

TOWN OF FORT FRANCES

AGENDA - May 10, 2021

MEETING - Virtually

Page

1. COUNCIL MEETING

(Session No. 065) to immediately follow the Committee of the Whole

- 1.1 Call to Order
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole
- 2.2 Email from D. Mah, SWAC Organizer re: Proclamation Day of Action Against Anti-Asian Racism 4 - 6
 - will be advised of Council's proclamation.
- 2.3 Letter from B. Naturkach, Fort Frances Resident re: Planning Suggestions 7 - 9
 - will be referred to the Planning & Development Executive Committee for recommendation.
- 2.4 Email from Z. Koomans, Hydro One re: Easement Request 10 - 14
 - will be referred to the Planning & Development Executive Committee for recommendation.
- 2.5 Letter from J. McTaggart, Board Chair, Fort Frances Community Clinic Inc. re: Loan Payment 15 - 16
 - will be received with thanks.

3. Approval of Council Minutes: *

- 3.1 Session Nos. 063 and 064, dated April 22, 2021 and April 26, 2021 respectively.

4. Approval of Committee of the Whole Minutes: *

- 4.1 Session No. 065 and 066 dated April 23, 2021 and April 26, 2021 respectively.

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5. <u>Resolutions from tonight's Committee of the Whole meeting</u>	
6. <u>By-Laws:</u>	
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10.1 Personal matters about an identifiable individual, including municipal or local board employees: RFP recommendation	
10.2 Personal matters about an identifiable individual, including municipal or local board employees: Contracted Services	
11. <u>Public Session Resumes:</u>	
12. <u>Resolutions Required as a result of In-Camera discussions:</u>	
13. <u>ADJOURNMENT</u>	
14. <u>* Previously distributed to Council</u>	
15. <u>** Items can be viewed by contacting the Clerk</u>	

From: [Town](#)
To: [Lisa Slomke](#)
Subject: FW: [External] Day of Action Against Anti-Asian Racism Proclamation
Date: Tuesday, April 27, 2021 4:37:53 PM
Attachments: [04.26.2021 - Day of Action agaisnt Asian Racism.pdf](#)

From: doris mah <doriswkmah@gmail.com>
Sent: Monday, April 26, 2021 10:03 PM
To: Doris Other Phone Or Michaela <doriswkmah@gmail.com>
Subject: [External] Day of Action Against Anti-Asian Racism Proclamation

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

Dear Mayor and Council,

I am writing today to ask your council to consider proclaiming May 10, 2021, as the **“Day of Action Against Anti-Asian Racism”** - a nationwide movement that was initiated by a group of grassroots activists in Burnaby, BC.

[***Stand With Asians Coalition \(SWAC\)***](#) is a community of people in Canada who are concerned about the surge of anti-Asian racism in our cities. Vancouver has seen a staggering increase of over 700%, Burnaby - 350% increase, and Ottawa - 600% increase in 2020. A recent federally-funded study reported 1150 cases of racist attacks in Canada last year. Forty percent were reported in Ontario and forty-four percent were reported in B.C. Sixty percent of the cases were reported by women.

Stand With Asians Coalition brings allies together to raise awareness and to combat anti-Asian racism. We must condemn all forms of hate in public spaces as it creates unsafe conditions for members of the Asian, Black, Indigenous, People of Colour, and Racialized Communities.

May is Asian Heritage Month in Canada. The City of Burnaby is the first city in Canada that has officially made a proclamation, declaring May 10, 2021, as the **“Day of Action Against Anti-Asian Racism”**. Many cities on the West Coast, such as Vancouver, Surrey, Port Moody, Port Coquitlam, Richmond, the District of Missions and on the East Coast, Toronto and Ottawa, are also in the process of considering a similar proclamation. SWAC is organizing a **National Day of Action Against Anti-Asian Racism E Rally** on Zoom on May 10 at 5 PM PT/ 8 PM ET. Sign up [here](#).

I am writing to request that your council consider making a similar proclamation to support this initiative. Please see attached a copy of the City of Burnaby's proclamation. After the release of your proclamation, we ask that you kindly inform

our SWAC organizer, Doris Mah, at 604-729-3107 or doriswkmah@gmail.com. Thank you for your consideration of this matter.

Doris Mah (she/her)
Burnaby resident
[SWAC](#) Organizer

I acknowledge that I live and work on the ancestral and unceded homelands of the hən'qəmin'əm' and Skwxwú7mesh speaking peoples, as well as all Coast Salish peoples.

City of Burnaby



Proclamation

DAY OF ACTION AGAINST ASIAN RACISM

Whereas Burnaby RCMP reported a 350 per cent increase in anti-Asian hate crimes during the first year of the COVID-19 pandemic; and

WHEREAS The Canadian Charter of Rights and Freedoms 15 (1) states that Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability; and

WHEREAS The City of Burnaby's Social Sustainability Vision states that Burnaby strives to be a caring, inclusive, vibrant, safe, livable and just city; and that we must embrace diversity, celebrate culture and creativity, foster belongings and participation, and adapt well to a changing world; and

WHEREAS Every resident in Burnaby deserves safe public spaces without the fear of discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability; and

WHEREAS May is Asian Heritage Month in Canada.

NOW THEREFORE I, MIKE HURLEY, MAYOR OF BURNABY,
DO HEREBY PROCLAIM MAY 10 AS

“DAY OF ACTION AGAINST ASIAN RACISM”

IN THE CITY OF BURNABY.

Dated this Twenty-sixth Day
of April, 2021 A.D.

MIKE HURLEY
MAYOR



To: Mayor and Council of the Town of Fort Frances,
Letter to the Editor – Fort Frances Times
et al.

Re: **Extending Front Street Westerly**, and LaVerendrye Parkway, from Victoria Ave. to Central Ave., and possibly to the Fort Frances Cemetery.

While I submitted my views and thoughts of extending LaVerendrye Parkway's walking and bicycle paths easterly and northerly and ultimately to the Couchiching Band Office a few years ago, apparently to no avail, I still believe it a viable and desirable asset to both communities. I now wish to submit my views and thoughts on a westerly, viable and desirable asset.

The current mill site owners are immersed in a massive demolition undertaking, all well and good we hope and assume. However, there should be a planning process prepared for when their current demolition undertaking is said and done, namely the natural westerly extension of Front St. and LaVerendrye Parkway along the riverbank's edge. Current Google satellite imagery can be viewed showing that on most of the river's edge, at least from Victoria Ave. to Central Ave. there is already a road of sorts, albeit for past mill operations purposes only. From Central Ave./Church St. northerly, actual mill infrastructure currently sits on the immediate shoreline, but is in process of demolition. From the Power Station at Central Ave. and Third St. W., westerly, once again, a road of sorts is present, or can be visualized, extending to the Fort Frances Cemetery.

It would appear that a timely review is now required, if not already contemplated, and options considered for pursuit, or not.

Some of the issues would appear to be:

1. When the paper mill company first contemplated its existence, governments of the day were eager to assist and encourage the plan. The exact extent of what they brought to the table is unknown to me, other than the obvious 1905 Power Agreement, from the town's point of view. A thorough and proper research of original title and government decisions should be undertaken as it may be highly informative. But the concept of a 'land and rights deal' comes to a reasonable mind for the encouragement and assistance for such an exciting mill proposal, and if so, it is possible that

certain lands and rights were given in exchange for the private sector developer to proceed. So, given today's status of the property, it begs the questions around the concept, if there was such a granting, and considering that a functional mill is no longer there, nor can be by virtue of new title restrictions imposed by Resolute, that a reversion of such lands and rights should now appropriately be reviewed. On this point however, it is likely that only the original footprint of the original mill would be the subject of such a review. The many subsequent land acquisitions over the many years would likely be all normal commercial transactions only, without similar re-acquisition rights to be considered.

2. Additionally, post original construction, there were many varied street closures granted by the Town for the various operational expansion needs of the mill – and these closures should also be now reviewed for similar re-acquisition. Closed portions of Central Ave., Church St., Mowat Ave., and Sinclair St. come to mind – these closed streets formed an integral part of the municipal lay-out providing services and access to the varied pieces of adjacent private lands. These 'adjacent private lands' are about to be re-introduced post demolition.
3. An engineering and planning/zoning review of the adjacent river's edge roads and lands needs to be undertaken for the benefit of over-all community planning needs, including remaining mill lands. The alternative of no planning creates an unpleasant vision of uncontrolled and haphazard development in our future.
4. The Town's relationship with the current property owner is also crucial, and whatever it is, fruitful dialogue can be pursued and or hoped for, or not. The town has powerful expropriation rights at its disposal, and while it may not be preferred, it is a tool that should be considered to ensure the proper development of the community's interests on behalf of its citizens.
5. And the last issue, but not the least, is a future vision for the International Bridge (and Canada/USA Customs) requirements. As the initial purpose of the bridge included the means to deliver paper mill products to the U.S. market (which is now redundant), its future, non-the-less, requires its inclusion as part of the aforementioned issues. While I was Town

Administrator, I recall being tasked to write a report on the possibility of the Town acquiring bridge ownership – the report was done but the consideration of sale was withdrawn. The list of interested parties that would have needed to be consulted was extensive.

In conclusion, please envision the shoreline landscape pre mill, and now if you can, envision the same shoreline landscape in a few years from now. Imagine the possibilities – does the phrase ‘boundless’ come to mind?

Bill Naturkach, Fort Frances.

April 24, 2021.

From: [Doug Brown](#)
To: Zachary.Koomans@HydroOne.com
Cc: [Lisa Slomke](#); [Cody Vangel](#)
Subject: RE: [External] Roy Avis Line Expansion
Date: Monday, May 3, 2021 11:59:53 AM

Thanks for the information Zachary, this item will be referred by Council at the May 10, 2021 meeting and then go to the Planning & Development Executive Committee for review and recommendation. If you require any additional information, please feel free to contact Lisa Slomke, our Clerk or Cody Vangel, our CBO/Planner.

Doug Brown, P Eng CAO
 Town of Fort Frances
 807-274-5323 Ext 1213

From: Zachary.Koomans@HydroOne.com <Zachary.Koomans@HydroOne.com>
Sent: Monday, May 3, 2021 11:37 AM
To: Doug Brown <dbrown@fortfrances.ca>
Subject: [External] Roy Avis Line Expansion

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

Hi Doug,

I just spoke with Roy Avis and he said you might be the contact for a Hydro Easement. He is looking to bring power to his property which requires Hydro to continue through town property at Sunny Cove Camp. This would also give the town access to power at the beach to the North should they ever want to build there.

I've attached a rough plan here, I'm headed out again Wednesday if you would like to meet there and go over things. If you have any questions you can reach me at 1 807 271 5829.

Thanks,

Zachary Koomans

Area Distribution Engineering Technician Trainee
 Hydro One Networks, Fort Frances
 Tel: (807) 271 5829
 Email: Zachary.Koomans@HydroOne.com

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Customer Information		Service Location & Contractor Information		General Information	
Customer: Roy Avis		911 Address: LOT 36 CONC 2		Preparation Date: 4/27/2021	
Address: 600 King's Hwy Fort Frances ON P9A 2W9		Lot: 36	Concession: 2	Rate Class: SEASONAL - Residential	
		Township: Watten		D.S.: Burliegh	
Primary # 807-2747049		RP#:	Sublot:	Customer Cable: No	Feeder: F1
Bus.:		Contractor:		Service Size: 200 Amps	Switch: 254
Fax:		Ph #:		Acct #:	Transformer: 3802



Line Expansion - 200A Under Ground Connection

Driving Directions: East of Fort to Sunny Cove Camp.
Driveway access just past devlin Automotive on left, #1200.

Burliegh DS F1
Sw 254 / Transformer
Red Phase
Bucket Accessible WL1, WL4, WL5
Offroad WL2, WL3

HYDRO ONE OR CONTRACTOR:
WL1: CLKZWF

- Supply and install 12" Single Helix PISA at min 3m lead DL5-201
- Supply down guy DL5-101

WL2: New 40'C4 Wood Pole

- Supply and install new 40'C4 wood pole in earth
- Supply and install down ground DL12-301
- Supply and install primary framing DL3-102
- Supply and install 12" single helix PISA at min 3m lead DL5-201
- Supply and install down guy DL5-101

WL3: New 40'C4 Wood Pole

- Supply and install new 40'C4 wood pole in earth
- Supply and install down ground DL12-301
- Supply and install primary framing DL3-101

WL4: New 40'C4 Wood Pole

- Supply and install new 40'C4 wood pole in 3 leg rock mount DL4-206
- Supply and install down ground DL12-301
- Supply and install primary framing DL3-104
- Supply and install rock anchors at min 3m lead DL5-207 (x2)
- Supply and install down guy DL5-101 (x4)

WL5: New 40'C4 Wood Pole

- Supply and install new 45'C3 wood pole in 3 leg rock mount DL4-206
- Supply and install down ground DL12-301
- Supply and install primary framing DL3-105
- Supply and install rock anchor at min 3m lead DL5-207
- Supply and install down guy DL5-101 (x2)
- Supply and install secondary riser on pole DU-08-401

WL1 - WL5: New Line

- Supply and install 630m of #2 primary conductor (315m primary + 315m neutral)

HYDRO ONE:

WL1: CLKZWF

- Supply and install primary framing DL3-104
- Attach down guy to pole DL5-101

WL5: Transformer Pole

- Supply and install new 7.2kV 25KVA transformer #3802 and faming DL9-101

WL6: Meter Base

- Supply and install 2S meter in meter base RM7-14.1 D1

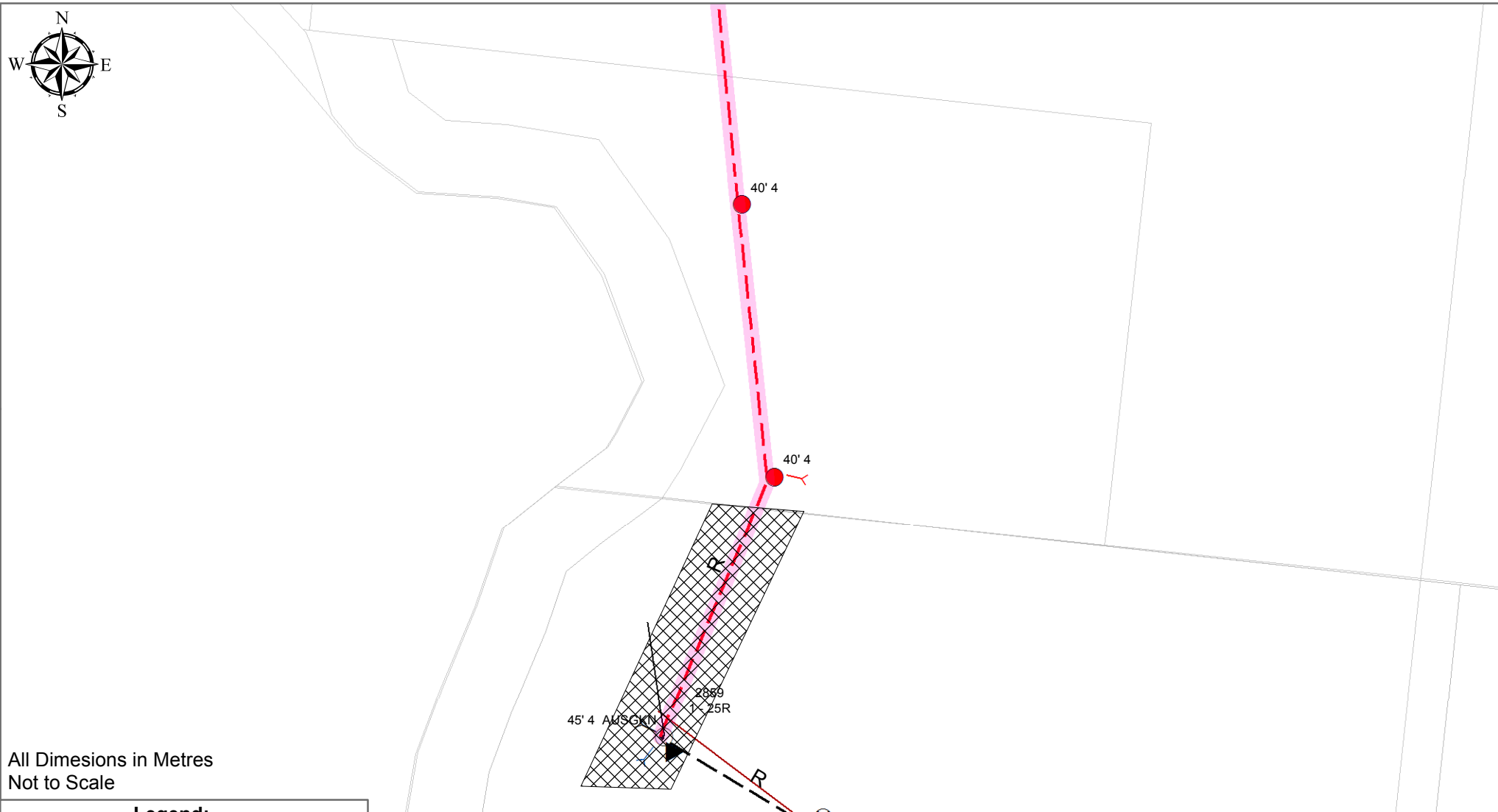
Notes: The Customer has 180 days to execute the Customer Service Contract ("Contract") with Hydro One and pay all amounts payable under the Contract. This layout is valid until the earlier of either:
(a) 180 days from the date of Contract execution and receipt of Customer payment; or (b) 360 days from the "Preparation Date" identified on the layout. The Customer may have to pay for a re-design (which means the Customer will receive a new layout) should the Customer:
(a) not execute the Contract with Hydro One and pay all amounts payable under the Contract within the 180 day timeframe referenced in the Contract; and/or (b) make changes to their requirements which requires Hydro One to make revisions to the work that needs to be performed by Hydro One or the Customer.

- All work to be done to Electrical Safety Code

Existing	Hydro One or Contractor Section 3.0	Work by Customer
Hydro One Only Section 2.0	Work by Others (Bell or LDC)	
Remove - Hydro One or Contractor Section 3.0	Remove - Hydro One Only - Section 2.0	
Remove - By Customer	Remove - By Others (Bell or LDC)	


Order LE302498644_FF_2021_13_WATTEN_Roy_Avis

Hydro One Phone #:	888-835-9444	Service Centre Name:	Fort Frances	Secondary Voltage:	120/240
Hydro One Fax #:	866-269-6897	Prepared By:	Zachary Koomans	SAP Order #:	62938121
Electrical Safety Authority:	877-372-7233	Departure Date & Time:	04/26/2021 10:15:00 AM	CM Number:	385879
		Arrival Date & Time:	04/26/2021 10:00:00 AM	Customer #:	0100979606



All Dimesions in Metres
Not to Scale

Legend:

new pole	●
new anchor	Y
new line	--- or --- or ---
existing pole	○
existing anchor	Y
existing line	--- or --- or ---
easement area	

Dimensions: i.e. 5m +/- 10%
(pending final survey)



Owner Name

Owner Signature

Owner Name

Owner Signature

Hydro One Name Zachary Koomans

Hydro One Signature

Date 4/27/2021

Operating Center
Fort Frances

Cost Center

Work Order
62938121

Lot

Concession

Township

Former (or Geographic) Township

County/Region

40083

rev. 13-06

schedule 'A'

property easement sketch

Plan

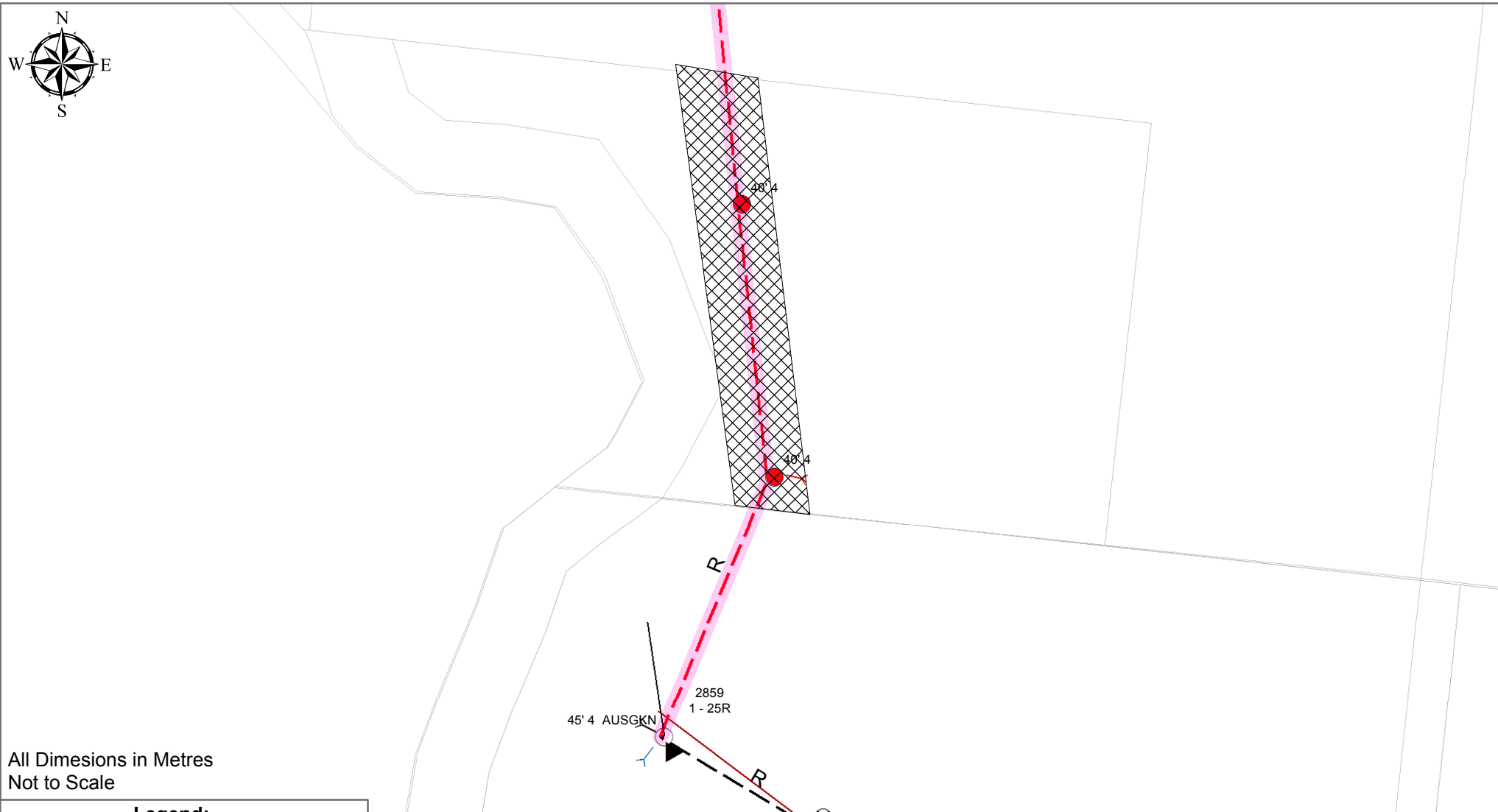
Sublot

PIN

Comments


The location of the new or existing poles
anchors or equipment may not be exact.
The stake marks the final location.

AGENDA ITEM #2.4



All Dimesions in Metres
Not to Scale

Legend:

new pole	●
new anchor	Y
new line	----- or ----- or -----
existing pole	○
existing anchor	Y
existing line	----- or ----- or -----
easement area	

Dimensions: i.e. 5m +/- 10%
(pending final survey)



Owner Name

Owner Signature

Owner Name

Owner Signature

Hydro One Name Zachary Koomans

Hydro One Signature

Date 4/27/2021

Operating Center
Fort Frances

Cost Center

Work Order
62938121

Lot

Concession

Township

Former (or Geographic) Township

County/Region

40083

rev. 13-06

schedule 'A'

property easement sketch

Plan

Sublot

PIN

Comments

The location of the new or existing poles
anchors or equipment may not be exact.
The stake marks the final location.

AGENDA ITEM #2.4



301 VICTORIA AVENUE
FORT FRANCES, ONTARIO P9A 2C1
PHONE (807) 274-3287
FAX (807) 274-7875

May 4, 2021

Mayor and Council, Town of Fort Frances
320 Portage Avenue
Fort Frances, ON
P9A 3P9

Dear Mayor and Council;

In 2005, Mayor and council had a vision for health care in Fort Frances. That vision saw the formation of a new entity, "Fort Frances Community Clinic" (FFCC); a not-for-profit community-based corporation that would replace the current model of physician purchase partnership into a health care clinic. The strategic vision of council was to grow a resource rich health care system for its citizens by reducing barriers to physician recruitment through the elimination of physician buy-in model.

With the communication of this vision, a small working group was formed and began working towards the creation of a new corporation that would replace the existing physician business model. At the same time, the Ministry of Health was introducing the second wave of Family Health Team models for primary care delivery. Following negotiations, the working group, physicians and town administration arrived at a final deal which resulted in the formation of the Fort Frances Community Clinic. In addition, there Ministry of Health approved the start up of the Fort Frances Family Health Team (FF FHT).

The town's commitment was demonstrated through the provision of a 1 million-dollar, 15-year interest free loan that would see the clinic building purchased by the FFCC and see the final agreement come to fruition. The town further demonstrated their commitment to healthcare by supporting the FFCC's purchase of the old library and more recently through the considerable efforts of council and your administration to acquire the parking lot situated between the FFCC and the old library.

Over the past 13 years, the FFCC and the FF FHT have delivered quality healthcare to our citizens and continue to grow and expand primary care programs and services that meets the needs of our community. This is a collaborative effort between the Fort Frances Physicians Group and the FF FHT which provides an interdisciplinary healthcare team comprised of Nurse Practitioners, nurses and a Registered Dietitian.

With the continued growth and development of primary care services, the FFCC is a tired building that is bursting at the seams. With ongoing program development, increased service demands and the need to

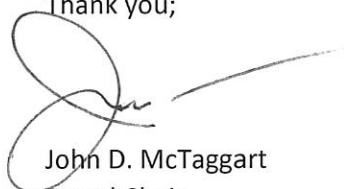
grow a resource rich and accessible health care system through physician and health provider recruitment, the FFCC is in the planning stages of a new clinic which would see a new build attached to the old library. A new clinic will provide a healthy and modern work environment for staff as well as an accessible healthcare clinic with expanded services to meet patient needs.

Today we have reached a significant milestone in the history of the FFCC. Through ongoing planning, development and a commitment to improved healthcare, the FFCC Board of Directors are making early payment on the outstanding portion of the original loan from July 2007. Please accept the early deliverance of this cheque as our final payment.

As we continue our move ahead towards a new clinic build and improved healthcare system, we want to thank the town of Fort Frances for your unwavering support and commitment of primary healthcare in our community; we are truly grateful.

On behalf of the Fort Frances Community Clinic Board of Directors.

Thank you;

A handwritten signature in black ink, appearing to be 'John D. McTaggart', with a long horizontal stroke extending to the right.

John D. McTaggart
Board Chair

TOWN OF FORT FRANCES

BY-LAW NO. 12 / 21 - A

(Being a By-Law to amend by-law 12/21, to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2021).

WHEREAS pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, (“the Act”) as amended, Council adopted a budget including estimates of all sums required during the year for the purposes of the municipality including amounts sufficient to pay all debts of the municipality falling due within the year, amounts required to be raised for sinking funds and amounts required for any board, commission or other body;

AND WHEREAS on April 26, 2021 Council approved a report from D. Galusha, Treasurer to change the installment dates for the final tax billing in 2021.

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

2. That Installment Due Dates be amended as follows:

First Installment: August 31, 2021

Second Installment: September 30, 2021

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

READ THREE TIMES and finally passed in open Council this 10th day of May 2021.

J. Caul, Mayor

E. Slomke, Clerk

**THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO. 03/14 – XXXXX**

(Being a By-Law to amend Zoning By-Law #03/14, as amended – 820 Fifth Street East)

WHEREAS Northwest Catholic District School Board is the registered and beneficial owner (the “Owner”) of the property (the “Property”) municipally known as 820 Fifth Street East, Fort Frances, Ontario, and legally described as PCL 18499 SEC RAINY RIVER; PT LT 23 RIVER RANGE MCIRVINE; PT LT 24 RIVER RANGE MCIRVINE PT 2 RR164 EXCEPT PT 1, 48R1193; FORT FRANCES.

AND WHEREAS the Owner appointed Dan McCormick of the Rainy River District Social Services Administration Board (the “Agent”) to act as the Agent for the rezoning application.

AND WHEREAS the Property’s current zoning is Institutional (I).

AND WHEREAS the Agent has, submitted an application (the “Application”) to amend the Zoning By-Law 03/14, as amended (the “Zoning By-Law”) to change the zoning designation of and for, and site specific to, the Property to Residential Type Two (R2) with a site specific permitted accessory use as a day nursery.

AND WHEREAS the Municipality deems it desirable to amend the Zoning By-Law to change the zoning designation of and for, and site specific to, the Property to Residential Type Two (R2) with a site specific permitted accessory use as a day nursery.

AND WHEREAS in accordance with Section 34(12) of the Planning Act, a Public Meeting was held on Monday April 12, 2021 to consider the subject Zoning By-Law Amendment, with adequate notice provided to the public according to Ontario Regulation 545/06 and Section 34(14.1) of the Planning Act on March 4, 2021.

AND WHEREAS at its meeting held Monday April 26, 2021, Council approved the report of the Municipal Planner, supported by recommendations from the Planning and Development Executive Committee and the Committee of Adjustment, that the application be approved.

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

1. That the Town of Fort Frances Zoning By-Law 03/14 be amended to change the zoning of the Property known as 820 Fifth Street East from Institutional (I) to Residential Type Two (R2) with a site specific permitted accessory use as a day nursery.

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 thereupon shall be effective from the date of its passing.

READ THREE TIMES AND FINALLY PASSED in open Council this 10th day of May 2021.

J. Caul, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. XX/XX

(Being a by-law to provide for traffic controls and parking restrictions during the King’s Highway Reconstruction (Contract 20-OF-11), the Municipal Act, R.S.O. 2001, the Highway Traffic Act, R.S.O. 1990).

WHEREAS on August 10th, 2020, Council awarded a tender for the King’s Highway Reconstruction (Contract 20-OF-11),

AND WHEREAS on May 3rd, 2021, the Planning & Development Executive Committee recommended that Council approve a temporary traffic and parking control by-law.

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

1. That, in addition to the provisions of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law, the interim traffic controls and parking restrictions be in effect as follows:

TRAFFIC CONTROLS & PARKING RESTRICTIONS ALL STAGES OF PROJECT

1) SIGNAL-LIGHT TRAFFIC CONTROL SYSTEM

NO. INTERSECTION

1. East of Pit Road #1.
2. West of Pit Road #2.

The restrictions imposed by the signal-light traffic control system on specified streets in this section are the same as imposed in Section 5.16, 5.16.1, 5.16.2 of Town of Fort Frances By-Law No. 21/14 and as if included in Schedule “R” (Signal-Light Traffic Control Systems) under said By-Law No. 21/14.

2. If it is determined to be in the public interest to impose, in addition to the specific controls and restrictions included in Section 1. above, certain additional restrictions in the form of traffic controls and/or parking restrictions on a temporary basis along said alternative traffic routes, then the installation of all such signs or traffic control devices is hereby authorized and said signs or traffic control devices so installed under authority of this section shall be enforceable in similar manner as though they were installed under authority of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law.
3. The provisions of this by-law shall be in force and effect only during the King’s Highway Reconstruction (Contract 20-OF-11),

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 10th day of May 2021.

J. Caul, MAYOR

E. Slomke, CLERK

TOWN OF FORT FRANCES

BY-LAW NO. xx/21

(Being a by-law to authorize a premises license for purposes of operating a food truck at 1101 Front Street with 1930709 Ontario Inc.)

WHEREAS on April 12, 2021, Council approved a report from C. Vangel, CBO / Municipal Planner as recommended by the Planning & Development Executive Committee to approve a license of premises agreement with 1930709 Ontario Inc. to allow it to park a Food Services Vehicle on the premises known as Sorting Gap Marina located at 1101 Front Street.

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

- 1. That the license of premises agreement with 1030709 Ontario Inc., in the form of Schedule “A” attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of May 2021.

J. Caul, Mayor

E. Slomke, Clerk

Food Services Vehicle Agreement/License of Premises

DRAFT REV. 4

THIS AGREEMENT ("Agreement") made this ** day of *****, *****, by and between

The Corporation of the Town of Fort Frances,
a company incorporated under the laws of the Province of Ontario,

("Licensor")

-and-

1930709 Ontario Inc.
a company incorporated under the laws of The Province of Ontario.

("Licensee"),

WHEREAS the Licensor, The Corporation of the Town of Fort Frances is the owner of the premises known as the Sorting Gap Marina ("Marina") located at 1101 Front Street, Fort Frances, ON;

AND WHEREAS The Licensee, 1930709 Ontario Inc., operates a food services vehicle, also known as a "food truck", possesses a current license to do so from the municipality and wishes to Operate it's food truck at the Marina.

WITNESSETH: That for and in consideration of the mutual promises and subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee the right and licence to install, maintain and operate, in accordance with the provisions hereinafter set forth, a food service vehicle and restaurant patio ("Food Service Vehicle"), on a portion of those premises commonly known as The Sorting Gap Marina, which premises are owned by the Licensor. Licensor and Licensee acknowledge and agree that Licensee shall have the right to exercise its rights contained herein,

1. Term

The Licensee may operate on the Licensed Premises up to October 15th of the year of the execution of this Agreement.

After October 15th the Licensor may at its sole discretion grant permission to the Licensee to operate the Food Services Vehicle. Such permission, if given will be granted in writing. Further, the Licensor shall have the authority to give such permission and to withdraw such permission based on changing conditions. The decision of whether to allow operations to occur will be made at the sole discretion of the Licensor.

2. Location

The Licence granted under this Agreement shall apply with respect only to the Marina.

3. Payments

Commencing on the date on which the Food Service Vehicle opens for business the Licensee shall pay to Licensor throughout the Initial Term as license fees ("Licence Fees") the amount of \$1.00 per year, payable in advance.

4. Use and Occupancy

Licensee shall have the right to use and occupy approximately one thousand (1000) square feet located behind the Marina building on the Southeasterly portion of the Shevlin Wood Yard ("Licensed Location") as shown outlined in red on Schedule "A". Licensee shall have the right to use the Licensed Location only for the purposes of operating a Food Service Vehicle and restaurant patio and for no other purpose. Any solicitation of customers shall be done in a professional and courteous manner. The Licensee shall not operate the Food Service Vehicle in any location other than the Licensed Location without first obtaining the written consent of the Licensor, which consent may be unreasonably withheld.

The Licensee and the Licensor acknowledge and agree that the Licensee shall have the right to exercise its rights contained herein subject to and subordinate to the provisions of a lease that will be granted by the Licensor to a third party for the operation of a Marina at or near the Licensed Location and, its employees and/or agents shall not do or fail to do anything in or at the Licensed Location which would interfere with the operation of the Marina. Licensor may, from time to time, give Licensee notice of any act or omission by Licensee, its employees or agents that is, would or could interfere with the operation of the Marina at or near the Licensed Location. Upon Licensee's receipt of notice, Licensee, its employees and/or agents shall promptly cease and refrain from doing at all future times any and everything that Licensor advises Licensee is, would or could interfere with the operation of the Marina.

Licensee shall maintain and conduct its operations in a first class and proper manner. Licensee's use of the Licensed Location shall be subject to such reasonable limitations and restrictions as Licensor may, from time to time, impose (including hours of operation during which the Food Service Vehicle and/or the Marina are open to the public); provided, however, that such restrictions and limitations shall not unreasonably interfere with or hinder Licensee's operations at the Licensed Location. Except in the case of an emergency, Licensee's personnel shall not block or unduly restrict access to the Marina.

5. Licensee's Employees

All persons employed by Licensee in or about or in connection with the operation of the Licensed location shall be Licensee's employees for all purposes. Licensee shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other coverages which may be required by law or by paragraph 9 herein below with respect to Licensee's employees.

Licensee's employees and invitees shall be entitled to use toilets, "break-rooms" and other similar facilities provided by Licensor subject to any rules and regulations promulgated by Licensor.

6. Improvements, Additions, and Signs

Licensee, at its sole cost and expense, shall construct and furnish all fixtures, equipment and furnishings (including but not limited to fenced boundaries) which it deems necessary or desirable for its operations at the Licensed Location and shall pay for all costs of modification of the existing Licensed Location or the installation of its fixtures, equipment and furnishings. Licensee shall comply with all applicable laws, orders and regulations of federal, provincial and municipal authorities and with any direction given by a public officer pursuant to law and with all regulations of any fire underwriters association having jurisdiction. Licensee shall not make any modification nor shall it attach any fixtures or equipment to the Marina utilities without Licensor's prior written approval. Licensee shall submit plans and specifications in reasonable detail (including, without limitation, electrical and mechanical systems, design, colour and proposed materials) of the proposed fixtures, equipment and furnishings to Licensor for written approval prior to doing any work. Licensee shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the Licensed Location. Subject to Licensor's prior written consent, Licensee may place a sign identifying its operation in the Marina window (provided the Marina Lease and applicable law permits such sign). Exterior signs shall be subject to any restrictions imposed on Licensor and applicable law and to the prior written consent of Licensor. Any work done pursuant to this article shall be at times which are agreeable to Licensor. Licensor may require the Licensee to

temporarily cease carrying on the whole or part of the work, and the Licensee agrees to immediately cease work, provided that Licenser prescribes a time or times during which such work may be continued by the Licensee.

7. Maintenance and Repair

Licensee, at its sole cost and expense, shall take care of and maintain the Licensed Location in good order and repair. Licenser may, at its sole cost and expense, take care of and maintain or cause to be maintained, such portions of the Marina other than the Licensed Location as may affect the Licensed Location, including without limitation, plumbing, electrical equipment (except any equipment in the Licensed Location and any equipment installed by Licensee), and all other structural portions of the Marina; provided however, that the preceding shall not obligate the Licenser to undertake such maintenance on behalf of the Licensee. Licenser and its contractors shall be granted access during normal business hours to enter the Licensed Location for the purpose of servicing, maintaining and otherwise performing service in connection with the Marina; provided, however, that they shall in no event disrupt Licenser's business.

The Licensee shall at its own cost and expense at all times during the currency of this Agreement, keep the Licensed Location in a neat, safe and tidy condition, removing or causing to be removed therefrom all papers, refuse, litter, waste or rubbish arising out of the operations of the Licensee all to the satisfaction of the Licenser at its sole and absolute discretion. The Licensee shall be solely responsible for waste removal on the Licensed Location.

8. Services, Utilities, Accessibility, and Public Toilets

Licensee shall be solely responsible for providing all utilities and services required at the Licensed Location at its sole and absolute expense, including but not limited to electrical and water services. At no time during the course of the term or any renewal thereof shall the Licensee be permitted to use Marina utilities.

Licensee shall be solely responsible for compliance with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2001, S.O. 2001, c. 32* as may be amended as well as its accompanying regulations (together the "Accessibility Act"); shall be responsible at its sole cost and expense for rendering the Licensed Location in compliance therewith; and, Licensee shall indemnify and hold harmless Licenser, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out a violation of the *Accessibility Act* at the Licensed Location.

9. Insurance

Licensee shall also keep in force during the term of this Agreement:

(a) Commercial General Liability Insurance

Commercial General Liability insurance satisfactory to the Licenser and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- i. A limit of liability of not less than \$5,000,000.00/occurrence with an aggregate of not less than \$5,000,000.00;
- ii. The Town of Fort Frances shall be listed as an additional insured with respect to the operations of the Named Insured;
- iii. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured;
- iv. Non-owned automobile coverage with a limit not less than \$2,000,000.00 and shall include contractual non-owned coverage (SEF 96);
- v. Products and completed operations coverage;
- vi. Broad Form Property Damage;

- vii. Contractual Liability;
- viii. The policy shall provide 30 days prior notice of cancellation; and,
- ix. Host Liquor Liability

(b) Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario having an inclusive limit of not less than \$2,000,000.00 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Licensee.

(c) Property Insurance

Property Insurance for any property being brought onto municipal property owned by the Licensee.

(d) Primary Coverage Insurance

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Licensors shall be named as a named additional insured in any policy of insurance required to be carried hereunder and shall receive thirty (30) days' notice of cancellation of any such insurance policy. Licensee shall furnish Licensors with a copy of the insurance policy or certificate evidencing such coverage upon request and/or within ten (10) days prior to the Rent Commencement Date.

Licensee shall, at its own cost and expense, comply with all regulations or orders of any insurance company of companies relating to its operation.

10. Indemnification

Licensee shall indemnify and hold harmless Licensors, its employees and agents from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out of illness or injury, including death of any person or property damage to any property, and which arise from or in any manner grow out of any act or omission of Licensee, its agents, partners, independent contractors, or employees. Licensee shall immediately respond and assume the investigation, defense and expense of all claims and causes of action arising out of or in connection with such occurrences. Licensors may, at its sole cost and expense, join in such defense with counsel of its choice.

The Licensee hereby waives all rights of recovery against Licensors, its agents, customers and employees for damage or destruction to its goods, fixtures and equipment arising out of fire, water damage or other casualty whether or not caused by the acts or negligence of Licensors, its agents, customers and employees excepting only the gross negligence thereof.

11. Default

If Licensee fails to pay the Licence Fees, or any other charge provided for hereunder when the same is due, and the same shall not be paid after ten (10) days, or if Licensee breaches any other covenant of this Agreement and fails to remedy same within twenty (20) days after written notice of such breach, or as to matters which cannot be remedied in twenty (20) days fails to commence efforts to remedy such default within such twenty (20) day period and thereafter diligently to prosecute such efforts, Licensors may, in addition to any other rights it may have under this Agreement, declare this Agreement terminated and Licensee shall thereupon promptly vacate the Licensed Location, delivering same to Licensors in the condition set forth in paragraph 13 below, and if Licensee fails to do so, it shall be liable to Licensors for Licensors's cost of doing same. Anything in this Agreement to the contrary, notwithstanding if Licensee shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if Licensee or its interest hereunder shall be levied upon or sold under execution of other legal process, Licensors may immediately terminate this Agreement without notice and all Licence Fees in arrears, together with the next three (3) month's Licence Fees shall immediately become due and payable. In addition to all other rights and remedies available to Licensors pursuant

to this paragraph and all other sums due or payable to Licensor hereunder, if this Agreement shall be terminated as provided herein due to the default(s) of Licensee, then Licensor shall be entitled to receive and Licensee shall be obligated to pay to Licensor promptly upon the termination of this Agreement, as liquidated damages and not as a fine or penalty, an amount equal to all sums due or that were to become due and payable to Licensor pursuant to paragraph 3 above through and including the regularly scheduled expiration date of this Agreement discounted to present value at a discount rate of six (6%) percent per annum.

12. Termination

Either Licensor or Licensee may terminate this Agreement upon thirty (15) days written notice to the other.

13. Possession Upon Termination

Upon any termination of this Agreement, whether at the end of the Term or otherwise, Licensee shall remove all its leasehold improvements and trade fixtures, make good any damage caused by such removal, and surrender peaceful possession of the Licensed Location in as good condition as it received the same.

14. Damage to Premises

If, by fire or other casualty, the Licensed Location is destroyed or damaged to the extent that Licensee is deprived of occupancy or use of the same, Licensor agrees to notify Licensee as to whether it or the Licensor has decided to repair the damage or destruction resulting from any casualty as soon as possible. If Licensor elects to repair such damage or destruction, Licensor shall proceed with due diligence to restore the Marina. If the Marina is repaired, Licensee shall proceed with due diligence to restore the Licensed Location to substantially the same condition as existed before such damage or destruction, and the sums payable hereunder with regard to such Licensed Location shall be abated until Licensor's restoration and/or restoration by the Licensor is completed. If Licensor notifies Licensee that Licensor has decided not to repair such damage or destruction, this Agreement shall be terminated. Nothing herein contained shall obligate Licensor to undertake any repair and/or restoration obligations.

15. Assignment

This Agreement may not be assigned or sublicensed without the written permission of Licensor which permission may be arbitrarily or unreasonably withheld. In any event, Licensee shall at all times remain liable hereunder. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and assigns.

16. Remodelling of Marina

Licensee recognizes that Licensor may, from time to time, wish to remodel or rearrange the Marina and the surrounding lands, or to conduct environmental testing at (hereinafter collectively referred to as "Remodel") the Marina and the surrounding lands. In the event that the Remodel affects the Licensed Location, Licensor agrees to discuss with Licensee the Remodel to determine if the Food Service Vehicle can be moved to another location mutually satisfactory to Licensee and Licensor within the Marina. If Licensee or Licensor does not agree on the new location within thirty (30) days of Licensor's proposal, this Agreement shall terminate effective on the date which is two (2) weeks prior to Licensor's scheduled date for commencement of the Remodel.

17. Security

Licensee acknowledges that (a) Licensor is not an insurer of the Licensed Location; (b) Licensor does not undertake to provide any security for the Licensed Location; and (c) that it shall be Licensee's obligation to provide security for Licensee's facilities.

18. Entire Agreement

The Parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to the right and license to install, operate and maintain the Food Service Vehicle. There are no promises, agreements or understandings, either oral or written, between them regarding such matters other than as is set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

19. Captions

The captions of the several sections of this Agreement are not part of the text hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

20. Severability

Each provision contained in this Agreement shall be independent and severable from all other provisions contained herein, and the invalidity of any such provisions shall in no way affect the enforceability of the other provisions.

21. Governing Law

This Agreement shall be governed and controlled by the laws of the Province of Ontario.

22. Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of Licensor and Licensee, their successors and permitted assignees.

23. Notices

All notices and communications hereunder shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when delivered personally or when deposited in Canada by registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to Licensor, then in duplicate to: The Corporation of the Town of Fort Frances
320 Portage Avenue, Fort Frances, ON P9A 3P9
- (b) If to Licensee, then to: Stacey Cridland
1930709 Ontario Inc.
232 Scott Street, Fort Frances, ON P9A 1G7

The names and addresses for the purpose of this paragraph may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice of change of address is actually received, the most recent name and address applicable under this Agreement may be used for all purposes hereunder.

24. Force Majeure

The performance of a party (except for payment of monies) shall be excused during the period and to the extent that such performance is rendered impossible, impractical or unduly burdensome due to acts of God, strikes, lockouts, or labour difficulty, unavailability of parts through normal supply sources, failure of any utility to supply its services for reasons beyond a party's control, explosion, sabotage, accident, riot or civil commotion, act of war, fire or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused.

[Signatures to Follow]

IN WITNESS WHEREOF the parties hereto have caused duplicate counterparts of this Agreement to be duly executed and delivered on or as of the date first set forth at the beginning of this Agreement.

1930709 Ontario Inc.

per _____

Name:

Title:

per _____

Name:

Title:

We have the 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

TOWN OF FORT FRANCES

BY-LAW NO. xx/21

(BEING a by-law to approve an agreement with CIBC for banking services - the *Municipal Act, 2001*, S.O. 2001, c.25, Section 8.)

WHEREAS on April 26th, 2021, Council approved a report from D. Galusha, Treasurer as recommended by the Administration & Finance Executive Committee to enter into an agreement with Canadian Imperial Bank of Commerce for the provision of banking services;

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

1. That the agreement with the Canadian Imperial Bank of Commerce in the form of Schedule "A" attached hereto for provision of banking services 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 10th day of May 2021.

J. Caul, Mayor

E. Slomke, Clerk



Canadian Imperial Bank of Commerce
David Cohen, Manager
Public Sector and Not-for-Profit Group
222 Queen Street, 2nd Floor
Ottawa, Ontario K1P
5V9

April 20, 2021

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

Attention: Dawn Galusha, Treasurer

Dear Ms. Galusha:

Re: Credit Facilities

Canadian Imperial Bank of Commerce (“CIBC”) is pleased to establish the following credit facility(ies) in favour of The Corporation of the Town of Fort Frances (the “Borrower”).

Credit A: Revolving Facility

Credit Limit:	\$4,000,000.
Purpose:	All amounts obtained under this Credit are to be used for expenses incurred in the normal course of business by the Borrower.
Description and Rate:	<p>A revolving Credit, available as follows:</p> <ul style="list-style-type: none"> ▶ Canadian dollar loans, which will also be available by way of overdrafts. ▶ Interest on Canadian dollar loans will be calculated at the Prime Rate minus 0.50% per annum.
Repayment:	All amounts under this Credit are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time.

Credit B: Demand Instalment Loan

Loan Amount:	\$551,968
Purpose:	All amounts obtained under this Credit were used to combine two loans that matured on Dec 31, 2017. These loans were

originally used for the Honeywell project.

Description and Rate:

A non-revolving Instalment Loan. Principal that is repaid is not available to borrow. Interest on this loan is payable monthly.

Interest on this loan will be calculated at a fixed rate of 4.397% per year for a period maturing December 31, 2022.

Repayment:

On demand. Until demand, this facility is repayable as follows:

21 regular monthly payments of CDN\$26,284.18 each, plus accrued interest payable monthly are due on the last day of the month with next payment due April 30, 2021.

The last regular instalment payment plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

You may only prepay this Facility in accordance with the terms outlined in Schedule A of the agreement dated January 4, 2018.

Security

All Credits are provided on an unsecured basis.

Documentation

Borrowing By-Laws:

By-law authorizing Facility A in form and substance satisfactory to CIBC. A new resolution is to be provided annually as required.

Borrowing By-Laws:

By-Law #47/12 and 67/10 from the Corporation of the Town of Fort Frances RE: Borrowing to Meet Specific Expenditures (with respect to Capital Expenditure), authorizing Facility B.

Reporting Requirements

Reporting Requirements:

The Borrower will provide to CIBC:

- ▶ within 180 days after the end of each fiscal year, the audited consolidated financial statements of the Borrower for such year
- ▶ within 180 days after the end of each fiscal year, a

business plan/forecast for the Borrower for its next fiscal year, including projected balance sheets, income statements and cash flows and financial covenant calculations for such next fiscal year

Other Provisions

Schedule A: The attached Schedule A, which contains certain additional provisions applicable to the Credits, and certain definitions, forms part of this Agreement.

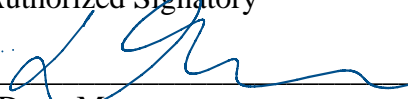
Replacement: This letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any credit facility established by CIBC in favour of the Borrower.

Please indicate your acceptance of these terms by signing below and returning the enclosed copy to our attention no later than May 14, 2021.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
 Name: David Cohen
 Title: Authorized Signatory

By:  _____
 Name: Doug Mara
 Title: Authorized Signatory

Accepted this ____ day of _____.

The Corporation of the Town of Fort Frances

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____

**SCHEDULE A - ADDITIONAL DEFINITIONS AND PROVISIONS
FOR DEMAND FACILITIES**

1. GENERAL

1.1 Use of Funds, Returns. The Borrower will use the Credits only for the purposes specified in this Agreement. The Borrower may not at any time exceed the limit of any Credit, and CIBC may, without notice to the Borrower, return any item that, if paid, would result in the limit of any Credit being exceeded. If, on the other hand, CIBC in its sole discretion elects to pay any such item, the Borrower will pay to CIBC immediately the amount by which the limit of the applicable Credit has been exceeded.

1.2 Notice of Failure. The Borrower will promptly notify CIBC of the occurrence of any failure to perform or observe any of its covenants in this Agreement.

1.3 Confidentiality. The terms of this Agreement are confidential between the Borrower and CIBC, and accordingly the Borrower will not disclose the contents of this Agreement to anyone except its professional advisors.

1.4 Applying money received. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, all moneys received by CIBC from the Borrower or from any Security may be applied on such parts of the Borrower's liabilities to CIBC as CIBC may determine.

1.5 Right of Set-Off. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, CIBC is authorized at any time to set-off and apply any deposits held by it and any other amounts owed by it to or for the credit of the Borrower against any and all of the obligations of the Borrower with respect to the Credits, irrespective of whether or not CIBC has made any demand and even though any such obligations may not yet be due and payable.

1.6 Registration of Security. The Security will be registered or filed in all jurisdictions and in all offices as CIBC considers necessary or advisable from time to time to create, perfect or protect any Lien created thereby.

1.7 Expenses. The Borrower will reimburse CIBC for all fees and out of pocket expenses (including fees and expenses of CIBC's solicitors and of any other experts and advisors hired by CIBC) incurred in preparing, registering and renewing any Security, in responding to requests from the Borrower for waivers, amendments and other matters, in enforcing CIBC's rights under this Agreement or any Security, and in discharging any Security.

1.8 Further information requirements. The Borrower will provide such further information about its business and its Subsidiaries as is reasonably requested by CIBC from time to time, and such information shall be in a form acceptable to CIBC.

1.9 Consent to release information. CIBC may from time to time give any credit or other information about the Borrower to, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any person, firm or corporation with whom the Borrower may have or proposes to have financial dealings, and (iii) any person, firm or corporation in connection with any dealings the Borrower has or proposes to have with CIBC. The Borrower agrees that CIBC may use that information to establish and maintain the Borrower's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's Subsidiaries when it is considered that this may be suitable to the Borrower.

1.10 Instructions by fax, phone and e-mail. The Borrower may deliver, and CIBC may accept, instructions by fax, telephone (including cellular phone) and internet e-mail ("Electronic Communication"), according to CIBC-approved procedures, which procedures may be limited to particular types of communications or services. Unless the Borrower expressly indicates otherwise, the Borrower agrees that CIBC may also communicate with the Borrower by e-mail or fax. This may include (i) CIBC sending confidential information to the Borrower, at the Borrower's request; or (ii) the Borrower sending confidential information to CIBC. An Electronic Communication may not be a secure means of communication and the Borrower assumes responsibility for the risks of using Electronic Communications including, without limitation, the possibility that an Electronic Communication is: intercepted by or sent to an unauthorized person, misunderstood, lost, delayed, or not received by CIBC at all. CIBC is entitled to rely upon any Electronic Communication from or purporting to be from the Borrower, as if such instructions were given in writing. However, CIBC may choose not to act upon an Electronic Communication if it believes that the Electronic Communication is unauthorized, incorrect or unclear. CIBC shall not be liable for, and the Borrower will indemnify and save CIBC harmless from, any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct) including among other things all legal fees and expenses, arising from CIBC acting or declining to act on any of your Electronic Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC under this Agreement or otherwise.

1.11 Further Assurances. The Borrower will, and will ensure that each of its Subsidiaries will, from time to time promptly upon request by CIBC do and execute all such acts and documents as may be reasonably required by CIBC to give effect to the Credits and the Security, and to any transfer pursuant to section 1.16 of this Schedule.

1.12 Insurance. The Borrower will, and will ensure that each of its Subsidiaries will, keep all its respective assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks CIBC may reasonably require. If CIBC requests, these policies will include a loss payable clause (and with respect to mortgage security, a mortgagee

clause) in favour of CIBC. As further security, the Borrower assigns all insurance proceeds to CIBC. The Borrower will provide to CIBC either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, CIBC may (but shall have no obligation to) insure the property. The Borrower will notify CIBC immediately of any loss or damage to any such asset or property.

1.13 Environmental. The Borrower will, and will ensure that each of its Subsidiaries will, carry on its business, and maintain its assets and property in accordance with all applicable environmental laws and regulations. If there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with the business or property of the Borrower or any of its Subsidiaries, and CIBC pays any fines or for any clean-up suffers any loss or damage as a result of the Discharge, the Borrower will reimburse CIBC, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If CIBC asks, the Borrower will defend any lawsuits, investigations or prosecutions brought against CIBC or any of its directors, officers, employees and agents in connection with any Discharge. The Borrower's obligation under this section continues even after all Credits have been repaid and this Agreement has terminated.

1.14 Related Transactions. None of the Borrower and its Subsidiaries will enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its Affiliates, or with any of its or their directors or officers, or enter into, assume or permit to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of the Borrower or such Subsidiary and which is upon fair and reasonable terms not less favourable to the Borrower or its applicable Subsidiary than it would obtain in a comparable arms-length transaction.

1.15 Waiver. No delay on the part of CIBC in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of CIBC, or will be applicable to any other failure or default.

1.16 Assignment. CIBC may assign, sell or participate (herein referred to as a "transfer") all or any part of its rights and obligations under all or any of the Credits to any third party, and the Borrower agrees to sign any documents and take any actions that CIBC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Agreement as if it were a party to it, with respect to all rights and obligations included in the transfer. The Borrower may not assign any of its rights or obligations under any of the Credits.

1.17 Authorized Debits. The Borrower authorizes CIBC to debit its Operating Account for any interest, fees or other amounts that are payable by the Borrower to CIBC with respect to the Credits, as and when such amounts are payable.

1.18 Communications. Any communication or notice to be given with respect to the Credits may be effectively given by delivering the same at the addresses set out on the signature page of this Agreement, or by sending the same by facsimile or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the tenth day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Credits.

1.19 Governing Law. This Agreement shall be governed by the laws of Ontario, and the Borrower submits itself to the jurisdiction of any competent federal or provincial court in such jurisdiction.

1.20 Certain Definitions. In this Agreement the following terms have the following meanings:

"Affiliate" means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if the first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means the attached letter agreement between CIBC and the Borrower, including this Schedule and any other Schedules thereto, as the same may be amended or supplemented from time to time.

"Business Day" means (i) with respect to any amount denominated in Canadian dollars and all matters pertaining thereto, any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Canada, and (ii) with respect to any amount denominated in US dollars and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in Toronto, Canada.

"Compliance Certificate" means an Officer's Certificate in the form prescribed by CIBC and stating, as of the applicable date, (i) that the Borrower is not in default of the observance or performance of any of its covenants in this Agreement (or describing any default then existing), (ii) that all representations and warranties contained in this Agreement are true and accurate as if made on and as of such date (or describing any thereof that are not then true and accurate), (iii) the particulars and calculation of all financial covenants of the Borrower contained in this Agreement.

"GAAP" means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If the Borrower, or the party to which references to GAAP are intended to apply, has adopted International Financial Reporting Standards ("IFRS"), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

"Investment" means, with respect to any person, any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any other person, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of

trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any other person, or any purchase or other acquisition of all or substantially all of the property of any other person.

“Lien” includes without limitation a mortgage, hypothec, whether legal or conventional lien, Prior Ranking Claims, security interest, prior claim, charge or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts, capital leases and leasing.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, considered as a whole, or a material adverse effect on the ability of any of the Borrower and its Subsidiaries to perform its obligations under any of this Agreement and the Security to which it is a party.

“Monthly Statement of Available Credit” means an Officer’s Certificate stating, the amount and particulars of calculation of Receivable Value, Inventory Value (if applicable) and Prior Ranking Claims, and the resulting maximum available amount and undrawn amount of the Demand Operating Credit, as of a specified date.

“Normal Course Lien” means, at any time, the following:

- (i) Liens for taxes and other undetermined or inchoate Liens arising in the ordinary course of business which relate to amounts not overdue or a claim for which has not been filed or registered pursuant to applicable law;
- (ii) easements, rights-of-way, restrictions and other similar encumbrances arising in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value or use of the property subject thereto;
- (iii) Liens created by the Security and other Liens consented to in writing by CIBC;

“Officer’s Certificate” means a certificate, in form satisfactory to CIBC, signed by a senior officer of the Borrower.

“Operating Account” means any Canadian dollar or US dollar account of the Borrower with CIBC as is selected by CIBC from time to time for the purposes hereof.

“Prior Ranking Claims” means, at any time, any liability of any of the Borrower and its Subsidiaries that ranks, in right of payment in any circumstances, equal to or in priority to any liability of the Borrower or such Subsidiary to CIBC, and may include unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker’s compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

“Purchase Money Lien” means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

“Purchase Money Obligation” means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price (and not exceeding the fair market value) of any asset acquired by any of the Borrower and its Subsidiaries.

“Security” means, collectively, all of the items of security held by CIBC for the indebtedness and liabilities, or any part thereof, of the Borrower to CIBC.

“Subsidiary” of any person means any other person of which shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners’ equity or capital or entitlement to profits, are owned beneficially or controlled, directly or indirectly, by any one or more of such first person and the Subsidiaries of such first person, and shall include any other person in like relationship to a Subsidiary of such first person.

2. INTEREST RATES; PAYMENTS; CALCULATIONS

2.1 **Variable interest.** Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes.

2.2 **Payment of interest.** Interest is calculated on the applicable balance at the end of each day. Interest is payable in arrears once a month on the day required by CIBC, unless otherwise specified in this Agreement, and interest on amounts in default is payable on demand.

2.3 **Interest Rate Applicable to Credit Limit Excesses.** The Interest Rate Applicable to Credit Limit Excesses will be charged on the amount outstanding under a Credit that exceeds the limit of such Credit, and if there are several parts of a Credit, the Interest Rate Applicable to Credit Limit Excesses will be charged if the limit of a particular part is exceeded. To determine if the limit of a Credit has been exceeded, any amount in a currency other than the currency in which the limit is designated will be converted into that currency, as described in section 2.10 of this Schedule.

2.4 **Interest on Overdue Amounts.** Except as otherwise specified herein, if any principal is not paid when due, such overdue principal will bear interest (as well after as before judgement), payable on demand, at the interest rate applicable to such principal prior to default, and interest will be payable on overdue interest (as well after as before judgement) at the same rate as is applicable to the related principal. If any amount is not paid by the Borrower when due and there is no interest otherwise applicable to such amount specified herein, such overdue amount will bear interest (as well after as before judgement), payable on demand, at a rate per annum equal at all times to the Prime Rate plus 5% (in the case of any such amount payable in Canadian dollars) or the US Base Rate plus 5% (in the case of any such amount payable in US dollars) from the date of non-payment until paid in full.

2.5 **Reductions of Limit of Credits.** On or prior to each date on which the limit of any Credit is reduced, the Borrower will repay such outstanding amounts thereunder, if any, as are necessary so that, after giving effect to the repayment, the total of all amounts outstanding under such Credit does not exceed the limit as so reduced.

2.6 **Payments.** If any payment is due on a day other than a Business Day, such payment will be due on the next Business Day.

2.7 **CIBC's pricing policy.** The fees, interest rates and other charges for the Borrower's banking arrangements with CIBC are dependent upon each other. Accordingly, if the Borrower cancels or does not follow through with, in the manner originally contemplated, any of these arrangements, CIBC reserves the right to require payment by the Borrower of increased or added fees, interest rates and charges as a condition of the continuation of the Borrower's banking arrangements.

2.8 **Calculations.** The following terms apply to all calculations under the Credits:

(a) CDOR, Federal Funds Rate, Prime Rate and US Base Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate.

(b) All interest and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365. Any such applicable interest rate, expressed as an annual rate of interest for the purpose of the *Interest Act* (Canada), shall be equivalent to such applicable interest rate multiplied by the actual number of days in the calendar year in which the same is to be determined and divided by 365.

(c) In calculating interest or fees payable hereunder for any period, unless otherwise specifically stated, the first day of such period shall be included and the last day of such period shall be excluded.

2.9 **CIBC's Records.** CIBC's loan accounting records will provide conclusive evidence of all terms and conditions of the Credits such as principal loan balances, interest calculations, and payment dates.

2.10 **Foreign Currency Conversion.** If it is necessary for any purpose relating to the Credits that an amount denominated in a currency other than Canadian dollars be expressed in or equated to an amount of Canadian dollars (such as, for example, to determine whether amounts denominated in US dollars that are outstanding under a Credit which has a limit specified in Canadian dollars exceed the limit of such Credit so as to make applicable the Interest Rate Applicable to Credit Limit Excesses), the applicable amount of Canadian dollars shall be determined by CIBC in accordance with its normal practice.

2.11 **Deemed Re-Investment Principle.** For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

2.12 **Certain Definitions.** If and whenever required for the purpose of this Agreement, the following terms have the following definitions:

"CDOR" means, for any day, the average of the annual discount rates for bankers' acceptances denominated in Canadian dollars of certain banks named in Schedule 1 to the *Bank Act* (Canada) for a specified term that appears on the CDOR page of the Reuters Screen as of 10:00 a.m. on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day).

"Federal Funds Rate" means, for any day, an annual interest rate equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day in New York, for the next preceding business day in New York) by the Federal Reserve Bank of New York, or for any such business day on which such rate is not so published, the arithmetic average of the quotations for such day on such transactions received by CIBC from three United States federal funds brokers of recognized standing selected by it.

"Interest Rate Applicable to Credit Limit Excesses" means the annual interest rate generally established by CIBC from time to time for the purpose of calculating interest on overdrafts in accounts maintained with CIBC in Canada.

"Prime Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in Canadian dollars made in Canada and (ii) 1% per annum above the CDOR for 30-day bankers' acceptances from time to time.

"US Base Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in US dollars made in Canada, and (ii) 1% per annum above the Federal Funds Rate from time to time.

3. NOTICE OF BORROWING; NOTICE OF REPAYMENT; OVERDRAFTS

3.1 **Notice of Borrowing.** Whenever the Borrower desires to obtain any amount under a Credit (other than a loan by way of a permitted overdraft), it will give to CIBC irrevocable prior written notice (a "Notice of Borrowing") specifying the Credit under which such amount is to be obtained and the particulars of such amount including the Business Day on which such amount is to be obtained. A notice requesting any loan in an amount exceeding \$10,000,000 or US \$10,000,000 must be given not later than 10:00 a.m. on the Business Day preceding the applicable borrowing date.

3.2 **Notice of Repayment.** Whenever the Borrower desires to make any repayment or repayments under one or more of the Credits in an aggregate amount exceeding \$10,000,000 (or an equivalent amount in any other currency) on any day, it will give to CIBC irrevocable written notice specifying the particulars of such repayment not later than 10:00 a.m. on the Business Day preceding the applicable repayment date.

3.3 **Overdrafts.** If the Borrower is entitled under any Credit to obtain loans in Canadian dollars or US dollars by way of overdraft, the debit balance in the Borrower's applicable Operating Account from time to time will be deemed to be a loan in Canadian dollars or US dollars, as the case may be, outstanding to the Borrower under such Credit and bearing interest as set out in this Agreement for loans in such currency under such Credit. If at any time the Borrower is a party to a cash concentration arrangement with CIBC, the amount of any overdraft from time to time in the Canadian dollar or US dollar concentration account of the Borrower established pursuant to such arrangement will also be deemed to be a loan in Canadian dollars or US dollars, as applicable, outstanding to the Borrower under the applicable Credit and bearing interest as set out above on the basis of the Prime Rate or the US Base Rate, as the case may be.

4. INDEMNITIES

4.1 **Reserve Indemnity.** If subsequent to the date of this Agreement any change in or introduction of any applicable law, or compliance by CIBC with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject CIBC to any tax with respect to the Credits or change the basis of taxation of payments to CIBC of any amount payable under the Credits (except for changes in the rate of tax on the overall net income of CIBC), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Credits, or impose on CIBC any other condition or restriction, and the result of any of the foregoing is to increase the cost to CIBC of making or maintaining the Credits or any amount thereunder or to reduce any amount otherwise received by CIBC under the Credits, CIBC will promptly notify the Borrower of such event and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

4.2 **Currency Indemnity.** Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the "proper currency") made to or for the account of CIBC in a currency (the "other currency") other than the proper currency, whether pursuant to a judgement or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower's obligation only to the extent of the amount of the proper currency which CIBC is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which CIBC is able to purchase is less than the amount of the proper currency due to CIBC, the Borrower shall indemnify and save CIBC harmless from and against any loss or damage arising as a result of such deficiency.

4.3 **Default Indemnity.** The Borrower shall indemnify and save harmless CIBC from all claims, demands, liabilities, damages, losses, costs, charges and expenses, including any loss or expense arising from interest or fees payable by CIBC to lenders of funds obtained by it in order to make or maintain any amount under the Credits and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained, which may be incurred by CIBC as a consequence of (i) default by the Borrower in the payment when due of any amount hereunder or the occurrence of any other default relative to any of the Credits, (ii) default by the Borrower in obtaining any amount after the Borrower has given notice hereunder that it desires to obtain such amount, (iii) default by the Borrower in making any optional repayment of any amount after the Borrower has given notice hereunder that it desires to make such repayment, or (iv) the repayment of any loan on which interest is payable at a fixed annual rate otherwise than on the expiration of the fixed interest rate period applicable thereto, or the repayment of any other amount otherwise than on any specified maturity date thereof. A certificate of CIBC as to any such loss or expense and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent to the Initial Amount

CIBC shall not be obliged to make available the initial amount under any Credit unless it shall have received (a) all required Security, which shall have been duly registered and filed as required hereby, (b) such financial and other information relating to the Borrower and its Subsidiaries, and any guarantor, as CIBC shall have reasonably requested, (c) confirmation of all insurance maintained by the Borrower and its Subsidiaries, and such insurance shall comply with the requirements of this Agreement, (d) payment of all fees and other amounts which shall have become due and payable by the Borrower to CIBC on or prior to the initial borrowing date, and (e) the following documents in form, substance and execution acceptable to CIBC: (i) a certified copy of the constating documents and by-laws of each of the Borrower and its Subsidiaries, and of each corporate guarantor, and of all corporate proceedings taken and required to be taken by each of them to authorize the execution and delivery of such of this Agreement and the Security to which it is a party and the performance of the transactions by it contemplated therein; (ii) a certificate of incumbency for each of the Borrower and its Subsidiaries, and for each corporate guarantor, setting forth specimen signatures of the persons authorized to execute such of this Agreement and the Security to which it is a party; (iii) such legal opinions addressed to CIBC relative to the Borrower, this Agreement and the Security as CIBC may require; and (iv) such other documents relative to this Agreement and the transactions contemplated herein as CIBC may reasonably require.

5.2 Conditions Precedent to All Amounts

CIBC shall not be obliged to make available any amount under any Credit unless (a) CIBC shall have received any applicable Notice of Borrowing, (b) on the applicable borrowing date the Borrower shall not have failed to observe or perform any of its covenants in this Agreement, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect, (c) the representations and warranties contained in this Agreement shall be true on and as of the applicable borrowing date with the same effect as if such representations and warranties had been made on and as of the applicable borrowing date, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect, (d) all other conditions specified herein, to the extent not previously satisfied for any reason, other shall have been satisfied, and (e) in respect of any amount that would result in the aggregate amount outstanding under the Credits being increased, there shall not have occurred subsequent to the date of last annual financial statements of the Borrower, in the opinion of CIBC, any event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.

6. REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties.** To induce CIBC to establish and maintain each Credit, the Borrower represents and warrants as follows:

- (a) Each of the Borrower and its Subsidiaries has all necessary power and authority to own its property, to carry on the business carried on by it, to enter into and perform its obligations under such of this Agreement and the Security to which it is a party.
- (b) This Agreement, and upon delivery thereof the Security, have been duly executed and delivered by each of the Borrower and its Subsidiaries as are parties thereto, and constitute the legal, valid and binding obligation of each of them enforceable in accordance with their terms.
- (c) The execution and delivery by the Borrower and its Subsidiaries of this Agreement and the Security and the performance by them of their obligations thereunder, and the obtaining by the Borrower of amounts under the Credits, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under any of the provisions of its constating documents or by-laws or any agreement or restriction to which it is a party or by which it is bound.
- (d) The Borrower has delivered to CIBC a true and complete copy of its most recent financial statements, and such financial statements present fairly the financial position of the Borrower, in accordance with GAAP, as of the date thereof and for the fiscal period then ended. All financial statements of the Borrower delivered by the Borrower to CIBC after the date of this Agreement will present fairly the financial position of the Borrower, in accordance with GAAP, as of the dates thereof and for the fiscal periods then ended.
- (e) Since the date of the most recent financial statements of the Borrower delivered to CIBC, there has occurred no event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.
- (f) The Borrower has not failed to observe or perform (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement.
- (g) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph, to the best knowledge of the Borrower, (i) the business carried on and the property owned or used at any time by any of the Borrower and its Subsidiaries and their respective predecessors have at all times been carried on, owned or used in compliance with all environmental laws; (ii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to the business or property of any of the Borrower and its Subsidiaries (iii) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that any of the Borrower and its Subsidiaries is responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; and (iv) each of the Borrower and its Subsidiaries has maintained all environmental and operating documents and records relating to its business and property in the manner and for the time periods required by any environmental laws and has never had conducted an environmental audit of its business or property
- (h) No representation or warranty made by the Borrower herein or in any other document furnished to CIBC from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All projections and *pro forma* information delivered to CIBC from time to time by the Borrower were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery.

6.2 **Survival.** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under any Credit, and the delivery of each Notice of Borrowing and the obtaining of any amount under any Credit shall constitute a reaffirmation on and as of such delivery date and such borrowing date, in each case by reference to the then-existing facts and circumstances, of all representations and warranties contained in this Agreement.

7. FINANCIAL COVENANTS

7.1 **Calculation.** All financial covenants will be calculated including the Borrower and its Subsidiaries on a consolidated basis (or, if agreed upon by CIBC in its sole discretion, including the Borrower but excluding its Subsidiaries on an unconsolidated basis), and each amount derived from the Borrower's profit and loss statement shall be calculated as the total of such amount during the Borrower's four most recently-completed fiscal quarters (or, if agreed upon by CIBC in its sole discretion, during the Borrower's most recently-completed fiscal year), as shown in the Borrower's most recent financial statements delivered to CIBC.

7.2 **Certain Definitions.** In this Agreement the following terms have the following meanings:

"Adjusted Debt Service Ratio" means, for any period, the ratio of (a) the sum of (i) EBITDA for such period, (ii) all management bonuses and similar payments deducted in the calculation of such EBITDA but not paid out during such period (and with respect to which the entitlement to receive payment thereof has been postponed in a manner satisfactory to CIBC) and (iii) all management bonuses and similar payments deducted in the calculation of such EBITDA and paid out during such period, and which have then been loaned back to the Borrower during such period by way of Postponed Debt, to (b) Debt Service Requirements.

"Adjusted Fixed Charge Coverage Ratio" means, for any period, the ratio of (a) the sum of (i) EBITDA for such period, (ii) all management bonuses and similar payments deducted in the calculation of such EBITDA but not paid out during such period (and with respect to which the entitlement to receive payment thereof has been postponed in a manner satisfactory to CIBC) and (iii) all management bonuses and similar payments deducted in the calculation of such EBITDA and paid out during such period, and which have then been loaned back to the Borrower during such period by way of Postponed Debt to (b) the sum of (i) Debt Service Requirements for such period, [and] (ii) cash income taxes for such period [and (iii) Unfunded Capital Expenditures for such period] [and (iii) capital expenditures for such period].

"Current Assets" means assets that would be shown as current assets on the balance sheet prepared in accordance with GAAP, less all amounts due from Affiliates.

“Current Liabilities” means liabilities that would be shown as current liabilities on a balance sheet prepared in accordance with GAAP.

“Current Ratio” means the ratio of Current Assets to Current Liabilities.

“Debt” means, with respect to any person, (i) an obligation of such person for borrowed money, (ii) an obligation of such person evidenced by a note, bond, debenture or other similar instrument, (iii) an obligation of such person for the deferred purchase price of property or services, excluding trade payables and other accrued current liabilities incurred in the ordinary course of business in accordance with customary commercial terms, (iv) a capitalized lease obligation of such person, (v) a guarantee, indemnity, or financial support obligation of such person, determined in accordance with GAAP, (vi) an obligation of such person or of any other person secured by a Lien on any property of such person, even though such person has not otherwise assumed or become liable for the payment of such obligation, or (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for the account of such person.

“Debt Service Requirements” means, for any periods (i) all principal payments in respect of Debt made or required to be made during such period, (ii) Interest Expense for such period, and (iii) all dividends paid during such period on all preferred shares of the Borrower.

“EBIT” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense and income taxes.

“EBITDA” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense, income taxes, depreciation and amortization.

“Effective Tangible Net Worth” means the sum of (i) Shareholders’ Equity less any amount that would be included on a balance sheet prepared in accordance with GAAP as an Investment in or as amounts owed by any Affiliate or as an Intangible, and (ii) Postponed Debt.

“Intangible” includes without limitation such personal property as goodwill; copyrights, patents and trademarks; franchises; licences, leases; research and development costs; and deferred development costs.

“Interest Coverage Ratio” means the ratio of EBIT to Interest Expense calculated on a consolidated basis.

“Interest Expense” means, for any period the aggregate amount accrued (whether or not payable or paid) during such period in accordance with GAAP on account of (i) interest expense including amortization of Debt discount and Debt issuance costs, capitalized interest, standby fees, commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and (ii) the interest expense components of all capitalized lease obligations.

“Net Income” means, for any period, the net income (loss) for such period, calculated in accordance with GAAP [before unusual and extraordinary items] [but excluding (i) the income (or loss) of any person accrued prior to the date it becomes a Subsidiary of the Borrower or is amalgamated with or consolidated into the Borrower or into any of its Subsidiaries or such person’s property is acquired by the Borrower or any of its Subsidiaries, and (ii) any after-tax gains (but not pre-tax losses) attributable to dispositions of property out of the ordinary course of business].

“Postponed Debt” means any Debt for borrowed money that is incurred at such time as no failure by the Borrower to perform or observe any of its covenants in this Agreement is continuing or would be created by the incurrence thereof (to be evidenced by *pro forma* financial statements delivered to CIBC) and which has the following attributes: (i) no principal thereof is repayable so long as any amount is owed by the Borrower to CIBC (or until such earlier date as CIBC may agree upon in writing), (ii) no covenant with respect to such Debt is more onerous than or in addition to the covenants specified herein, and (iii) all rights of the holder of such Debt are postponed and subordinated to all rights of CIBC under or in respect of the Credits pursuant to a subordination agreement satisfactory in form and substance to CIBC.

“Senior Debt” means all Debt less all Postponed Debt.

“Senior Debt to EBITDA Ratio” means the ratio of Senior Debt to EBITDA.

“Shareholders’ Equity” means, at any time, the amount which would, in accordance with GAAP, then be included as shareholders’ equity on a balance sheet.

“Tangible Net Worth” means the sum of Shareholders’ Equity less any amount that would be included on a balance sheet prepared in accordance with GAAP as an Investment in or as amounts owed by any Affiliate or as an Intangible.

“Total Liabilities” means, all Debt and other liabilities..

“Unfunded Capital Expenditures” means capital expenditures that are not specifically financed with long term Debt.

“Working Capital” means the excess of Current Assets over Current Liabilities.

8. INSTALMENT LOANS

8.1 **Instalment Loans.** The following terms apply to each Instalment Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in this Agreement, any Instalment Loan is non-revolving. This means that any principal repayment is not available to be re-borrowed, and permanently reduces the amount of such Instalment Loan.

(b) **Floating Rate Instalment Loans.** Floating Rate Instalment Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest, as described below:

(i) **Blended payments.** If a Floating Rate Instalment Loan has blended payments, the amount of the monthly payments is fixed for the term of such Loan, but the interest rate will vary with changes in the Prime Rate or the US Base Rate (as the case may be). If the Prime Rate or the US Base Rate during any month is lower than it was at the outset, a larger portion of the monthly payment will be allocated to principal and as a result such Loan may be repaid prior to its original maturity. If, however, the Prime Rate or the US Base Rate is higher than it was at the outset, the amount of principal that is repaid will be reduced, and as a result there may remain principal outstanding on the original maturity date.

(ii) **Payments of principal plus interest.** If a Floating Rate Instalment Loan has specified principal payments, in addition to interest, such principal payments are due on each specified payment date. The interest payment is also due on the same date, and will usually be a different amount each month due to the reducing balance of the Loan, the number of days in the month, and changes in the Prime Rate or the US Base Rate (as the case may be) during the month and from month to month.

(c) **Prepayment.** Unless otherwise specified in this Agreement:

(i) all or part of a Floating Rate Instalment Loan may be prepaid at any time without penalty; and

(ii) all (but not part) of a Fixed Rate Instalment Loan may be prepaid provided that the Borrower also pays to CIBC, on the prepayment date, any amount determined by CIBC pursuant to clause 4.3(iv) of this Schedule.

(d) **Demand of Fixed Rate Instalment Loans.** Upon demand for payment of a Fixed Rate Instalment Loan the Borrower will pay to CIBC the prepayment fee specified in clause 10.1(c)(ii) above.

(e) **Certain Definitions.** In this Agreement the following terms have the following meanings:

“Fixed Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable at a fixed annual rate of interest (as opposed to being payable on the basis of the Prime Rate or the US Base Rate).

“Floating Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable on the basis of the Prime Rate or the US Base Rate.

“Instalment Loan” means a principal amount that is repayable either in fixed instalments of principal, plus interest, or in blended instalments of both principal and interest, and that (notwithstanding any such specified instalments) is repayable on demand by CIBC at any time if so specified in this Agreement.

TOWN OF FORT FRANCES

BY-LAW NO. xx/21

Being a by-law to authorize the execution of an agreement with Bay City Contractors for 2021 Road Reconstruction within the Town of Fort Frances awarded through the public tender process.

WHEREAS on April 26, 2021 Council approved a report from T. Rob, Manager of Operations & Facilities which awarded a contract (21-OF-02) to Bay City Contractors for 2021 Road Reconstruction within the Town of Fort Frances;

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

- 1. That the award of a contract under Tender 21-OF-02, identified as Schedule “A” attached hereto in the form of an agreement forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 10th day of May 2021.

J. Caul, Mayor

E. Slomke, Clerk

Town of Fort Frances
2021 Road Reconstruction
Tender No. 21-OF-02

FORM OF TENDER

Section 00300

Page 1 of 10

1.0 TENDER FOR THE CONSTRUCTION OF

2021 Road Reconstruction
Tender No. 21-OF-02

1.1 TENDER PRICE

Tender By:

BAY CITY CONTRACTORS
Contractor

1123 RUSSELL STREET THUNDER BAY, ON P7B-5M6
Address

APRIL 13, 2021
Date

hereinafter called the "Tenderer"

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

Hereinafter called the "Owner"

1.1.1 (We), the undersigned, having fully examined the locality and Place of the Work, having fully investigated the conditions of the Work, having read and understood the Contract Documents (comprised of the tendering information, supplementary general conditions, general conditions, specifications and drawings, including all supplements, addenda and revisions to same to the date of this tender) and having secured all of the information necessary to enable the submission of this tender, hereby agree and offer to perform the totality of the Work described in the Contract Documents, in accordance with the Contract Documents, for the total Tender Price (including H.S.T.) of:

THREE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND

EIGHT HUNDRED FORTY FIVE (\$3,284,845.⁵⁹)

1.2 CONTINGENCIES AND ALLOWANCES

- 1.2.1 We agree that the Tender Price includes the contingency sum of \$150,000.00 and no part of this sum shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the Contract Price.

1.3 QUANTITIES

- 1.3.1 The Tender Price is compiled from the Schedule of Prices included hereinafter. The quantities in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the unit prices in the schedule.

1.4 ADDITIONS AND DELETIONS

- 1.4.1 The Tenderer agrees that, if this tender is accepted by the Owner:

- (i) it will carry out any additional or extra work (including the supplying of any additional Products pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract; and,
- (ii) the carrying out of any work referred to in paragraph (i) above or the issuance by the Contract Administrator of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order shall not, except as expressly stated in such Contract Change Order, waive, affect or vary any of the terms of the Contract or of an Contract Change Order previously issued by the Contract Administrator or any of the rights of the Owner or of the Contract Administrator under the Contract.

- 1.4.2 The Tenderer agrees that, if this tender is accepted by the Owner the prices applicable to work referred to in paragraph 1.3.1 above shall be determined as follows:

- (i) The Schedule of Tender Prices shall apply where applicable;
- (ii) If the above Schedule is inapplicable the prices shall be determined in accordance with the General Conditions as amended by the Supplementary General Conditions.

- 1.4.3 The Tenderer agrees that it is not entitled to payment of the Contingency Allowance except for work carried out by him in accordance with the Contract and only to the extent of such work, as authorized by the Contract Administrator in writing and as previously approved by the Owner.

1.5 ADDENDA

1.5.1 We agree that we have received Addenda2..... to2..... inclusive, and the tender price includes for the provisions set out in such Addenda.

1.6 CONTRACT TIME

1.6.1 We agree to commence the Work as specified, to proceed continuously to completion and to complete the Work by the date specified in the Contract Documents.

1.6.2 All work must be completed by **October 29, 2021**.

1.6.3 The Contractor will be required to advertise substantial completion at the completion date of **October 29, 2021**.

1.7 TENDER ITEM REFERENCES AND DELETIONS

1.7.1 Where in the Form of Tender under the column headed OPS Spec. No., a number is shown, such number shall be taken to mean and refer to the Ontario Provincial Standard Specifications (OPSS).

1.7.2 Where in the Form of Tender under the column headed OPS Spec No., the initials "SP" appear, such initials shall be taken to mean and refer to the "Special Provisions".

1.7.3 For those Tender items noted with an asterisk * in the Schedule of Tender Prices are considered to be provisional items and the Owner may delete all or a portion of the item price to Contract award without affecting the remaining Contract prices, without penalty or recourse.

1.7.4 The Owner reserves the right to delete all or any portion of the work prior to Contract award without affecting the remaining Contract prices, without penalty or recourse.

1.8 SCHEDULE OF TENDER PRICES

- A. For those Tender Items identified by the notation (P) in the "Unit" column, measurement is by Plan Quantity. Tender items not identified by the notation (P) actual measurement for payment will be made in the stipulated Unit or Lump Sum as specified in the contract.

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
PART 1 - ARMIT AVENUE (From Sta 1+000 To Sta 1+137) - DWG A1-364258-P10						
SECTION A - GRADING						
A.001	206, SP	Earth Excavation (Grading)	990	m ³ (P)	13	12 870
A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 60mm)	250	t	255	63 750
A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 60mm)	250	t	245	61 250
A.004	314, SP	Granular 'A'	605	t	24	14 520
A.005	314, SP	Granular 'B' (Type II)	2,475	t	24	59 400
A.006	510, SP	Removal of Asphalt Pavement (Full Depth)	1,560	m ² (P)	4	6240
A.007	510, SP	Removal of Curb and Gutter	243	m(P)	10	2430
A.008	353, SP	Curb and Gutter	241	m	200	48 200
A.009	510, SP	Remove Concrete Driveway	75	m ²	20	1500
A.010	510, SP	Remove Concrete Sidewalk	331	m ²	20	6620
A.011	351, SP	Concrete Driveway Aprons	120	m ²	210	25 200
A.012	351, SP	Asphalt Driveway Aprons	30	m ²	125	3750
A.013	310, SP	Concrete Sidewalk	175	m ²	185	32 375
A.014	Section 02930	100 mm Topsoil and Sod	550	m ²	15	8250
A.015	510, SP	Boulevard Works Stripping and Removal	1	LS	7500	7500
A.016	710	Pavement Markings	1	LS	10 000	10 000
Part 1 - Total Section A - Grading						363 855
SECTION B - STORM SEWERS						
B.001	510, SP	Remove Existing Catchbasins and Manholes	5	ea	900	4500
B.002	510, SP	Remove Existing Catchbasin Leads	25	m	15	375
B.003	510, SP	Remove Existing 600 mm Storm Sewer	8	m	35	280
B.004	510, SP	Remove Existing 525 mm Storm Sewer	20	m	30	600
B.005	510, SP	Remove Existing 300 mm Storm Sewer	54	m	25	1350
B.006	510, SP	Reconnect Storm Sewer Various Sizes	3	ea	600	1800
B.007	407, SP	Catchbasin Manholes	2	ea	10 500	21 000
B.008	407, SP	Catchbasins	4	ea	4250	17 000
B.009	407, SP	Storm Manholes	1	ea	10 500	10 500
B.010	410	Catchbasin Leads 250 mm (PVC SDR 35)	31	m	225	6975
B.011	410	600 mm Storm Sewer	9	m	565	5085
B.012	410	525 mm Storm Sewer	19	m	590	11 210
B.013	410	450 mm Storm Sewer	68	m	400	27 200
Part 1 - Total Section B - Storm Sewers						107 875
SECTION C - WATERMAIN						
C.001	510,441, SP	Remove and Replace Ex. 150 WM w 150 PVC WM	153	m	455	69 615
C.002	441, SP	150 mm Water Valve and Box	5	ea	2500	12 500
C.003	441, SP	Remove and Replace 19 mm Copper Water Service and Curb Stops to Property Line	6	ea	3000	18 000

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
C.004	441, SP	Temporary Water Service	1	LS	7500	7500
Part 1 - Total Section C - Watermain						107 615
SECTION D - Sanitary						
D.001	510, SP	Remove Existing Sanitary Sewer	152	m	30	4560
D.002	410, SP	250 mm PVC SDR Sanitary Sewer	152	m	380	57760
D.003	410, SP	Remove and Replace Existing 150 mm Sanitary Services	6	ea	2750	16500
D.004	407, SP	Sanitary Manholes	1	ea	12000	12000
D.005	410, SP	Temporary Sewer Service	1	LS	100	100
D.006	409, SP	CCTV Inspection of Sanitary Sewer Mainline	152	m	23	3496
D.007	SP	Sanitary Sewer Bedding Upgrade (Crushed Stone) *	152	m	15	2280
Part 1 - Total Section D - Sanitary						96 696
PART 1 - TOTAL ARMIT AVENUE						676 041
PART 2 - COLONIZATION ROAD WEST SIDEWALK (From Sta 1+000 To Sta 1+530) - DWG A1-364258-P5 & P6 (PROVISIONAL)						
SECTION A - GRADING						
*A.001	206, SP	Earth Excavation (Grading)	480	m ³ (P)	14	6720
*A.002	310, SP	Driveway Repair (Misc Materials)	18	ea	175	3150
*A.003	310, SP	Remove Guide Rail	27	m	40	1080
*A.004	310, SP	Remove Catchbasin Plug Lead	1	ea	450	450
*A.005	310, SP	Modify Existing Curb to drop Curb	4	m	300	1200
*A.006	310, SP	1.2m High Black Vinyl Chainlink Fencing	25	m	220	5500
*A.007	310, SP	Proposed Ditch Inlet and Piping	1	ea	4000	4000
*A.008	310, SP	Adjust Existing Manhole Frame & Covers	2	ea	575	1150
*A.009	314, SP	Granular 'A'	890	t	25	22250
*A.010	353, SP	Concrete Sidewalk	800	m ²	135	108000
*A.011	Sec 02930	100 mm Topsoil and Sod	700	m ²	15	10500
*A.012	510, SP	Clearing and Grubbing	175	m ²	4	700
*A.013	Sec 02510	Tactile Warning Plates	1	ea	1800	1800
*A.014	510, SP	Boulevard Works Stripping and Removal	1	LS	1750	1750
Part 2 - Total Section A - Grading						168 250
PART 2 - TOTAL COLONIZATION ROAD WEST SIDEWALK (PROVISIONAL)						168 250
PART 3 - KEATING AVENUE SIDEWALK (From Sta 1+000 To Sta 1+220) - DWG A1-364258-P7						
SECTION A - GRADING						
A.001	206, SP	Earth Excavation (Grading)	222	m ³ (P)	15	3330
A.002	310, SP	Driveway Repair (Asphalt 40mm)	16	m ²	120	1920
A.003	310, SP	Driveway Repair (Gravel 100mm)	2	m ²	40	80
A.004	310, SP	Driveway Repair (Paving Stone)	2	m ²	150	300
A.005	310, SP	Modify Existing Curb to drop Curb	18	m	300	5400
A.006	314, SP	Granular 'A'	378	t	25	9450
A.007	353, SP	Concrete Sidewalk	326	m ²	180	58680
A.008	Sec 02930	100 mm Topsoil and Sod	170	m ²	15	2550

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
A.009	Sec 02510	Tactile Warning Plates	3	ea	3200	9600
Part 3 - Total Section A - Grading						91310
PART 3 - TOTAL KEATING AVENUE SIDEWALK						91310
PART 4 - KINGS HIGHWAY (From Sta 1+040 To Sta 2+500) - DWG A1-364258-P1-P2 (PROVISIONAL)						
SECTION A - GRADING						
*A.001	206, SP	Earth Excavation (Grading)	6,273	m ³ (P)	12	75 276
*A.002	310, SP	Hot Mix HL4 Asphalt (Binder Course 70mm)	970	t	255	247 350
*A.003	310, SP	Hot Mix HL4 Asphalt (Surface Course 50mm)	690	t	235	162 150
*A.004	314, SP	Granular 'A' Roadway (200mm)	3,140	t	24	75 360
*A.005	314, SP	Granular 'A' Entrances (100mm)	87	t	30	2610
*A.006	314, SP	Granular 'B' (Type II)	11,800	t	24	283 200
*A.007	510, SP	Removal of Asphalt Pavement (Full Depth)	3,125	m ² (P)	5	15 625
*A.008	SP	Ditch Cleanout	835	m	20	16 700
*A.009	353, SP	Curb and Gutter	825	m	145	119 625
*A.010	351, SP	Concrete Driveway Aprons	126	m ²	160	20 160
*A.011	351, SP	90 Degree Concrete Outlet c/w RipRap	5	ea	1250	6250
*A.012	Sec 02930	100 mm Topsoil and Sod	5,145	m ²	15	77 175
*A.013	510, SP	Removal of Existing Boulevard Trees	11	ea	1000	11 000
*A.014	SP	Relocation of Existing Signage	1	LS	1000	1000
*A.015	1860,SP	Geogrid	5,904	m2	4	23 616
*A.016	1860,SP	Geotextile	7,380	m2	4	29 520
*A.017	510, SP	Boulevard Works Stripping and Removal	1	LS	7500	7500
*A.018	710	Pavement Markings	1	LS	17 200	17 200
Part 4 - Total Section A - Grading						1191 317
SECTION B - STORM SEWERS						
*B.001	510, SP	Remove Existing Culverts	6	ea	300	1800
*B.002	405	Subdrain	1,650	m	55	90 750
*B.003	410	500 Dia CSP Culvert	105	m	395	41 475
Part 4 - Total Section B - Storm Sewers						134 025
SECTION C - WATERMAIN						
*C.001	441, SP	50mm Water Service	4	ea	4000	16 000
*C.002	441, SP	Temporary Water Service	1	LS	1000	1000
Part 4 - Total Section C - Watermain						17 000
PART 4 - TOTAL KINGS HIGHWAY						1 342 342

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
PART 5 - MISCELLANEOUS WATERWORKS (DWG-A1-364258-SK1)						
SECTION A						
A.001	441, SP	Remove and Replace Hydrant Set	6	ea	14 100	84 600
A.002	441, SP	Remove and Replace 150mm Valve and Box	2	ea	10 000	20 000
A.003	441, SP	Remove and Replace 200mm Valve and Box	1	ea	12 500	12 500
A.004	441, SP	Remove and Replace 250mm Valve and Box	1	ea	14 000	14 000
A.005	441, SP	Remove and Replace 300mm Valve and Box	2	ea	17 000	34 000
Part 5 - Total Section A						165 100
PART 5 - TOTAL MISCELLANEOUS WATERWORKS						165 100
PART 6 - FIREHALL NO.1 CONCRETE SLAB REPLACEMENT						
SECTION A						
A.001	SP	Remove and replace existing concrete approach slab and sidewalk, complete	1	LS	27 000	27 000
Part 6 - Total Section A						27 000
PART 6 - TOTAL FIREHALL NO.1 CONCRETE SLAB REPLACEMENT						27 000
*PART 7 - PARKING LOT GRADING & PAVING AT 737 SCOTT STREET (Refer to DWG SP-1 and SP-2)						
SECTION A						
*A.001	SP	Parking lot grading, storm works and paving, complete	1	LS	50 900	50 900
Part 7 - Total Section A						50 900
PART 7 - TOTAL PARKING LOT GRADING & PAVING AT 737 SCOTT STREET						50 900
PART 8 - WILLIAMS AVENUE STORM SEWER REPLACEMENT (A1-364258-P12)						
SECTION A						
A.001	SP	Storm sewer replacement and associated works, complete	1	LS	65 000	65 000
Part 8 - Total Section A						65 000
PART 7- TOTAL WILLIAMS AVENUE STORM SEWER REPLACEMENT						65 000
PART 9 - GENERAL ITEMS						
G.001	SP	Bonds & Insurance	1	LS	50 000	50 000
G.002	SP	Mobilization & Demobilization	1	LS	110 000	110 000
*G.003	SP	Styrofoam Insulation (50mm)	100	m2	35	3500
*G.004	Section 01000	Consultant Site Office	1	LS	7500	7500
G.005	SP	Contingency Allowance	1	LS	\$ 150,000.00	\$ 150,000.00
PART 9 - TOTAL GENERAL						321 000

ITEM NO.	OPS SPEC.	DESCRIPTION	EST. QTY	UNIT	UNIT BID PRICE	TOTAL BID PRICE
SUMMARY OF TENDER PRICES						
		Part 1 - Armit Avenue				676 041
		*Part 2 - Colonization Road West Sidewalk (Provisional)				168 250
		Part 3 - Keating Avenue Sidewalk				91 310
		*Part 4 - Kings Highway				1 342 342
		Part 5 - Miscellaneous Waterworks				165 100
		Part 6 - Firehall No. 1 Concrete Slab Reconstruction				27 000
		*Part 7 - Parking Lot Grading & Paving at 737 Scott Street				50 900
		Part 8 - William Avenue Storm Sewer Replacement				65 000
		Part 9 - General Items				321 000
		SUB-TOTAL TENDER PRICE				2 906 943
		13% HST				377 902. ⁵⁹
		TOTAL TENDER PRICE				3 284 845. ⁵⁹

* Provisional Tender Items - Tender Items identified as Provisional may be deleted prior to/after Contract Award without affecting any other Tender Item prices, and without penalty or recourse.

1.9 DECLARATIONS OF TENDERER

1.9.1 The Tenderer declares that no person, firm or corporation other than the Tenderer has any interest in this tender or in the proposed Contract for which this tender is made.

1.9.2 The Tenderer declares that this tender is made without any connection, comparison of figures or arrangement with, or knowledge of, any other corporation, firm or person making a tender for the same Work and is in all respects fair and without collusion or fraud.

1.10 CONDITIONS OF TENDER

1.10.1 This tender is irrevocable from the official closing time and is unconditionally open for acceptance for 60 days after the official closing time, whether any other tender has been previously accepted or not.


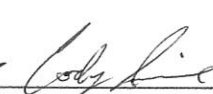
1.11 DISCLAIMER

1.11.1 The Tenderer agrees and acknowledges there is no representation, warranty, collateral agreement or condition, whether direct or collateral, or expressed or implied, which induced the Tenderer to submit this tender, or on which reliance is placed by the Tenderer, or which affects this tender.

1.12 SIGNING OF TENDERS

Dated at THUNDER BAY this

13 day of APRIL, 2021.

 Manager 
Signature of Tenderer, Title Signature of Witness

Signature of Tenderer, Title

Signature of Witness

NOTE: In the case of a tender submitted by a Corporation, the signatory or signatories warrant as follows:

"I/We have authority to bind the Corporation."

"If the tender is submitted by an individual or partnership, it is deemed to be given under seal."

Town of Fort Frances
2021 Road Reconstruction
Tender No. 21-OF-02

FORM OF TENDER

Section 00300

Page 10 of 10

ACCEPTED BY THE CORPORATION OF THE TOWN OF FORT FRANCES THIS _____

DAY OF _____ 2021.

Signature

Name and Title

Signature

Witness

Name and Title

Name and Title

RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION

**** A G E N D A ****

GENERAL MEETING

DATE: WEDNESDAY, MAY 12, 2021

TIME: 7:00 P.M

PLACE: VIRTUAL MEETING

CALL TO ORDER

AGENDA:

- Approval of May 12, 2021 Agenda - as distributed/amended

MINUTES:

- January 16, 2021 AGM Minutes
- approve as distributed/amended.

TREASURER'S REPORT:

- statement of cash flow for the period from January 1st, 2021 to April 30th, 2021. (attached)
- approve as distributed/amended.

GUEST SPEAKERS:

7:15 p.m. John McTaggart – Police Services Board

7:45 p.m. Bernie Zimmerman – Rainy River Federation of Agriculture

BUSINESS:

- Budget and per capita fee for 2021:
 - the Executive recommends that the 2021 Per Capita Levy be set at \$0.85, to meet the budget expenditures of \$ 21,430.34
 - the balance of revenue needed will come from 2020 surplus.
 - Year 2021 Budget estimates are attached
 - Set 2021 per capita fee (draft schedule attached based on Executive's recommended rate of \$0.85)

OTHER BUSINESS:

District Bylaw Enforcement Officer

Any other business to be brought forward for consideration at this meeting.

MEETINGS:

- 1) WEDNESDAY, AUGUST 18th, 2021:
 - Executive Meeting - 6:00 p.m. –
- 3) WEDNESDAY, SEPTEMBER 15th, 2021:
 - General Meeting – 6:00 p.m. (location/virtual to be determined)
- 4) OCTOBER 2021:
 - Special Executive Meeting - 6:00 p.m. – (date to be determined)
- 5) WEDNESDAY, DECEMBER 15, 2021:
 - Executive Meeting - 6:00 p.m. –
- 6) SATURDAY, JANUARY , 2022:
 - Annual General Meeting – 9:00 a.m. – (location to be determined).

ADJOURNMENT:



AMO Virtual 2021 AGM and Conference AUGUST 15 - 18, 2021

Hosted by the City of London

Register Online

If you require a login to register online, please email amo@amo.on.ca

Program

AMO 2021 will be an important and final opportunity for municipal leaders to come together on critical issues and meet with provincial leaders before the 2022 provincial election. AMO has been developing a program that gets key issues front and centre and will provide the forums to engage in conversations on critical municipal concerns. As the pandemic continues to impact our

economies, communities and social well-being, municipal leadership on moving through and on from this difficult period will be foundational for any and all success. Conversations will include, economic recovery, leadership, mental health and service provision. Don't miss AMO 2021.

Conference concurrent sessions will be focused on the issues you are most concerned with including:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Ontario Health Teams • Housing • Community Paramedicine • Long-Term Care • Child and Youth Welfare • Conservation Authorities • E-Permitting | <ul style="list-style-type: none"> • Energy • Broadband • Medical Cannabis • Community Benefits Agreements • Climate Change • Waste |
|--|---|

MONDAY, AUGUST 16

8:10am

Welcome and O Canada

8:25am

Keynote Speaker - Sheila Watt-Cloutier

Environmental, Cultural, and Human Rights Advocate

Keynote to Explore Social, Cultural and Economic Impacts of Climate Change. AMO's 2021 virtual Conference promises to bring innovation, important connections, and the most up-to-date discussions on public policy, directly to your doorstep. Sheila Watt-Cloutier will address the social, cultural, and economic impacts of climate change and what that means for your communities. Watt-Cloutier is an environmental, cultural, and human rights advocate who is in the business of transforming public opinion into public policy. She presents a unique approach to the issues of today - the environment, the economy, foreign policy, global health, and sustainability - as a deeply interconnected whole issue. Watt-Cloutier is a Nobel Peace Prize nominee, Officer of the Order of Canada, and the recipient of the Aboriginal Achievement Award, the UN Champion of the Earth Award, the Norwegian Sophie Prize, the Jack P. Blaney award for Dialogue, and the Right Livelihood Award, which is widely considered the "Nobel Alternative."

9:00am

AMO President and Annual General Meeting

9:15am	The Honourable Doug Ford, Premier of Ontario (invited)
9:35am	PJ Marshall Awards
9:45am	<i>Break with Exhibitors</i>
10:15 – 11:30am	Concurrent Sessions
11:30am	<i>Lunch Break</i>
12:30 – 1:45pm	Concurrent Sessions
2:00pm	Federal Gas Tax Awards
2:20pm	Provincial Update
2:30pm	Ministers' Forum

TUESDAY, AUGUST 17

8:15am	Andrea Horwath, Leader of the Official Opposition and Ontario NDP (invited)
8:25am	Women's Leadership Forum
9:10am	Keynote Speaker - André Picard <i>Award-Winning National Health Writer and Author</i> <p>André Picard is one of Canada's top health and public policy observers and commentators. He has been a health reporter and columnist for The Globe and Mail, where he has been a staff writer since 1987. He is also the author of five bestselling books. André is an eight-time nominee for the National Newspaper Awards, Canada's top journalism prize, and past winner of the prestigious Michener Award for Meritorious Public Service Journalism. He was named Canada's first "Public Health Hero" by the Canadian Public Health Association, as a "Champion of Mental Health" by the Canadian Alliance on Mental Illness and Mental Health, and received the Queen Elizabeth II, Diamond Jubilee Medal, for his dedication to improving healthcare. The University of British Columbia recently announced André Picard as one of the Asper Visiting Professors at the School of Journalism, Writing, and Media for the 2020-2021 academic year, winter session. In 2020, Picard was awarded the The Owen Adams Award of Honour. This award is the highest CMA award available to a non-physician.</p>
9:45am	<i>Break with Exhibitors</i>

10:15 – 11:30am	Concurrent Sessions
11:30am	<i>Lunch Break and Women's Networking Session</i>
12:30 – 1:45pm	Concurrent Sessions
2:00pm	Plenary Programming
2:20pm	Provincial Update
2:30pm	Ministers' Forum

WEDNESDAY, AUGUST 18

8:15am	<p>Keynote Speaker - Anthony McLean</p> <p>Issues of diversity, bias, inclusivity, and mental health are not new. But these important issues have all been brought into clearer focus by events in 2020. Whether these issues are new to you or painfully familiar, we all benefit from an open conversation about what they mean to our communities and the people around us. With a background in theatre, Anthony McLean delivers lively presentations on mental health, diversity, and inclusion. He has delivered hundreds of inspiring talks across Canada, the US, and Australia, and, as a respected voice in his field, appeared on CBC News, Global Toronto's Morning Show, and Breakfast Television. Delivering research-backed tools and actionable strategies, McLean always leaves his audiences inspired to bring their best every day. McLean is also an actor who has starred in television commercials for Ford, Milk, Tim Horton's, Sprite, Verizon Wireless, and Bell. He also hosted the CBC Television show The X and was featured in the documentary films Colour Me, SOAR, and Rising Above. In his theatre career, McLean participated in the renowned Stratford Festival where he developed his passion for Shakespeare. He also loves to freestyle rap - give him any topic in the world and he'll make up a rap on the spot about it. McLean is currently writing his first book, Mental Health for High Performers.</p>
8:45am	Steven Del Duca, Leader of the Ontario Liberal Party (invited)
8:55am	Path to Economic Recovery Panel
9:40am	Mike Schreiner, Leader of the Green Party of Ontario (invited)
9:50am	<i>Break with Exhibitors</i>
10:15 – 11:30am	Concurrent Sessions

11:30am	<i>Lunch Break</i>
12:30 – 1:45pm	Concurrent Sessions
2:00pm	Plenary Programming
2:20pm	Provincial Update
2:30pm	Ministers' Forum



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**Ministère des
Affaires municipales
et du Logement**

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Tél. : 416 585-7000



April 27, 2021

Dear Head of Council,

As you may be aware, the Ontario government is consulting on how to strengthen accountability for municipal council members. We want to ensure that councillors and heads of council maintain a safe and respectful workplace and carry out their duties as elected officials ethically and responsibly. More information on the scope of consultations can be found at [Ontario.ca](https://www.ontario.ca).

As part of this work, my colleague Jill Dunlop, Associate Minister for Children and Women's Issues will be seeking input from members of council representing each of Ontario's municipalities through one of two hour-long telephone townhall sessions with municipal representatives from Northern Ontario's municipalities on June 10, 2021 at 10:00 AM EDT.

This session will provide participants with the opportunity to share their valuable feedback on:

- what changes or mechanisms are needed to better hold council members accountable for municipal code of conduct violations;
- how to effectively enforce these codes
- whether a broader range of penalties for violations of the codes of conduct are needed; and
- the circumstances in which these potential penalties could be applied.

Please identify one member of your council to participate in the session. Once chosen, the one identified member of your council should register via [Eventbrite](https://www.eventbrite.com) by Thursday, May 6, 2021. The registered member will receive instructions about how to participate in the session prior to the meeting.

We have also launched an online survey to seek input on ways to strengthen accountability mechanisms for municipal council members. I encourage members of council and municipal staff to provide their input on this important topic through the online survey: [Consultation: Strengthening accountability for municipal council members | Ontario.ca](https://www.ontario.ca/consultation-strengthening-accountability-for-municipal-council-members). This online survey will be available until July 15, 2021. Please share this link with your municipal staff.

I hope you will accept this invitation to participate in this session, as we look forward to hearing your feedback on how to strengthen accountability for municipal council members.

Sincerely,



Steve Clark

Minister of Municipal Affairs and Housing

- c: Clerk and Chief Administrative Officers
 - Jill Dunlop, Associate Minister of Children and Women's Issues
 - Kate Manson-Smith Deputy Minister, Ministry of Municipal Affairs and Housing
 - Marie-Lison Fougère, Deputy Minister Responsible for Women's Issues



Community Services

Legislative Services

April 27, 2021

File #120203

Sent via email: Justin.trudeau@parl.gc.ca

The Right Honourable Justin Trudeau,
Prime Minister of Canada
House of Commons
Ottawa, ON K1A 0A6

Honourable and Dear Sir:

Re: Federal Government Providing Transparency with Regard to Plans to Reopen the Canada-US Border

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of April 26, 2021 passed the following resolution:

Whereas in March 2020 the unprecedented step was taken to close the Canada-United States border to all non-essential discretionary traffic to prevent the spread of COVID-19, and

Whereas that closure has been extended 30 days at a time for over a year, with only limited travel exceptions available for purposes deemed essential by the federal government, and

Whereas the Municipal Council of the Town of Fort Erie passed a resolution May 4, 2020 requesting that the border remain closed until such a time that the situation in the United States has improved, and

Whereas the health threat caused by COVID-19 currently remains, vaccination efforts in both countries are accelerating with the intended objective of having at least one vaccine dose available for all adults in both countries by Summer, and

Whereas the border closure continues to have an incredible social and economic impact on the communities located along it, including spouses, children and other loved ones who remain separated from each other, and

.../2

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

Whereas Canada shares the longest undefended border in the world and our largest trade partnership with the United States, and it would be desirable to resume the free movement of goods and people across that border when it is safe to do so, and

Whereas United States President Joe Biden has signed an executive order directing the US work alongside the Canadian and Mexican governments to plan for the eventual withdrawal of existing land border restrictions, and

Whereas despite assurances by the Canadian federal government that the border will reopen, there has been no transparency on efforts being undertaken to achieve that goal, and no plan provided outlining the steps and metrics necessary to achieve that goal or what that opening will look like;

Now therefore be it resolved,

That: The Municipal Council of the Town of Fort Erie requests that Canadian and US officials continue to work together to formulate the plan necessary to permit the safe eventual full reopening of the Canada-US border to all traffic, and further

That: The Municipal Council of the Town of Fort Erie requests that the Canadian Federal government provide transparency on the steps and metrics necessary to reopen the border and what a reopened border will look like and any phasing in, as deemed appropriate, and further

That: The Municipal Council of the Town of Fort Erie requests that The Public Health Agency of Canada coordinate with their provincial and municipal counterparts to immediately vaccinate our front-line Canadian Border Services Agency officers, and further

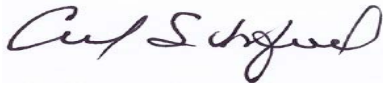
That: The Municipal Council of the Town of Fort Erie extends their appreciation to all officials in both Canada and the United States involved for their continual efforts on conveying the concerns and challenges border communities have faced during the pandemic, and further

That: A copy of this resolution be circulated to The Right Honourable Justin Trudeau, Prime Minister of Canada, The Honourable Bill Blair, Minister of Public Safety, The Honourable Patty Hajdu, Minister of Health (Canada), Joe Biden, President of the United States of America, Alejandro Mayorkas, United States Secretary of Homeland Security, Tony Baldinelli, Member of Parliament for Niagara Falls, Brian Higgins, US Congressman for the 26th District of the State of New York, Chris Jacobs, US Congressman for the 27th District of the State of New York, United States Senators Chuck Schumer and Kristen Gillibrand, all Members of Parliament representing constituencies of border crossing

municipalities along the Canada-US border, the Co-Chairs of the United States Congress Northern Border Caucus, and all border crossing Mayors of municipalities along the Canada-US border.

Thank you for your attention to this matter.

Yours very truly,



Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

C.C.

Mr. Joe Biden, President of the United States of America dl.legislative@whmo.mil / correspondence@who.eop.gov

The Honourable Bill Blair, Minister of Public Safety Bill.Blair@parl.gc.ca

The Honourable Patty Hajdu, Minister of Health (Canada) Patty.Hajdu@parl.gc.ca

Alejandro Mayorkas, United States Secretary of Homeland Security dhssecretary@hq.dhs.gov / congresstodhs@hq.dhs.gov

Tony Baldinelli, MP, Niagara Falls Tony.Baldinelli@parl.gc.ca

Brian Higgins, US Congressman for the 26th District of the State of NY/Co-Chair of the United States Congress Northern Border Caucus

chris.fahy@mail.house.gov

Chris Jacobs, US Congressman for the 27th District of the State of NY, United States George.mcnerney@mail.house.gov

Chuck Schumer, United States Senator for New York Jordan_nicholson@schumer.senate.gov

Kristen Gillibrand, United States Senator for New York invite@gillibrand.senate.gov

Elise Stefanik, Co-Chair of the United States Congress Northern Border Caucus ny21esima@mail.house.gov

Members of Parliament representing constituencies of border crossing municipalities along the Canada-US border

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Border crossing municipalities along the Canada-US border:

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billyhoward207@yahoo.com, town.manager@houlton-main.com



April 30, 2021

Hon. Doug Ford, Premier
Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Sent via email: premier@ontario.ca

Dear Premier Ford,

Please be advised that at the Brantford City Council Meeting held April 27, 2021, the following resolution was adopted:

Request - Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities

WHEREAS COVID-19 restrictions have had significant impacts; and

WHEREAS many forms of socializing, recreation and sport have been curtailed; and

WHEREAS the game of golf can be enjoyed while maintaining proper social distancing;

THEREFORE BE IT RESOLVED THAT The Corporation of The City of Brantford recommends:

- A. THAT The Province of Ontario withdraws its prohibition on golfing and any other outdoor recreational activities which can be enjoyed while maintaining proper social distancing; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to the Premier of Ontario; Will Bouma, MPP, Brantford-Brant, the Association of Municipalities of Ontario, Ontario Big City Mayors; and the list of other Municipalities in Ontario.

Yours truly,

Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc MPP Will Bouma, Brantford-Brant
Association of Municipalities of Ontario (AMO)
Ontario Big City Mayors
All Ontario Municipalities

CITY CLERK'S OFFICE City Hall, 100 Wellington Square, Brantford, ON N3T 2M2 P.O Box 818, Brantford, ON N3T 5R7
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Legislative Services
111 Erie Street North
Leamington, ON N8H 2Z9
519-326-5761
clerks@leamington.ca

SENT VIA EMAIL

May 5, 2021

**Re: Advocacy for Reform
Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, April 27, 2021 enacted the following resolution:

No. C-119-21

Re: Advocacy for Reform - MFIPPA Legislation

BE IT RESOLVED that the Council of the Municipality of Leamington has received Clerk's Department Report LLS-15-21 regarding Advocacy for Reform of Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"); and

That that the following motion be passed in support of a request to review and reform of MFIPPA:

WHEREAS MFIPPA dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Leamington, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the municipal clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated

technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS MFIPPA fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the municipal clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;

7. That administrative practices implied or required under MFIPPA, including those of the Information and Privacy Commissioner, be reviewed and modernized;
8. That the integrity of MFIPPA be maintained to protect personal privacy and transparent governments.

Carried

Sincerely,
Brenda M. Percy, Clerk

cc: Rick Nicholls, MPP Chatham Kent - Leamington
Dave Epp, MP Chatham Kent - Leamington
Minister of Consumer Services
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
Association of Clerks and Treasurers of Ontario
Ontario Clerks

TOWN OF FORT FRANCESMINUTESSESSION NO. #005April 21, 2021

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday April 21, 2021 from 8:30 a.m. to 9:04 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 (8:30 a.m. to 9:04 a.m.)

1 Call to Order

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

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on March 17, 2021 - the minutes from the previous meeting were approved as circulated.

4 Items Referred from Council

4.1 Request from Fort Frances Canadian Bass Championship - the request was approved as presented.

5 New Business

5.1 Request for Sewer Rooting Reimbursement - 271 Biddeson Avenue - the administration report was approved as recommended.

5.2 Application to the Regional Air Transportation Initiative - the administration report was received.

5.3 Award of RFP 21-OF-05 - Development of a Municipality Wide Master Stormwater Management Plan - the administration report was approved as recommended.

6 Information

- 6.1 2020 Performance Report for the Fort Frances Sewage Treatment Plant - the report was received and will be forwarded to Council as information only. No action required.
- 6.2 Fort Frances Wastewater Treatment Facility March 2021 Monthly Report - the report was received and will be forwarded to Council as information only. No action required.
- 6.3 Operations and Facilities Division - Public Works Area - Operations Statistics - February 2021 - the Operations Stats for February were received and will be forwarded to Council as information only. No action required.
- 6.4 Sewer and Water Data for 2021 - updated April 14, 2021 - the sewer and water data was received and will be forwarded to Council as information only. No action required.
- 6.5 Airport Statistics 2021 as of March 31, 2021 - the airport statistics were received and will be forwarded to Council as information only. No action required.
- 6.6 2021 Tonnage at the Landfill Site - updated April 19, 2021 - the landfill statistics were received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 Meeting adjourned at 9:04 a.m.
Next meeting May 5, 2021

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #6April 20, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee room and virtually on April 20, 2021 from 1159 hrs to 1209 hrs

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, J. Forbes, Human Resources Manager, K. Haney, Deputy Clerk, L. Slomke, Municipal Clerk, Merna Emara/Natali Trivunic, Fort Frances Times

REGRETS:

1. **Call to Order @ 1159 hrs**
2. **Disclosure of pecuniary interest and the general nature thereof**
 - 2.1 Councillor Brunetta disclosed an interest in item 5.1 below as this is her per diem claim for attendance at NOMA.
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 5 - 16 March 2021 - Approved as presented
4. **Items Referred from Council - None**
5. **New Business**
 - 5.1 Per Diem Claims - Accepted as presented
 - 5.2 2117 By Law 12-21 Potential Amendment - All members in favor. D. Galusha to initiate by-law amendment.
 - 5.3 AFEC - Policy Review - Accepted as presented.
 - 5.4 Fire Safety Grant - Approved as presented. Recommendation to move forward.
6. **Outstanding Items - None**
7. **Information**
 - 7.1 Fire Rescue Reports - Accepted as presented
8. **In-Camera - None**
9. **Adjourn @ 1209 hrs / Next Meeting Date - 04 May 2021**

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #7

April 19, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually at the Civic Centre on April 19, 2021 from 0830 to 0843 hrs.

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

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk, R. Thoms, B93, M. Emera, Fort Frances Times

REGRETS Councillor D. Judson, L. Slomke, Municipal Clerk

1. **Call to Order - 0830 hrs**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 6 - 05 April 2021 - Accepted as presented
4. **Items Referred from Council - None**
5. **New Business**
 - 5.1 C. Vangel - 324 Victoria Avenue - Discussion held. Cody to obtain further information regarding query re related historical precedence.
 - 5.2 SPC01-2020 Mill Property - Discussion held. Committee recommended item be brought forward to Council meeting of 26 April 2021
6. **Outstanding Items - None**
7. **Information - None**
8. **In-Camera - None**
9. **Adjourn @ 0842 hrs / Next Meeting Date - 03 May 2021**

Executive Committee Chair

Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCESMINUTESSESSION NO. #3April 7, 2021

The meeting of the Economic Development Executive Committee of the Town of Fort Frances was held in the committee room and virtually on April 7, 2021 from 1200 to 1321 hrs.

PRESENT: Chairperson D. Judson, Councillor J. McTaggart (Vice-Chair) Councillor M. Behan and Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO / Municipal Planner, T. Drysdale, Economic Development Consultant, G. Gillon, RRFDC, J. Ruppenstein, CAO, Fort Frances Power Corporation, J. Forbes, Human Resources Manager, D. Cridland, J. Pryde, L. Slomke, Clerk, K. Haney, Deputy Clerk, Randy Thoms, B93, Merna Emara - Fort Frances Times

REGRETS:**1. Call to Order/Roll Call**

1.1 Meeting called to order at 1200 hrs

2. Disclosure of pecuniary interest and the general nature thereof - none**3. Approval of Previous Committee Minutes**

3.1 Session no. 2 - 03 March 2021 - Accepted as presented

4. Items Referred from Council - None**5. New Business**

5.1 International Falls Border Crossing Data - Accepted as presented. Will continue to monitor

6. Outstanding Items

6.1 Ranier Bridge - Discussion held. Engagement of local parties for consideration of U.S. aspirations. Written communication to be initiated by Mayor to Rainier township.

6.2 OREA White Paper Small Towns Big Opportunities
Item brought forward to NOMA via Councillor Brunetta
Follow up to be sought from Councillor Brunetta
D. Brown to work with T. Drysdale to obtain further information to assist determining action plan and in seeking organizations that can assist in lobbying.

6.3 Standing items for future review:
- Large Industrial Tax Rate - Report will be provided next meeting
- Capital Priorities per Tourism Plan - Further information to follow
- Winnipeg to Thunder Bay tourism route initiative - Work in progress
- Cross Border Fishing Activity - Mayor Caul to follow up with affiliated representatives

7. Information

7.1 TOFF 2 year workplan - Tannis Drysdale - Accepted as received

7.2 Action Canada/Public Policy Forum: Place-Based Policy Options for Entrepreneurship in a Post-COVID Canada - Councillor Judson - Discussion held. Query procurement as future item at EDEC.

8. **In-Camera - None**

9. **Adjourn @ 1321 hrs / Next Meeting Date - 05 May 2021**

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #2March 26, 2021

The meeting of Police Services Board of the Town of Fort Frances was held in the Civic Centre and virtually on March 26, 2021 from 0832 to 1016 hrs.

PRESENT: Chairperson , Councillor J. McTaggart, L. Hamilton, G. Rogozinski, Mayor J. Caul (ex-officio)

ALSO PRESENT: K. Haney, Deputy Clerk, L. Slomke, Clerk, Detachment Commander N. Schmidt, Staff Sargent Derek McLean, Randy Thoms (B93) Acting Superintendent, Chuck Wesley (0935-1007 hrs)

REGRETS:**1. Call to Order - 0832 hrs / Roll Call**

2. Disclosure of pecuniary interest and the general nature thereof
None

3. Approval of Agenda

3.1 Agenda - 26 March 2021

3.1 Caul - Rogozinski THAT the Police Service Board approve the March 26, 2021 agenda as prepared

CARRIED

4. Approval of Previous Board Minutes

4.1 Session No. 1 - 29 January 2021 - Approved as presented

4.1 Caul - Hamilton: THAT the minutes of the Board meeting being Session No. 1 dated 29 January 2021 having been typed and distributed to members now be approved

CARRIED

5. New Business

5.1 Detachment Board Framework - Discussion held. Proposal due by June 7, 2021. Creation of working group first course of action. Councillor McTaggart, Mayor J. Caul, Deputy Clerk, K. Haney and Clerk, L. Slomke will meet to discuss initial correspondence to reach out to other nine municipalities for options as to what future composition could look like.

[132-2021-404 OPP Detachment Board Framework_SG Outgoing_English](#)
[OPP_DB_PROPOSAL_FACTSHEET_EN](#)
[OPP_DB_PROPOSAL_QA_EN](#)

5.2 Letter S10 Update March 2021
[Letter S10 Update March 2021](#)

5.2 Rogozinski - Hamilton: THAT the Police Services Board Committee receive the OPP governance update and framework and further that the Police Service approve the creation of a working group and that Mayor Caul and Councillor McTaggart sit on said group

CARRIED

5.3 Foot Patrols - no focus patrol implemented at this point rather a daily direction provided

to members to be a part of the downtown core and remain visible. Downtown focus
0300-0600 hrs

6. Standing Items

- 6.1 Detachment Commander's Report - January & February (please find attached) - Sgt D. McLean reviewed the Detachment Commander's report on N. Schmidt's behalf.

7. Information

- 7.1 Information - Virtual Zone 1 Meeting - April 12 (morning) - Details specific to meeting will be forwarded at a later date

8. Next Meeting Date

23 April 2021

9. In-Camera

- 9.1 personal matters about an identifiable individual, including municipal or local board - selection process

- 9.1 Hamilton - Rogozinski 1007 to 1015 hrs - THAT Council now meet in-camera to address a matter pertaining to: personal matters about an identifiable individual, including municipal or local board employees; more specifically item 2.1 recruitment matter.

CARRIED

- 9.1 Caul-Hamilton: THAT the Fort Frances Police Services Board approve Councillor J. McTaggart sit on the recruitment panel for Detachment Commander selection

CARRIED

10. Adjournment

- 10.1 Meeting adjourned at 1016 hrs

- 10.1 Caul - Hamilton THAT this meeting of the Town of Fort Frances Police Services Board be now closed

CARRIED

Councillor J. McTaggart
(Chairperson)

Board Secretary Karyn Haney