foul the highways leading to the Lands and to provide on all construction accesses leading to the Lands, an interim granular surface to prevent mud or dust from fouling any roads.
  - (b) Not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps and driveways are constructed and installed to the Municipality's specifications.
  - (c) To install curbing to the Municipality's specifications along the approach ramps between the property line and the street, and at all locations shown on the Plans and Drawings.
  - (d) To provide fire access route signs, to locate such number of fire hydrants and size of watermains as approved by the Municipality and to satisfy any and all requirements of the Municipality's Fire Chief or the Fire Chief's designate at the Owner's sole cost and expense.
  - (e) To ensure, provide, and maintain, a proper plan with regard to ambulance and other emergency response and related measures and services.
  - (f) To ensure, provide, and maintain a proper access route for fire, ambulance, and other emergency response and related measures and services.
  - (g) To pave with asphalt or concrete all parking, loading, and walkway areas on the Lands to the Municipality's requirements and specifications. No parking or loading zone shall be permitted on any of the Lands unless all areas for which parking and loading are permitted are paved. All handicapped parking spaces shall be so identified with appropriate signage to the satisfaction of the Municipality. All parking and loading areas shall be constructed and maintained to the Municipality's satisfaction.
  - (h) To design, install, and maintain, in accordance with the Plans and Drawings, light standards, fixtures and illumination devices to adequately illuminate the Lands but to also prevent the spread of light onto other properties or onto public highways.
  - (i) To complete and maintain landscaping and planting on the Lands in accordance with the Plans and Drawings.
  - (j) Not to permit any refuse, junk, debris or other material to be deposited on any lands, school lands, or park lands in the area, and that any such refuse, junk, debris, or other material will be removed from the Lands at the expense of the Owner. If the Owner fails to remove the aforesaid material within a period of 48 hours from the time of delivery of written notice to the Owner, the Municipality may enter the Lands and remove the said material and the Owner shall pay for all costs and expenses incurred by the Municipality and the Owner further agrees that the Municipality shall be entitled to charge same against, and take any such costs and expenses from, any Security.
  - (k) To design, prior to construction, a waste management system for the collection, storage, and disposal of waste and recyclable materials, to implement such system and to maintain same following occupancy of the Proposed Development to the satisfaction of the Municipality.
  - (l) To provide internal recycling and garbage areas sufficient to contain the required number of containers and materials.
  - (m) To convey to the Municipality any easements or land (if any) required by the Municipality for the construction, maintenance and improvement of watercourses, ditches, and land drainage works, sewage facilities, and other public utilities.
  - (n) To obtain written confirmation from the appropriate Persons that all utility requirements for the Lands (including but not limited to telephone, telecommunications, hydro-electric power, gas, and postal services), have been satisfactorily arranged and installed, that servicing for same will be provided without any expense, cost, or obligation on the part of the Municipality, and that all requisite documents and otherwise have been or will be provided to such Persons.

-5-

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

7. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and regulations, and in

-6-

a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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

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

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

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

#### Terms and Conditions - Other

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

-7-

and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Guarantee and Maintenance Period") of one (1) year from the date of certification by the Municipality of completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in any and all such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, or maintained to the satisfaction of the Municipality, or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

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

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

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

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

#### Financial Conditions, Security, and Insurance

12. The Owner covenants and agrees to:

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

13. (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, (a) letter(s) of credit (collectively, the "Letter of Credit") in the amount set out in **Schedule 5** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 6** attached hereto.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out any Works, matter, or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, or thing, the Municipality shall be entitled to (in addition and without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity), without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding work, matters, and things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.

-8-

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

## Administration

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

[REDACTED]

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

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

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

Attention: Clerk

Facsimile: 807.274.8479

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

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

-10-

provision thereof as amended, revised, re-enacted or consolidated from time to time and any successor legislation thereto.

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

-11-

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

per \_\_\_\_\_  
Name:  
Title:

per \_\_\_\_\_  
Name:  
Title:

We have authority to bind the corporation

**The Corporation of the Town of Fort Frances**

per \_\_\_\_\_  
Name: J. Caul,  
Title: Mayor

per \_\_\_\_\_  
Name: E. Slomke,  
Title: Town Clerk

We have authority to bind the Municipality

**Schedule 1**

Legal Description of Lands

PCL 411-1 AND PCL 411-2 SEC ALTP; PT LT 411 TOWN PLOT ALBERTON AS IN SP2679, SLT19234, SLT52154, SLT99405 EXCEPT SLT30028; FORT FRANCES.

**Schedule 2**

Solicitor’s Certificate of Ownership

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

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

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

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

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

DATED at \_\_\_\_\_, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Solicitor for the Owner

-14-

### **Schedule 3**

#### **Schedule of Financial Obligations of the Owner**

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

**Schedule 4**

List of Plans and Drawings  
(Appendix 'A')

01 – Site & Landscaping Plan
02 – Schedules & Notes
03 – Foundation Plan
04 – L1 Floorplan
05 – L2 Floorplan
06 – L3 Floorplan
07 – Elevations – FB
08 – Elevations – LR
09 – 2 <sup>nd</sup> Floor Joist Plan
10 – 3 <sup>rd</sup> Floor Joist Plan
11 – Cross Section
12 – Tall Sections
13 – Sections
Civil Works Plans
Stormwater Management Plan

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

16-

**Schedule 5**

Letters of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement	
--	--

\*\* If project value changes, then Letter of Credit value will be amended accordingly.

-17-

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

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

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx~20**

(BEING a by-law to approve an agreement with MindBEACON Health Inc. for additional benefits re: Cognitive Behavioural Therapy)

WHEREAS on September 28, 2020, Council approved a recommendation from the Administration & Finance Executive Committee to engage MindBEACON Health Inc. to provide additional benefits to Town employees in the form of internet Cognitive Behavioural Therapy;

AND WHEREAS it is appropriate for the Town to enter into a formal agreement for said services with MindBEACON Health 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 MindBEACON Health 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 13<sup>th</sup> day of October 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

## BEACON DRAFT

October 8<sup>th</sup> 2020

**The Corporation of the Town of Fort Frances**  
**320 Portage Avenue**  
**Fort Frances, ON**

This letter agreement (the “**Agreement**”) sets out the terms and conditions governing the provision by MindBEACON Health Inc. (the “**Supplier**”) of the CBT program for and on behalf of employees of The Corporation of the Town of Fort Frances. (the “**Corporation**” and together with the Supplier, the “**Parties**” and individually, a “**Party**”).

In consideration of the fees to be paid by the Corporation to the Supplier as set out herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Treatment:**

The Supplier will provide certain services (collectively, the “**Services**”), on a non-exclusive basis, for and on behalf employees of the Corporation and their related dependents in connection with its mental health treatment support program for employees and their related dependents, as specified in Schedule A attached hereto.

**2. Service Standards:**

The Supplier shall perform the Services with reasonable care, technical skill and diligence, and in a professional manner that complies with industry standards and best practices for the provision of services similar to the Services in the Province of Ontario or any other applicable region.

**3. Reporting:**

The Supplier will provide aggregated reports to the Corporation regarding participants in the program as more particularly described in Schedule A attached hereto.

**4. Fees:**

The fees payable by the Corporation to the Supplier in respect of the Services are as set out in Schedule B attached hereto. Payment of fees will be made by the Corporation to the Supplier within 30 days of an invoice being submitted by the Supplier. Interest will be charged on any payments that are overdue by 60 days or more at the rate of 1.5% per month.

**5. Term:**

This Agreement will be effective as of **November 2<sup>nd</sup>, 2020** (the “**Effective Date**”) and will terminate, unless terminated earlier in accordance with the provisions set out below under “*Termination*”, on the **November 2<sup>nd</sup> 2021. One year** (the “**Term**”), subject to renewals of additional one year terms upon terms to be mutually agreed upon between the Parties at least 60 days prior to the end of the Term (or any renewal period thereof).

**6. Termination:**

Either Party may terminate this Agreement for any reason whatsoever on 90 days' prior notice from one Party to the other. Upon termination, neither Party will have any further obligations to the other Party other than (i) the payment of any fees owing by the Corporation to the Supplier for Services performed up to the date of termination; and (ii) the completion of the provision of Services by the Supplier for any employees of the Corporation and their related dependents for which the Supplier has invoiced the Corporation in accordance with the terms of Schedule B and been paid for Services. Upon termination, the Supplier will provide to the Corporation a final aggregate report.

## **7. Regulatory Requirements:**

The Supplier will obtain and maintain, at its own expense, all necessary licenses, training, certifications and educational background for its personnel as required to provide the Services and as required by Applicable Law (as hereinafter defined). The Supplier will also be responsible for maintaining its business and providing the Services in good standing with all applicable regulatory agencies and authorities and ensuring that its personnel (including subcontractors) providing the Services comply with all statutory and regulatory approvals, registrations, license requirements and orders that are now or in the future applicable or are required to perform the Services in the applicable province.

For purposes of this Agreement:

**“Applicable Law”** means all statutes, by-laws, regulations, orders, judgments, decrees, rulings, regulatory requirements and guidelines, and requirements of any court of law, governmental or other public authorities having competent jurisdiction over this Agreement and the Parties hereto, and all amendments thereto, at any time and from time to time in force, and in respect of the Supplier, includes all requirements, policies, directives, guidelines, principles, rulings, orders, decisions interpretations, administrative views and practices of the regulatory body governing the practice of psychology in the applicable jurisdiction(s) including, without limitation, the standards of professional conduct or practice guide, policies and guidelines created by such regulatory body, at any time and from time to time in force.

## **8. Privacy:**

When the performance of the Services involves the collection, use, storage, or disclosure of Personal Information (as hereinafter defined), the Supplier shall comply with, and take all commercially reasonable steps to ensure that it complies with, the requirements of any and all Applicable Laws including, without limitation, all applicable privacy laws.

The Supplier's privacy policy is available at <http://www.mindbeacon.com/privacy>.

For purposes of this Agreement:

**“Corporation Data”** means any and all information relating to a Corporation employees or related dependents which specifically identifies such person as a Corporation employee or dependent such as, but not limited to, individual unique identifiers including case number, file number, etc., provided or made available to the Supplier pursuant to or in connection with the provision of the Services, directly or indirectly, and whether in printed, material, electronic, magnetic, optical or other form and agreed to by nature of appropriate consent of the individual.

**“Personal Information”** has the meaning set forth in the applicable privacy legislation and legislation applicable to regulated health professionals in any province in which the Services are being provided (and all regulations promulgated thereunder), including, but not limited to (i) information concerning the physical or mental health of the individual; (ii) information concerning any health service provided to the

individual; (iii) information that is collected in the course of providing health services to the individual; or (iv) information that is collected incidentally to the provision of health services to the individual.

#### **9. Security Procedures:**

Subject to the provisions set out under the heading “*Confidentiality*” below, the Supplier will, and will instruct its personnel and subcontractors to ensure that, no Corporation Data is used for any purpose whatsoever other than to provide the Services hereunder and, for greater certainty, shall keep all Corporation Data physically and logically secured and logically segregated from other client data. Notwithstanding the foregoing, Supplier may use Corporation Data to the extent that such data is de-identified (but for greater certainty, it may still be identified generally as Corporation employee or related dependent information). Such security processes and safeguards will be no less rigorous than the better of the best practices: (a) in the industry for similar services; or (b) that a reasonably prudent and diligent commercial entity would undertake in similar circumstances. For greater certainty, the Parties hereby acknowledge and agree that the Supplier shall access and use Corporation Data as required to enable Supplier to flag any Corporation employee or related dependent participating in the Supplier program as a Corporation employee or related dependent for Supplier’s internal administrative purposes.

In the event that the Corporation carries out an investigation into a suspected or actual security event, the Supplier will comply with reasonable requests for co-operation from the Corporation, including providing all necessary Corporation reports or Corporation Data relating to such security event and actively co-operating with the Corporation and any third party representative of the Corporation involved in such investigation, except where the provision of data or information may violate applicable privacy laws.

#### **10. Independent Contractor:**

No provision of this Agreement is intended to create or shall be construed to create any relationship between the Corporation and the Supplier other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither Party, nor any of their respective representatives, shall be construed to be the partner, agent, fiduciary, employee, or representative of the other and neither Party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the Party about which such representation is asserted.

#### **11. Compliance with Corporation Policies:**

The Supplier agrees to use its commercially reasonable efforts to adhere in all material respects to the standards in any procedures, guidelines or other policies or forms of written instructions promulgated by the Corporation from time to time and communicated to the Supplier with respect to the manner of maintaining and processing data and conducting operations with respect thereto (collectively, “**Corporation Policies**”). The Corporation shall have the reasonable right to update Corporation Policies from time to time, following which the Supplier and all of its personnel and permitted subcontractors shall comply with all such changes, within ninety (90) days of receipt of such updates from the Corporation. Notwithstanding the foregoing, the Supplier shall not be required to comply with any Corporation Policy if doing so would cause the Supplier to contravene any Applicable Laws or the Supplier’s own policies. To the extent that changes to Corporation Policies require the Supplier to incur significant cost and expense, the Corporation and the Supplier agree to negotiate in good faith the reimbursement of costs incurred by the Supplier or the fees paid by the Corporation for the Services as the case maybe.

#### **12. Insurance:**

During the Term, the Supplier will obtain and maintain reasonable limits and types of insurance coverage customary in the industry for a business of the type and size of the Supplier providing services similar to the Services. The Supplier will ensure that its personnel and subcontractors who are providing the Services have a reasonable amount of insurance to cover the Services that they are providing consistent with coverage customary in the industry for such personnel and subcontractors.

### **13. Audit of Books and Records:**

Subject to compliance with all Applicable Laws, the Corporation will have the right, upon reasonable notice to the Supplier, to audit and review certain of the Supplier's books and records relating to the provision of the Services in order to verify the Supplier's compliance with the terms of this Agreement.

### **14. Indemnification by Supplier:**

The Supplier shall defend, indemnify and hold the Corporation and its officers, directors and employees (collectively, the **"Corporation Indemnitees"**) harmless from and against any losses, demands, claims, suits, causes of actions, liabilities and damages (including taxes and related penalties) or threat thereof as and when they arise and all related costs and expenses, including reasonable legal fees and expenses and costs of litigation, arbitration, settlement, judgment, appeal, interest and penalties (collectively, **"Losses"**) from a third party claim as and when such Losses are suffered, arising out of, in connection with or relating to:

- (a) any breach of a representation, warranty or covenant made by the Supplier hereunder;
- (b) the Supplier's failure to obtain, maintain or comply with any licenses, approvals, consents or approvals for which the Supplier is responsible;
- (c) the Supplier's personnel or subcontractors' conduct being in violation of any Applicable Laws in respect of the provision of the Services; and
- (d) any infringement, violation or misappropriation in connection with the use of the CBT Digital Platform known as BEACON in respect of the provision of the Services.

Notwithstanding the foregoing, no Corporation Indemnitee shall be entitled to indemnification hereunder if and to the extent that the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based were performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or negligence by such Corporation Indemnitee.

The Corporation hereby acknowledges and agrees that the Supplier shall not be liable for any indirect, exemplary, special, incidental, punitive or consequential damages, even if advised of the possibility of such damages. In addition, subject to the Corporation's obligation to mitigate its damages, the total aggregate liability of the Supplier, including without limitation any indemnification obligation hereunder, whether in contract, tort or otherwise (excluding gross negligence and willful default), will not exceed the total amount of the fees paid by the Corporation to the Supplier hereunder for the immediately preceding year.

### **15. Indemnification by the Corporation:**

The Corporation shall defend, indemnify and hold the Supplier and its officers, directors and employees (collectively, the **"Supplier Indemnitees"**) harmless from and against any Losses from a third party claim as and when such Losses are suffered, arising out of, in connection with or relating to:

- (a) any breach of a representation, warranty or covenant made by the Corporation hereunder;
- (b) the Corporation's failure to obtain, maintain or comply with any licenses, approvals, consents or approvals for which the Corporation is responsible;
- (c) the Corporation's personnel or subcontractors' conduct being in violation of any Applicable Laws; and

- (d) any infringement, violation or misappropriation in connection with the use of the CBT Digital Platform known as BEACON not otherwise permitted under the terms of this Agreement.

Notwithstanding the foregoing, no Supplier Indemnitee shall be entitled to indemnification hereunder if and to the extent that the acts, omissions or alleged acts or omissions upon which an actual or threatened action, proceeding or claim is based were performed or omitted fraudulently or in bad faith or as a result of wanton and willful misconduct or negligence by such Supplier Indemnitee.

The Supplier hereby acknowledges and agrees that the Corporation shall not be liable for any indirect, exemplary, special, incidental, punitive or consequential damages, even if advised of the possibility of such damages. In addition, subject to the Supplier's obligation to mitigate its damages, the total aggregate liability of the Corporation, including without limitation any indemnification obligation hereunder, whether in contract, tort or otherwise (excluding gross negligence and willful default), will not exceed the total amount of the fees paid by the Corporation to the Supplier hereunder for the immediately preceding year.

## 16. Confidentiality:

For purposes hereof, "**Confidential Information**" means all confidential, secret or proprietary information relating to the other Party or any of its Affiliates (as such term is defined in the *Business Corporations Act* (Ontario)), including, without limitation, Personal Information which is designated as confidential or proprietary or that should be considered as such from its nature or from the circumstances surrounding its collection, use or disclosure.

With respect to any Confidential Information a Party receives (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care to protect the Disclosing Party's Confidential Information as it uses for its own Confidential Information, but in no event less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement; and (iv) not divulge the Confidential Information to Receiving Party's personnel or professional advisors, unless such personnel or professional advisors have a need to know and have agreed to abide by confidentiality obligations consistent with the terms of this Agreement. The Receiving Party agrees to use all reasonable steps to ensure that the Disclosing Party's Confidential Information is not disclosed by Receiving Party's employees or professional advisors in violation of the provisions hereof.

Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third party who, to the knowledge of the Receiving Party, did not owe an obligation of confidence to the Disclosing Party; or (iv) is developed by or on behalf of the Receiving Party independently of and without reference to any part of the Confidential Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public.

A Party shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, any breach of the confidentiality obligations set out herein ("**Interim Relief**"). A Party may seek such Interim Relief without being required to resort first to the dispute resolution process set out below under the heading "*Arbitration*".

Upon termination of this Agreement, or upon written notice from the Disclosing Party requesting return of any or all Confidential Information, the Receiving Party shall, subject to compliance with all Applicable

Laws, promptly return all such Confidential Information to the Disclosing Party and shall keep no copies. Where deletion of information is necessary to fulfill this requirement, it shall be performed within the confines afforded by existing technology limitations. Upon request, an officer's certificate confirming that such actions have been completed and that there are no tangible and/or electronic versions of the Confidential Information in the Receiving Party's possession or control, shall be provided to the Disclosing Party by the Receiving Party. Notwithstanding the foregoing, (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information, such material shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered; and (ii) the Receiving Party shall be entitled to retain copies of any Confidential Information if required in accordance with Applicable Laws. The foregoing requirement to return or destroy Confidential Information shall not apply to computerized archival or back-up files where it would be reasonably impracticable to destroy such computerized archival or back-up files, provided that such computerized archival or back-up files shall be kept strictly confidential for so long as they are retained.

Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose any Confidential Information which the Receiving Party is required by Applicable Law to disclose, to the extent only of such required disclosure, and subject to prior reasonable notice to the Disclosing Party (to the extent such prior notice is not prohibited by Applicable Law and provided that giving such reasonable notice shall not result in the Receiving Party being unable to satisfy its obligations under Applicable Law). The Receiving Party shall use its commercially reasonable efforts to obtain assurances that the Confidential Information will be treated in confidence and to continue to protect the confidential nature of such Confidential Information after any such disclosure.

The Supplier shall be entitled to refer to the Corporation (and its logo) as a client of the Supplier and to list the Corporation's name (in name or logo form) in its customer lists, and the Corporation shall be entitled to list Supplier name (in name or logo form) in vendor or supplier lists. Each Party hereby agrees to only use logos provided by the other Party for such purposes. In addition, and further to section 9 "*Security Procedures*", the Supplier shall be entitled to use Corporation Data (provided that such data is de-identified) for prospecting new business, research, artificial intelligence and in aggregate format for performance data (subject to receiving the required consents from the applicable Corporation employee or related dependent).

## **17. Intellectual Property:**

Nothing in this Agreement shall limit, restrict or otherwise prevent a Party from using after the Effective Date any intellectual property owned by such Party prior to the Effective Date, nor shall anything in this Agreement grant any ownership right to the other Party in such intellectual property.

The Parties agree that any materials, data, software, manuals, instructions, web sites, or other work product relating to the Services, and all intellectual property rights therein, which is provided or developed by the Supplier, shall be exclusively owned by the Supplier. For the avoidance of doubt, to the extent that such work product or intellectual property is owned by the Corporation by operation of law or otherwise, the Corporation hereby irrevocably grants, assigns and conveys all of the Corporation's right, title and interest in and to such work product and intellectual property to Supplier for no additional consideration. The Corporation shall cause its personnel to waive any moral rights in and to any such work product.

Supplier shall have the right to use in a manner approved by the Corporation from time to time any Corporation trademarks required to provide the Services. Supplier acknowledges that the Corporation is the exclusive owner of such trademarks.

This Agreement shall not be construed as precluding or limiting in any way the Supplier's right to (i) provide similar or other services of any kind or nature to any person or entity or (ii) develop for the Supplier,

or for others, anything that is competitive with the Services or anything created or used by the Supplier to perform the Services.

#### **18. Marketing and Communications:**

The Corporation hereby agrees that throughout the Term it will use its commercially reasonable efforts to communicate to its employees the offering of participation in the Services offered by the Supplier and assist the Supplier in activating the program for its Services in order to drive optimal ongoing awareness, engagement, and usage.

The Supplier will provide digital and print-ready communication materials for the Corporation to use in its employee communications for both launch of the Services and ongoing awareness of the Services.

#### **19. Governing Law:**

This Agreement is to be governed by and construed under the laws in effect in the Province of Ontario.

#### **20. Arbitration:**

Any dispute arising under this Agreement shall be submitted to binding arbitration. If a dispute or other matter is not resolved to the satisfaction of either Party within thirty (30) days from the date the dispute arose, a Party may, by written notice to the other Party, submit a dispute to binding arbitration for resolution. The written notice shall describe the dispute in reasonable detail, and shall propose the name of the sole arbitrator. If the other Party does not, within ten (10) days of receipt of the written notice, agree to the appointment of the named arbitrator, the Parties shall each appoint an arbitrator, and the two arbitrators so appointed shall appoint a third, who shall serve as chair of the arbitration. Once appointed, the arbitrator(s) shall proceed expeditiously to the hearing of the arbitration and to the rendering of the decision. Where three arbitrators are appointed, any decision by the majority of arbitrators shall prevail. The arbitration hearing shall take place in the city, county, or province of the responding Party or such other location as the Parties may agree, and shall be conducted in accordance with the arbitration rules applicable in the jurisdiction of the responding Party. None of the arbitrators shall be officers or employees of either Parties or any affiliate to either Party. Each arbitrator shall have the requisite subject matter expertise. Notwithstanding the foregoing provisions, neither Party shall be precluded from instituting an action in a court of competent jurisdiction for a temporary restraining order, a preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm. The cost of arbitration, including fees per arbitrator (but excluding attorney's fees), shall be determined by the arbitrator. The resulting arbitration award may be enforced by all lawful remedies, including, without limitation, injunctive or other equitable relief in any court of competent jurisdiction.

#### **21. Assignment:**

This Agreement may be assigned by either Party to an Affiliate (as such term is defined in the *Business Corporations Act* (Ontario)) or in connection with an amalgamation or a sale of all or part of the business or undertaking. Subject to the foregoing, neither Party will voluntarily assign or otherwise transfer its obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

#### **22. Subcontracting:**

The Supplier may subcontract all or a portion of its obligations hereunder at its sole discretion.

#### **23. Enurement:**

This Agreement will enure to the benefit of and be binding on the parties and their respective successors and permitted assigns.

**24. Modifications:**

Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each party or an authorized representative of each Party.

**25. Severability:**

If any term(s) of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that part shall be interpreted in a manner consistent with Applicable Law as nearly as possible to the original intentions of the Parties and the remaining terms of this Agreement will remain valid and enforceable.

**26. Further Assurances:**

Each Party agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, it shall assign, execute and deliver or cause to be assigned, executed and delivered any further documents, undertakings, assignments, agreements and instruments and perform any acts which are, or may become, necessary to comply with their respective covenants and to perform their respective obligations under this Agreement.

**27. No Waiver:**

Either party's failure to exercise or enforce its rights under this Agreement does not waive its right to enforce such right. Any waiver of such rights will only be effective if it is in writing and signed by both Parties.

**28. Entire Agreement:**

This Agreement, including any schedule (and, if applicable, any statement of work referred to in any schedule) express the fully integrated agreement of the Parties and supersedes all prior and contemporaneous understandings.

**29. Signatures:**

This Agreement may be executed and delivered in separate counterparts and by facsimile, scanned electronic mail, or electronic signature software, each of which when so executed and delivered shall constitute a final and binding agreement as one instrument.

If the foregoing is acceptable to you, please indicate your acceptance below and return a copy to the Supplier. We look forward to working together with you on this project.

Very truly yours,

MindBEACON Health Inc.

Per: \_\_\_\_\_  
Name:  
Title:

AGREED TO AND ACCEPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.

**The Corporation of the Town of Fort Frances**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE A

### SERVICES

The Services to be provided by the Supplier for and on behalf of the Corporation employees and their related dependents (hereinafter, individually, an “**Employee**” and collectively, the “**Employees**”) accessing treatment on the BEACON TAiCBT platform (hereinafter referred to as “**BEACON Platform**”), shall include the following:

Assessment and treatment will be designed to meet each Employee’s individual needs who, through the assessment process, present with one of the conditions covered under the BEACON Platform protocols which include depression, social anxiety, generalized anxiety and panic. The covered protocols will change from time to time with supplementary protocols being added at the discretion of the Supplier to facilitate additional mental health presentations.

The Supplier’s eTherapists will customize the programs and content curriculum to meet individual Employee’s needs. For purposes hereof, “**eTherapist**” means a regulated health professional or a professional in training, including a practicum student, intern/resident and psychologist in supervised practice, who provides counselling services to Employees through the BEACON Platform.

The Corporation will promote and market the availability of the BEACON Platform to Employees using all reasonable efforts including, without limitation, health and wellness communications and other employee portals and provide access through a link to a Corporation specific landing page which will validate the individual as an employee of the Corporation and enable the Supplier to identify and track the individual as an eligible Employee for aggregated reporting. Through the BEACON Platform, Employees will establish their personal account, complete the initial rigorous self assessment and submit to be reviewed by the Supplier’s eTherapists.

The BEACON Platform program being offered by the Corporation free of charge to Employees does not include a diagnostic assessment which is determined at the time of the review and subsequent telephonic conversation with a Registered Psychologist. If an Employee prefers to access this additional service, he or she may request and pay for this additional service on his/her own. This service may or may not be eligible for reimbursement under the Employee’s defined benefits program.

When the completed assessment is submitted by the Employee, the eTherapist will determine if the Employee is BEACON Platform appropriate. If the Employee is determined to be appropriate for the BEACON Platform, the eTherapist will refer the Employee to therapist-assisted internet delivered CBT (“**TAiCBT**”) through the BEACON Platform. The eTherapist will assign a care path and notify the Employee of this via email.

Should the Employee be deemed not appropriate for treatment via the BEACON Platform because the self-assessment information indicates that the Employee’s symptoms are not appropriate for treatment through the BEACON Platform, this will be communicated to the Employee with recommendations of possible resource alternatives. At this time, the Supplier’s obligations with respect to such Employee will cease.

### BEACON TAiCBT

The Beacon TAiCBT Platform program (the “**BEACON Program**”) provides for 12 months of access including 12 weeks of “active therapeutic treatment” with an eTherapist and will include the digital issuance of educational materials and worksheets for skill practicing, review of issued homework and ongoing assessments including outcome measures to track and monitor progress, as well as satisfaction measures.

Educational modules will discuss motivation for change, self-efficacy and specific CBT skills such as cognitive restructuring, problem solving, and behavioral activation.

Employees will be guided through their individualized care path by their own eTherapist who will use asynchronous text message communication embedded on the platform to guide, answer queries and encourage and reinforce the strategies involved in best practice of Cognitive Behavioural Therapy and related strategies. eTherapists will respond to Employee messages within two business days.

After the 12 weeks of “active therapeutic treatment” and upon discharge of an Employee, access to the BEACON Platform will continue to be available for the Employee for 40 weeks to access previous psychoeducational materials, worksheets, previous homework, and previous discussions with the Employee’s eTherapist.

Aggregate Reporting:

The Supplier will provide the Corporation with a BEACON Program quarterly status report which, in addition to any other reporting obligations as may be agreed to by the Parties, will outline the overall details of the BEACON Program and describe in aggregate the general response of participating Employees to treatment based on evaluation tools.

At all times the Employees’ Personal Information will be held in strictest confidence and in accordance with all applicable regulatory laws and regulations. Specific Employee participation in the BEACON Program will be held confidential and all reporting to the Corporation will be done on an aggregate basis.

**SCHEDULE B**  
**FEE STRUCTURE**

The following fees shall apply for the Services for the Term of the Agreement:

Service	Fees (CAD)
BEACON Program Services for 120 Employees	\$3.00 per employee per month

All Fees set out herein do not include any taxes, if applicable.

The Supplier will invoice the Corporation on a monthly basis, on the last day of each month, based on the Corporation's most recent employee headcount. The Corporation will provide the Supplier with an employee headcount on the Effective Date and then on each six-month anniversary thereafter throughout the Term.



October 1, 2020

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building  
Room 281  
Queen's Park  
Toronto, ON  
M7A 1A1

BY EMAIL ONLY

Dear Premier:

I am writing today to follow-up on our conversation about the recent car rally that took place in our Town.

The Town of Wasaga Beach was thankful for the efforts of the officers from the Huronia West OPP Detachment, the OPP Traffic Safety Division, as well as officers from York and Peel regions who joined forces this past weekend to address an unauthorized car rally in Wasaga Beach.

Over the weekend, officers worked around the clock to ensure the safety of residents, visitors, and businesses during extremely trying circumstances and I applaud them for their amazing work. The event disrupted people's enjoyment of their property and put people's safety at risk. This is not acceptable and it must stop. The arrogant and selfish behavior shown over the weekend is costing all Ontarians financially due to the resources required to deal with these impromptu community invasions.

Not everyone here this past weekend was inconsiderate. However, it puts a dark cloud over true car enthusiasts and events such as show and shines that can be great family entertainment and are welcomed in communities. I have heard from true car enthusiasts who do not want to be lumped in with this group.

Kudos to Police Services for implementing "Project Drift" and "Project E.R.A.S.E." which are addressing concerns regarding stunt driving and high-speed chases.

I believe mayors and councils of every municipality in Ontario must support the Premier and Provincial Government in developing tougher laws with larger financial penalties than currently exist when dealing with unauthorized car rallies and participants. Another municipality may be invaded next.

-2-

Our Provincial Government must take the lead in increasing penalties and fines. Every municipality should be reviewing their by-laws to ensure that measures are in place to allow the OPP to act on their behalf when events such as these unauthorized car rallies take over a community or parking lot. For example, Wasaga Beach authorized the OPP to enforce no trespassing laws this past weekend to ensure safety of the town's property and the community. This allows the OPP to consider damage to the town's property as mischief and is considered a criminal offence.

While common sense needs to be used by officers when dealing with every day regular people not associated with rallies or street racing, some potential infractions that could benefit from **significantly** higher fines when dealing with these situations and act as a deterrent could be:

- **Licence Plates** must be on the front and back of a vehicle - current fine for not adhering to this is \$85.00/\$110.00.

Increase in fine is suggested. In the event of rallies such as the one in Wasaga Beach, there was lots of camera footage of inappropriate behavior. It is harder to identify vehicles with only one plate. Two properly installed license plates would assist in recording the cars not adhering to the law to allow charges.

- **Loud/Unnecessary Noise/Improper Exhaust** (also missing muffler) - current fine \$85.00/\$110.00.

Increase in fine is suggested. In the event of rallies such as the one in Wasaga Beach, part of the enjoyment for participants is to have loud cars. A larger fine will be a deterrent.

- **Prohibited Nitrous Oxide Fuel Systems** are putting the driver, passenger, others on the road and emergency responders in accident situations in added danger and needs to result in a significant financial fine. Currently there is no set fine. Permanent confiscation of the vehicle followed by destruction of the vehicle would make the message clear and be a deterrent.
- **Insurance** Police require the authority to not just confirm with an insurance agency that a vehicle is insured but they need to be permitted to advise the company that modifications have occurred to a vehicle that they have insured on behalf of an owner. If insurance is hard to get for these modified vehicles or too costly, it is yet another deterrent. Tougher convictions are required for people caught attempting insurance fraud associated with these events.
- **Impoundment** Currently a vehicle can be impounded for 1 week. This needs to increase with all costs being born by the vehicle owner. Impounding it for a greater length of time (1-2 months) would be inconvenient, expensive and be a significant deterrent.
- **Border Crossing Prevention** Street racers or law breakers from other Provinces or Countries need to be banned from crossing into Ontario for a period. If breached a large fine will be a deterrent.
- **Automatic License Suspensions** for a significant period of time for those endangering the public by street racing, performing stunts or any other activity that may cause injury to a bystander.

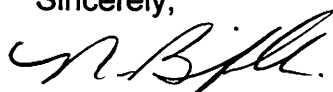
-3-

- **Municipal Authority to Close our Borders** In the event a municipality is made aware of such an event being planned for their community, consideration needs to be given to the municipal council having the authority to close their borders with OPP assistance to turn away anyone who is not a resident or property owner.
- **Access to Hospital Information when Dealing with a Crime** We were told that at these events people “take care of their own.” If someone is hurt they drop them off at the hospital for care. Under the current rules it is my understanding that officers are not permitted to know if a hospital patient is someone they are looking for in an active investigation/situation. The Police could spend hours or days looking for someone who is actually sitting in the hospital. This rule may need to change in several situations to avoid unnecessary time being spent by officers which also costs the taxpayers of Ontario.
- **Other considerations**
  - With this growing trend, should there be more access for officer training and equipment to deal with these situations.
  - This could happen to any municipality without notice and suggest that a municipal awareness program including the public may be beneficial.
  - Tougher convictions for people associated with the promotion of these events (i.e.: administrators of social media sites) as well as industries found to be associated with assisting these events such as tow companies and auto modification shops.
  - Authority provided to the OPP to do an “Air Drop” on the spot of any video footage captured by attendees’ cell phones that would aid in possible investigations.

I feel that serious consideration needs to be given to deterring these types of events province-wide. We don’t want to just push them out of our community so they can land in another community causing the same disruption, disrespect and cost to the tax payer. It is only through penalties that cause severe financial hardship that we can deter these unsanctioned and dangerous events from happening in our communities.

In closing, I want to again commend you for the great leadership during these difficult times and I look forward to hearing from you.

Sincerely,



Nina Bifulchi  
Mayor  
Town of Wasaga Beach

- c. Sylvia Jones, Solicitor-General  
Doug Downey, Attorney General  
Thomas Carrique, OPP Commissioner  
Dwight Peer, OPP Chief Superintendent  
Philip Browne, OPP Commander  
Derek Banks, OPP Sergeant  
Kevin Winiarski, OPP Sergeant  
Association of Municipalities of Ontario  
All Mayors of Ontario  
Wasaga Beach Town Council Members

Fire Marshal's

# COMMUNIQUÉ

du commissaire des incendies

October 6, 2020

**No. 2020-18**

## Staffing Levels and Firefighter Safety

The Office of the Fire Marshal (OFM) is aware of the Interest Arbitration decision involving the City of Greater Sudbury dated August 31, 2020<sup>i</sup>. In light of the discussions arising as a result of the decision, I have determined that it is appropriate to provide an interpretation of the *Fire Protection and Prevention Act, 1997* (“the Act”)<sup>ii</sup>. These considerations are made in accordance with my Order in Council and fully based on the powers, duties, and responsibilities as set out in the Act. I provide the following information for municipal consideration, as applicable.

The intent of the Act is to establish minimum mandatory service levels with respect to public education and fire prevention, as well as to provide municipal council the authority to determine, based on community needs and circumstances, a desired level of fire protection services beyond the minimum requirements and including emergency response capabilities. As set out in legislation, a fire chief is the person who is ultimately responsible to their municipal council for the delivery of fire protection services. Municipal council sets or amends the fire protection service levels within their respective municipality. The establishment of fire protection service levels for emergency response within a municipality is the legislative responsibility and prerogative of municipal council, informed by the advice and guidance of the fire chief. The OFM has the authority to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services.

In 2018, Ontario enacted the Community Risk Assessment, a regulation under the Act (O. Reg 378/18)<sup>iii</sup>. A community risk assessment is a process of identifying, analyzing, evaluating and prioritizing risks to public safety to inform decisions about the provision of fire protection services. Municipalities set the level of service and delivery methods based on their needs and circumstances as informed by the community risk assessment, in consideration of the advice and guidance of the fire chief.

Fire departments are required to respond to numerous types of emergency calls, including (but not limited to), motor vehicle collisions, medical emergencies, rescue, hazardous materials and other technical operations and fire suppression. In terms of appropriate staffing levels on first arriving vehicles, consideration must be given to the following:

- Standard Operating Guidelines/Procedures (SOG/Ps) must be in place and enforced to align with the fire protection services provided under the Establishing and Regulating By-law. These should address, among other things, the issue of firefighter safety.
- Within the SOG/Ps, the discretion of trained and competent Incident Commanders must be empowered and supported to make on-scene decisions based on the specifics of the incident.

- All firefighters must be trained to comply with the SOG/Ps and the direction of the Incident Commander.
- An initial response, with four or more firefighters represents a self-sufficient unit able to perform a substantial number of tasks required at an emergency response without additional resources. Anything less than four firefighters typically requires staffing levels to be augmented to safely perform all required functions based on circumstances.
- Deployment models of fewer than 4 staff members on an initial response apparatus is not necessarily a firefighter safety concern, however actions/capabilities and tasks they can perform will be limited. Local deployment models and procedures are required to establish adequate resources to safely provide fire protection services as set out by the municipal Establishing & Regulating By-law. Therefore, the simultaneous arrival of four firefighters on one apparatus is not required under the Act, regardless of full-time, volunteer or part-time.
- In the case of fire suppression calls, initial crews of less than four firefighters should not attempt interior suppression or rescue operations except in very limited circumstances (such as a victim collapsed in close proximity to a window or exterior doorway, or where the fire is confined to a very small, readily accessible area).

While the council of each municipality is responsible for establishing their respective fire protection service levels, as the employer, they must ensure that employees (under the direction of the fire chief) are provided with SOG/Ps, equipment and training to safely carry out the mandated duties. Council decides if these services are to be delivered by volunteer, composite or full-time departments.

Therefore, in my opinion and considering all of the above factors, the decision to set, alter or adjust fire protection service levels in any municipality lies with the council of that municipality, in consideration of advice and guidance provided by the fire chief.

The OFM remains available to provide advice and assistance to municipal council and fire chiefs, through your local fire protection adviser.

## Endnotes

---

<sup>i</sup> [Interest Arbitration](#) - The City of Greater Sudbury and the Sudbury Professional Fire Fighters Association Local 527, International Association of Fire Fighters and Ontario Volunteer Firefighters Association, Christian Labour Association of Canada Local 92. Re: Val Therese Staffing Issue

<sup>ii</sup> [Fire Protection and Prevention Act, 1997](#)

## Definitions

1 (1) In this Act,

“fire chief” means a fire chief appointed under subsection 6 (1), (2) or (4); (“chef des pompiers”)

“fire department” means a group of firefighters authorized to provide fire protection services by a municipality, group of municipalities or by an agreement made under section 3; (“service d’incendie”)

“firefighter” means a fire chief and any other person employed in, or appointed to, a fire department and assigned to undertake fire protection services, and includes a volunteer firefighter; (“pompier”)

“Fire Marshal” means the Fire Marshal appointed under subsection 8 (1); (“commissaire des incendies”)

---

“fire protection services” includes,

- (a) fire suppression, fire prevention and fire safety education,
- (b) mitigation and prevention of the risk created by the presence of unsafe levels of carbon monoxide and safety education related to the presence of those levels,
- (c) rescue and emergency services,
- (d) communication in respect of anything described in clauses (a) to (c),
- (e) training of persons involved in providing anything described in clauses (a) to (d), and
- (f) the delivery of any service described in clauses (a) to (e); (“services de protection contre les incendies”)

### **Municipal responsibilities**

**2** (1) Every municipality shall,

- (a) establish a program in the municipality which must include public education with respect to fire safety and certain components of fire prevention; and
- (b) provide such other fire protection services as it determines may be necessary in accordance with its needs and circumstances.

### **Services to be provided**

(3) In determining the form and content of the program that it must offer under clause (1) (a) and the other fire protection services that it may offer under clause (1) (b), a municipality may seek the advice of the Fire Marshal.

### **Fire chief, municipalities**

**6** (1) If a fire department is established for the whole or a part of a municipality or for more than one municipality, the council of the municipality or the councils of the municipalities, as the case may be, shall appoint a fire chief for the fire department.

### **Responsibility to council**

(3) A fire chief is the person who is ultimately responsible to the council of a municipality that appointed him or her for the delivery of fire protection services.

### **Appointment of Fire Marshal**

**8** (1) There shall be a Fire Marshal who shall be appointed by the Lieutenant Governor in Council.

### **Powers of Fire Marshal**

**9** (1) The Fire Marshal has the power,

- (a) to monitor, review and advise municipalities respecting the provision of fire protection services and to make recommendations to municipal councils for improving the efficiency and effectiveness of those services;
- (c) to advise and assist ministries and agencies of government respecting fire protection services and related matters;

### **Duties of Fire Marshal**

(2) It is the duty of the Fire Marshal,

- (b) to advise municipalities in the interpretation and enforcement of this Act and the regulations;

iii [O. Reg. 378/18 Community Risk Assessments](#)

## Office of the Mayor

Rodger Bonneau

October 7, 2020

**Sent via E-mail**

### **Re: Cannabis Production**

Dear Ministers, Members of Parliament, and Members of Provincial Parliament,

Please be advised that the Council for the Corporation of the Township of Asphodel-Norwood passed the following resolution at its regular meeting of September 22, 2020:

Motion No. 239/20 | Moved by: Councillor Walsh | Seconded by: Deputy Mayor Burt

**WHEREAS** the Ontario Federation of Agriculture has adopted the position that licenced cannabis production for medical and/or recreational-use purposes should be considered a farming activity;

**AND WHEREAS** the Government of Canada introduced Bill C-45 (the Cannabis Act) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession;

**AND WHEREAS** Section 7 of the Cannabis Act requires that any person who intends to submit an application for a licence for cultivation, a licence for processing, or a licence for sale that authorizes the possession of cannabis must provide written notice to: a) The local government, b) The local fire authority, and c) The local police force or the Royal Canadian Mounted Police detachment responsible for providing policing services to the area in which the site is referred to in the application;

**AND WHEREAS** Section 35(1) of the Act requires a holder of a licence for cultivation, a licence for processing, or a licence for sale that authorizes the possession of cannabis to provide a written notice to the local authorities within 30 days of issuance, amendment, suspension, reinstatement or revocation of a licence and provide a copy of said notice to the Minister; and



p.705-639-5343  
f. 705-639-1880  
info@antownship.ca  
www.antownship.ca

2357 County Road 45  
P.O. Box 29  
Norwood, ON  
K0L 2V0

**FURTHER BE IT RESOLVED THAT** the Township of Asphodel-Norwood requests a governing body in cannabis production that:

1. Takes a unified approach to land use planning restrictions;
2. Enforces the regulations under the Cannabis Act on behalf of the licencing agency and ensures local authorities are in fact provided with notification of any licence issuance, amendment, suspension, reinstatement, or revocation within their region;
3. Communicates more readily with local governments; and
4. Provides local governments with more support.

**AND FURTHER BE IT RESOLVED THAT** the Township of Asphodel-Norwood will forward this motion to the following partners: All municipalities in Ontario, the MP and MPP of Northumberland-Peterborough South, the MP and MPP of Peterborough-Kawartha, the Minister of Agriculture, Food and Rural Affairs, and the Minister of Agriculture and Agri-Food with the request that they enact legislation to support local governments with land use management and enforcement issues.

Thank you for your time and consideration.

Sincerely,

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

Rodger Bonneau, Mayor  
Township of Asphodel-Norwood

- c. E. Hardeman, Minister of Agriculture, Food and Rural Affairs  
M. Bibeau, Minister of Agriculture and Agri-Food  
D. Piccini, MPP Northumberland-Petrborough South  
P. Lawrence, MP Northumberland-Petrborough South  
D. Smith, MPP Peterborough –Kawartha  
M. Monsef, MP Peterborough-Kawartha  
All municipalities in Ontario



T 705-635-2272  
 TF 1-877-566-0005  
 F 705-635-2132

TOWNSHIP OF LAKE OF BAYS  
 1012 Dwight Beach Rd  
 Dwight, ON P0A 1H0

October 9, 2020

*Via Email*

Honourable Doug Ford  
 Premier of Ontario  
 Legislative Building  
 Queen's Park  
 Toronto, ON 1A1

Dear Honourable Premier Doug Ford:

**RE: Reform to the Municipal Insurance Policy**

---

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that Council would like to express their concern and request a reform to the Municipal Insurance Policy.

As outlined in the Association of Municipalities of Ontario (AMO) report entitled, "[Towards a Reasonable Balance: Addressing Growing Municipal Liability and Insurance Costs](#)", dated October 1, 2019, joint and several liability creates a higher insurance cost for municipalities. Local municipalities within Muskoka have experienced a 20% increase in municipal liability for 2019 and are expecting at least 20% increase for 2020.

Throughout the Township of Lake of Bays, the area of concern is the Errors and Omissions for building code claims. There is a much higher value of newly built cottages/seasonal residences within Lake of Bays and it is populated by a commanding number of ratepayers who possess the financial means to sue and will endure the protracted legal process. The Township has a lower than average number of building claims, however a higher than average payout.

Please consider an amendment to Bill 124 to make it a requirement that the building contractor name be disclosed and that the contractor must provide proof of insurance, thus providing greater accountability and responsibility and ensuring that municipalities will not bear the burden alone.

...2



T 705-635-2272  
 TF 1-877-566-0005  
 F 705-635-2132

TOWNSHIP OF LAKE OF BAYS  
 1012 Dwight Beach Rd  
 Dwight, ON P0A 1H0

*Page 2*

Kindly review and consider the recommendations as outlined in the above-noted AMO report. Should you have any questions or concerns, please do not hesitate to contact the Municipal Office at 705-635-2272.

Sincerely,

Carrie Sykes, *Dipl. M.A., CMO, AOMC*,  
 Director of Corporate Services/Clerk.

CS/cw

Copy to: MP, Scott Aitchison  
 MPP, Norm Miller  
 Association of Municipalities of Ontario  
 Municipalities in Ontario

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 FRANCESMINUTESSESSION NO. #25September 8, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on September 8, 2020 from 8:30 a.m. to 9:56 a.m.

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

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, Committee Secretary, R. Larson, Representative for Syncor.

**1. Call to Order - 0830am**

Session #25.

**2. Disclosure of pecuniary interest and the general nature thereof**

None.

**3. Approval of Previous Committee Minutes**

3.1 Approval of Previous Meeting Minutes.

- A spelling error on the word recommend was found. Correction made and minutes reprinted and signed by the Chair and Secretary.

3.2 Approval of Amended Meeting Minutes - July 6th 2020.

- Approved as presented.

**4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

None.

**5. In-Camera**

None.

**6. Items Referred from Council**

6.1 Reg Consent letter from residents near Volunteer Bureau. Re: issues with use.

- A review of the letter was completed by the Committee and a discussion followed. The direction from the Committee is to continue with a draft tenting by-law to be created and a report brought back to the Committee to advise the residents of the area with an update.

**7. New Business**

7.1 Syncor Request to Retract SPCA From Title.

- An overview of the item was provided by the CBO/Planner and a discussion was had with the Committee and Mr Rene Larson (representative for Syncor). The Planning & Development Executive Committee is recommending to approve the request by Syncor Contracting to retract the site plan agreement from the title of PINs 56018-0199 and 56018-2279 and that all costs associated be borne by Syncor Contracting.

7.2 B4-2020 Zoning Exception - 840 Sixth Street West.

- An overview was provided by the CBO/Planner on this item and following a discussion by the Planning & Development Executive Committee it is recommended that the report be approved as presented.

7.3 Ryan Lundy – Request for Private Well and Septic Services – Eighth Street East.

- An overview of the item was provided to the Committee and after a short discussion. The Planning & Development Executive Committee is recommending to approve the report as presented with the added wording of "with limited fire services provided".

- 7.4     B3-2020: Application to Remove Holding Provision – Ryan Lundy – Eighth Street East.
- An overview of the item was provided to the Committee. After a discussion was had on this item, the Planning & Development Executive Committee is recommending to approve the report as presented.

**8.     Outstanding Items**

- 8.1     Municipal Cannabis Policy Statement.
- An overview of the item was provided to the Committee. After a discussion was had on the item the Planning & Development Executive Committee is asking to bring the item back to the next meeting to further discuss the buffer map and have 75m buffers placed around the properties of concern and have a couple different renderings developed for the Committee to consider.

**9.     Information**

- 9.1     Signs West Entrance to Town.
- A update/discussion was had with the Committee on this item.
- 9.2     Site Plan Control Demolition Discussion (Verbal Report from CBO/Planner).
- A discussion/update with the Committee regarding site plan control demolitions was had with Administration. An email will be sent to members of Council providing further information.

**10.    Non-agenda Items**

None.

- 11.    Adjourn / Next Meeting Date - 0956am**  
September 21st, 2020.

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
Secretary, Planning & Development Executive  
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #26

September 21, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on September 21, 2020 from 8:30 a.m. to 9:11 a.m.

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

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, Media

1. **Call to Order - 8:30am**  
Session #26.
2. **Disclosure of pecuniary interest and the general nature thereof**  
None.
3. **Approval of Previous Committee Minutes**
  - 3.1 Approval of Previous Meeting Minutes.
    - Amend item 9.2 title from Sight to Site. Request addition of verbiage regarding mill property to item 9.2
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**  
None.
5. **In-Camera**  
None.
6. **Items Referred from Council**  
None.
7. **New Business**  
None.
8. **Outstanding Items**
  - 8.1 Municipal Cannabis Policy Statement.
    - The Committee engaged in a good discussion on what areas should be both included and excluded from the policy. The Committee tasked administration to determine where the UNFC school facility on Portage Avenue sits within the definitions of a school or private school under the Education Act. Once this is understood the Committee will be in a better position to decide upon the final policy.
  - 8.2 Draft Zoning By-Law Amendments - Tenting.
    - An overview on this item was provided to the Committee. The Committee requested minor adjustments to the proposal and subsequently asked that the proposal be sent to the Town's solicitor for review prior to proceeding. It was mentioned that upon future approval that administration will seek "short form" wording for enforcement.
9. **Information**  
None.
10. **Non-agenda Items**

None.

- 11. **Adjourn / Next Meeting Date - 9:11am**  
Monday October 5th, 2020.

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
Secretary, Planning & Development Executive  
Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #014September 23, 2020

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Skype (virtual meeting resources ) on September 23, 2020 from 8:31 a.m. to 9:22 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 and Randy Thoms (8:33 a.m. to 9:22 a.m.)

**1 Call to Order**

1.1 The meeting was called to order at 8:31 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 September 8, 2020 - the minutes were approved as presented.

**4 Non-agenda Items**

4.1 None

**5 New Business**

5.1 Submission to the Municipal Asset Management Program Grant for 2021 - the administration report was approved as recommended.

5.2 Update to the Town of Fort Frances Winter Control Policy - the administration report was approved as amended.

5.3 Airport Property - Land Lease Private Aircraft Hangers - the administration report was approved as recommended.

## **6 Outstanding Items**

- 6.1 Entering into a Kiosk Lease Agreement with Northern Youth Programs - the lease agreement was recommended as amended.

## **7 Information**

- 7.1 Operations and Facilities Division - Public Works Area - Operations Statistics - May 2020 - the May Public Works statistics were received and will be forwarded to Council for information only. No action required.
- 7.2 Operations and Facilities Division - Public Works Area - Operations Statistics - June 2020 - the Public Works Statistics for June 2020 were received and will be forwarded to Council as information only. No action required.
- 7.3 Operations and Facilities Division - Public Works Area - Operations Statistics - July 2020 - the Public Works statistics for June 2020 were received and will be forwarded to Council as information only. No action required.
- 7.4 Operations and Facilities Division - Public Works Area - Operations Statistics - August 2020 - the Public Works statistics for August 2020 were received and will be forwarded to Council as information only. No action required.

## **8 Adjourn / Next Meeting Date**

- 8.1 Meeting adjourned at 9:22 a.m.

Next meeting October 7, 2020

---

Executive Committee Chair

---

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCES  
POLICE SERVICES BOARD

MINUTESSESSION NO. 4June 26, 2020

The meeting of Police Services Board of the Town of Fort Frances was held in the Committee Room, Civic Centre and virtually via Skype (Teams) on June 26, 2020 from 8:32 a.m. to 9:57 a.m.

PRESENT: Councillor J. McTaggart, Chairperson, Mayor J. Caul and Linda Hamilton

ALSO PRESENT: Inspector N. Schmidt, Detachment Commander; Staff Sgt. D. McLean, R. Thoms, B93.1 The Border, K. Lawson, Deputy Clerk/Board Secretary

REGRETS: G. Rogozinski

**1. Call to Order - 8:32 a.m.**

- 1.1 The following officers/staff members were introduced and welcomed by the Board:  
P/C Ryan Denreyer (Recruit)  
P/C Ryan Caul (Coach Officer)  
Special Const. Aaron Green  
Special Const. Crystal Skrien

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

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

**4. Approval of Agenda**

- 4.1 Session No. 4 dated June 26, 2020.

17/20 Hamilton-Caul: THAT the Police Services Board approve the June 26, 2020 agenda as prepared.

CARRIED

**5. Approval of Previous Board Minutes**

- 5.1 Session No. 3 dated May 22, 2020.

18/20 Hamilton-Caul: THAT the minutes of the Board meeting being Session No. 3 dated May 22, 2020 having been typed and distributed to members now be approved.

CARRIED

**6. Standing Items**

- 6.1 Update on the new OPP Detachment Building.  
Inspector Schmidt provided advised that construction is moving along favourably. The COVID event is not delaying progress. October 7th is still the furthest date out, allowing for IT specialists to set up and transition by staff to their new location.
- 6.2 Provincial Appointments to the Fort Frances Police Services Board.  
- there is nothing to report at this time.

**7. New Business**

- 7.1 RIDE Grant Application for the period 2020-2021.

19/20 Hamilton-Caul: THAT the 2021/2022 Reduce Impaired Driving Everywhere (RIDE) Grant Funding Application be received and further that the Police Services Board authorize execution of the document on behalf of the Board.

CARRIED

7.2 Ontario Provincial Police Strategic Plan - 2020 - 2022.  
Inspector Schmidt advised that this document is reflective of OPP values. He provided an overview of the key values as presented on the materials provided.

7.3 Detachment Commander's Report - Reporting on May 2020. (please refer to materials attached).  
Inspector Schmidt provided an overview of this report. He advised the Board that the statistical reporting for Calls for Service will be merged with the district numbers. The Rainy River District Detachment - 2019 Progress Report will be reviewed at the next regular meeting.

20/20 Hamilton-Caul: THAT the Town of Fort Frances Police Services Board receive the May 2020 Detachment Commander's report as presented by Inspector N. Schmidt, Detachment Commander, Rainy River District O.P.P.

CARRIED

8. **Information/Correspondence:**

8.1 Proposed Police Services Board Governance. - correspondence from J. McTaggart, Chair to Mayor Kevin Holland, Township of Conmee who is the Zone 1 OAPSB representative. Councillor McTaggart provided an overview of the information included in the correspondence.

8.2 Message from OPP Commissioner Thomas Carrique, M.O.M. dated June 4, 2020. - received as information.

9. **Next Meeting Date - September 25, 2020**

10. **Adjournment**

10.1 The meeting adjourned at 9:57 a.m.

21/20 Hamilton-Caul: THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Board Secretary

Wednesday, 17 June, 2020

8 a.m. via Zoom

DRAFT MINUTES – motion required to approve

Page 1 of 3

Pat Gartshore Chair – Gartch's Int. Pub	A	Doug Judson – Town Councilor Town of Fort Frances	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams ) 4 Your Pets	P	Ed Gackley Flinthouse	P
Scott Krinke-Turvey Inkspotz	P	RRFDC Representative Geoff Gillon	P
Jamie Pryde Modern Family Diner	A		



## 1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Doug Judson opened the meeting as our chair Pat was not present... The meeting was called to order at 8:10 am. The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

## 2. Approval of Minutes

### B.I.A Board of Management Meeting –17 June, 2020

Copies of the minutes from the 10 March 2020 Board of Management Meeting were deferred until next meeting for review and approval

#### Motion #

TO accept the minutes presented of 10 March, 2020

Also to ratify all motions made on that date.

No against or abstentions

## 3. Accounts Payable & Financial Report

#### Motion #2 –Ed Gackley/Scott Krinke Turvey

TO accept the total payable for, June, 2020 in the amount of \$4,170.92

No against or abstentions

CARRIED

## 4. New Business

Board of Management Meeting –17 June, 2020

Page 1 of 3

## **5. Committee Reports**

### **Finance and Administration Committee**

1. financial budget has been presented to Town. An additional \$20,000.00 has been added to Advertising. We have a surplus.

#### **3. Motion #2 –Doug Judson/Scott Krinke Turvey**

TO allow Shelley to sign and submit bills until the board can meet again in person.

No against or abstentions

**CARRIED**

### **Promotions Committee**

1. The board would like to do an ad thanking customers for their support during this time.
2. We also need to check the ad time for Thursday Markets.

### **Maintenance Committee**

1. Baskets are up along with grad. Banners.
2. Town has not been watering baskets although they had said they would. Doug will look into this.

### **Chamber of Commerce**

1. No Report – we have no representative at the time.

### **Social Media**

1. Stacey and Jamie are now in charge of social media. Stacey will get together with Jamie to update and discuss our page.

### **New Business**

1. Rainy Lake Square – would there be any interest in using it for outdoor patios? Flint House is looking into it. No other restaurants have expressed interest. Ask if we can have fees waived. If not then BIA will look into booking it under our name. Market Thursdays would continue as usual.

## **6. Old Business**

- 1.

## **Setting of Next Board Meeting**

#### **4. Motion # Scott Krinke Turvey**

To close the meeting

No against or abstentions

All in agreement – CARRIED - Meeting Closed at 8:48 a.m.

The next meeting date will be announced.

**PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. VIA THE INTERNET UNTIL WE CAN ONCE AGAIN MEET IN PERSON AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.**