

# TOWN OF FORT FRANCES

## Planning & Development Executive Committee

### AGENDA - June 7, 2021 at 8:30 AM

#### MEETING - Civic Centre

#### Microsoft Teams meeting

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1. <b><u>Call to Order/Roll call</u></b>	
2. <b><u>Disclosure of pecuniary interest and the general nature thereof</u></b>	
3. <b><u>Approval of Previous Committee Minutes</u></b>	
3.1 Session no 9 - 17 May 2021	2 - 3
4. <b><u>Items Referred from Council - none</u></b>	
5. <b><u>New Business</u></b>	
5.1 Phair Avenue Park	
5.2 Temporary Patio Request	4 - 16
5.3 Letter from B. Naturkach re future planning ideas	17 - 25
6. <b><u>Outstanding Items - none</u></b>	
7. <b><u>Information</u></b>	
7.1 PDEC May By-law report	26 - 27
8. <b><u>In-Camera - none</u></b>	
9. <b><u>Adjourn / Next Meeting Date - 21 June 2021</u></b>	

## TOWN OF FORT FRANCES

### MINUTES

### SESSION NO. #9

May 17, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on May 17, 2021 from 0830 hrs to 0909 hrs.

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

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk, L. Slomke, Clerk, R. Thoms, B93.1, Mera Emara, Fort Frances Times

#### **1. Call to Order @ 0830 hrs/Roll Call**

#### **2. Disclosure of pecuniary interest and the general nature thereof - none**

#### **3. Approval of Previous Committee Minutes**

Accepted as presented

3.1 Session no 8 - 03 May 2021

#### **4. Items Referred from Council**

4.1 Hydro One RE\_ [External] Roy Avis Line Expansion - Input from other divisions sought. Committee will await receipt of expressions re concerns from divisions prior to further review. Item to remain on agenda.

4.2 Letter from B Naturkach re future planning ideas - Direction to forward to other divisions for additional comments and considerations. Item to remain on agenda.

#### **5. New Business**

5.1 Award Recommendation - R.F.P. NO 2021-PD-08 - Phase One & Two Environmental Site Assessment for the former Shevlin Wood Yard - Committee recommends moving forward with KGS group re award recommendation to Mayor/Council.

#### **6. Outstanding Items**

6.1 Tourism Development and Marketing Plan - Beautification of Scott Street/Town Entrances/Trans Canada - Good potential for inclusion into Capital 2022 budget. Committee in agreement no better time than now for transformation of downtown area. C. Vangel to obtain further information from surrounding areas re structural guidelines/policy implementation/financial incentives. Item to remain on agenda

#### **7. Information**

7.1 By-law Enforcement April 2021 Report - Accepted as presented.

#### **8. In-Camera**

8.1 a proposed or pending acquisition or disposition of land by the municipality or local board; lane way matter 0900 to 0909 hrs - C. Vangel, D. Brown, K. Haney, L. Slomke and P. Briere were connected virtually with Committee members. Committee provided direction to C. Vangel and L. Slomke to move forward with negotiation.

**9. Adjourn @ 0909 hrs / Next Meeting Date - 07 June 2021**

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

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

Date: June 7, 2021

Report To: Planning and Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Scott Street Temporary Patios

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The Planning and Development Executive Committee will recall in 2020 the allowance provided for local restaurants to construct temporary patios adjacent to their existing restaurant facilities including those on Scott Street where two parking stalls were dedicated for the allowance of a temporary patio.

Request has come forth once again from the Flint House on Scott Street to request the use of two parking stalls in front of their facility for a temporary patio. Given that the temporary patio facility will be on Town property it would be recommended that a site-specific licensing agreement be entered into between the Town and Flint House to allow this. This agreement would be in form similar to that of the agreement attached for the Flint House' licensed patio/food truck at the Marina. The fee in the user fee by-law for this agreement would be \$389.30 unless the Committee recommends waiving the fee.

Additionally, in 2020 the Town allowed use of the Rainy Lake Square as a patio extension, see attached report. For discussion amongst the Committee, it should be clarified if this is an initiative to once again move forward with or only allow parking space patios at this time.

#### **AGCO temporary patio extensions**

The AGCO is once again authorizing temporary patio extensions until January 1, 2022 subject to the following:

*To be eligible for a temporary patio extension under the AGCO's 2021 patio policy you must have a valid "By the Glass" licence, be permitted to open for on-site consumption and must meet the criteria as set out below:*

- 1. The physical extension of the premises is adjacent to:
  - a. the premises to which the licence to sell liquor applies; or*
  - b. a dock to which the boat is attached and may include land adjacent to the dock; or*
  - c. the licensed premises under the "By the Glass" licence;**
- 2. The municipality in which the premises is situated has indicated it does not object to an extension;*
- 3. The licensee is able to demonstrate sufficient control over the physical extension of the premises;*
- 4. There is no condition on the licence prohibiting a patio;*
- 5. The capacity of any temporary extension, allows for at least 1.11 square metres per person; and*
- 6. In the case of "By the Glass" licensees, the sale and service of the wine, beer and/or spirits manufactured by the manufacturer within the physical extension of the premises is primarily aimed at promoting the manufacturer's product and either providing an enhanced tourist experience or fulfilling an educational purpose.*

Further information can be found at the following link: <https://www.agco.ca/alcohol/changes-or-additions-existing-licensed-areas>

**Summary**

If the Committee wishes to proceed with the request, the following would be recommended:

- That a letter of support from the municipality be provided to the applicant to submit to the AGCO
- That a site-specific licensing agreement be entered for the patio extension on Town property and that the applicant be subject to the agreement fee of \$389.30 unless the Committee recommends waiver, and that mayor and clerk be authorized to execute the agreement on behalf of the corporation.
- That the applicant supply all materials for the patio extension including the concrete barriers to outline the parking stalls.
- That any other applicants along the 200-300 block of Scott Street be subject to the same requirements.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized flourish extending from the end.

Cody Vangel

Chief Building Official & Municipal Planner

**Report To:** Mayor & Council

**From:** Doug Brown, CAO

**SUBJECT: Waiving of Event Rental Fees for the Rainy Lake Market Square to Local Restaurant and Bar Establishments**

**Background Information**

On Friday June 12, 2020, our Province moved to the next stage for restarting the economy and easing of the restrictions put in place to stop the spread of the COVID- 19 outbreak. Under stage 2 our local restaurants and bars can temporarily extend their outdoor patio space. (See attached published Stage 2 information).


**General Discussion**

In order to provide financial support to our local food service sectors of the community during these unpredictable times, it has been suggested that the Town could consider waving the event fee for the rental of the Rainy Lake square. The established and approved 2020 rental fee is set at \$452.93 (HST extra) per event. Currently, the Rainy Lake Square is booked through the Community Services division in conjunction with Tannis Drysdale, our ED consultant. The local food establishments would still be required to book the facility as in the past. Additionally, they will be required to implement practices to keep their customers safe in accordance with provincial regulations and guidelines. Also see attached a copy of the administration report outlining the rental terms and conditions for the Rainy Lake Square area, which was approved by Council back in March of 2018.

Currently, only the Flint House Restaurant would be in a position to offer liquor sales at the Rainy Lake square, as the Rainy Lake Square is considered a temporary extension of their outdoor patio due to its close proximity to the restaurant location (across Scott Street). Also, the provincial government through the Alcohol and Gaming Commission of Ontario has suspended the issuance of off-site (catering) Special Occasion Permit (SOP) for the foreseeable future. However, all local food service establishments could use the Rainy Lake Square facility to host non-alcohol special culinary events.

Currently, administration doesn't have the authority to waive established rental fees for the Rainy Lake square facility. This is a Council decision.

This report is prepared to ensure Council reviews and considers waiving the rental fees for the Rainy Lake Market Square for local food service establishments during the coronavirus times.



Doug Brown, CAO



## REPORT

**TO:** Mayor Avis & Council

**FROM:** Jason Kabel, Community Services Division Manager

**DATE:** March 16, 2018

**RE:** Rainy Lake Square Recommendations

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### Preamble

At the March 12, 2018 regular meeting of Council, the attached report from Tannis Drysdale, RRFDC Economic Development Consultant was referred to the Community Services Executive Committee with input from the Planning & Development Executive Committee.

The report contains 4 recommendations in each of the following areas: Venue Reservations, Use of the Rainy Lake Square, Liquor Service, Smoking and as well a list of planned programming for 2018.

Below are the recommendations being proposed by RRFDC for consideration:

- 1) **Venue Reservations** - *The Rainy Lake Square will be reserved through the Memorial Sports Centre facility reservation system. The BIA and Economic Development office will have access to the system. The economic development office will assist with bookings, encouraging utilization by the community.*
- 2) **Use of the Rainy Lake Square** - *Council should allow all usage options for the first season of operation and revisit in early 2019 based on experience. Recommendation to develop a fee for uses C and D based on fees for the Memorial Sports Centre Auditorium at \$427.20 + HST for residents of Fort Frances; \$534.00 + HST for non-residents.*
- 3) **Liquor Service** - *Recommendation is to allow bar and restaurant businesses with Catering Endorsements to sell alcohol at events at the Rainy Lake Square.*
  1. *The Rainy Lake Square will not be staffed in the evenings.*
  2. *Allowing alcohol service from a Special Occasion Permit set-up will be competitive with businesses. The Rainy Lake Square is meant to encourage and grow local business. Allowing Catering Endorsement alcohol sales will support bar and restaurant businesses while allowing full service events.*
- 4) **Smoking** - *Recommendation is that smoking be prohibited in the Rainy Lake Square facility.*

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

**Recommendation**

The Community Services Executive Committee recommends to Mayor and Council to endorse the following:

**Council approval of this report will endorse** the following guidelines for the operations of the Rainy Lake Square for the 2018 season on a trial basis and that these guidelines be assessed at the end of season prior to finalizing the 2019 user fees:

1. The Community Services Division Manager, or designate, be part of the RLS operational committee to ensure the present booking practices are adhered to and to provide input as required.
2. RLS bookings will be processed at the Memorial Sports Centre through the existing ActiveNet booking system. The BIA and RRFDC will have access to view the calendar of bookings.
3. There will not be charges to book the RLS for the following uses:
  - A) Casual use – no reservation (e.g. birthday parties and gatherings where the facility remains open to the public)
  - B) Non-profit – by reservation (e.g. fenced in ticketed events for community groups & charities)
4. User Fees will be set at \$433.60 +HST (resident) & \$542.00 +HST (non-resident) per event for the following usage:
  - A) Private events fenced in – by reservation – Invitation only – No public – not ticketed (e.g. weddings, social gatherings)
  - B) For profit – by reservation (e.g. trade shows, car shows)
5. Alcohol - RLS events involving the serving of alcohol will only utilize the catering endorsement method as prescribed by the Ontario Liquor License Act (Alcohol and Gaming Commission of Ontario). This will encourage the growth and retention of local businesses in the community. No alcohol will be served past 11:00 pm. The Town is the process of amending its alcohol policy where these terms will be considered prior to finalizing the revised alcohol policy. Also, all applicable terms and conditions outlined in the Town's existing alcohol policy will be adhered too.
6. Smoking at the Rainy Lake Square will be prohibited with an update to the existing municipal bylaw.



## Restaurants & Bars

Restaurants, bars, food trucks and other food and drink establishments (e.g., wineries, breweries and distilleries) can open for dining in outdoor areas only, such as patios, curbside, parking lots and adjacent premises.

- Establishments must take appropriate measures to ensure physical distancing of at least two metres between patrons from different households, including:
  - Using reservations.
  - Limiting number of patrons allowed in the outdoor space at one time.
  - Ensuring enough space between tables, including to allow for movement.
- Access to indoor facilities is limited to patio/outdoor dining area access, food pickup, payment, washrooms or other health and safety purposes.
- Liquor sales licensees who wish to temporarily extend the physical size of their existing licensed patio, or temporarily add a new licensed patio within the approved period are authorized to do so, if all the following criteria are met:
  - The physical extension of the premises is adjacent to the premises to which the licence to sell liquor applies.
  - The municipality in which the premises is situated does not object to an extension.
  - The licensee is able to demonstrate sufficient control over the physical extension of the premises.
  - There is no condition on the liquor sales licence prohibiting a patio.

### KEEP CUSTOMERS SAFE



Practice physical distancing



Increase cleaning of frequently touched surfaces



Wear PPE at all times, at minimum an appropriate face covering



Wash your hands frequently and practice good hygiene



Get tested if you are worried you have or have been exposed to COVID-19

Food services in any workplace setting are strongly advised to review and adopt workplace guidance for [restaurants and bars](#). This includes food courts, food services on television, film and photography sets, and food services as part of tours. Workplaces are strongly recommended to review and adopt guidelines to keep employees and customers safe.

## **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 15<sup>th</sup> of the year of the execution of this Agreement.

After October 15<sup>th</sup> 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 Licensors, which consent may be unreasonably withheld.

The Licensee and the Licensors 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 Licensors 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. Licensors 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 Licensors 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 Licensors 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 Licensors subject to any rules and regulations promulgated by Licensors. Licensee's employees while working at the Licensed Location, shall not be entitled to use toilets, "break-rooms" and other similar facilities provided by Licensors at the Marina.

#### 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 Licensors'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 Licensors 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 Licensor 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. Licensor 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 Licensor to undertake such maintenance on behalf of the Licensee. Licensor 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 Licensor'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 Licensor 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 agrees to furnish or cause to be furnished to the public during the term hereof portable restroom facilities which 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.~~

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 Licensor, 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 Licensor 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, Licenser 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 Licenser in the condition set forth in paragraph 13 below, and if Licensee fails to do so, it shall be liable to Licenser for Licenser'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, Licenser 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 Licenser pursuant to this paragraph and all other sums due or payable to Licenser hereunder, if this Agreement shall be terminated as provided herein due to the default(s) of Licensee, then Licenser shall be entitled to receive and Licensee shall be obligated to pay to Licenser 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 Licenser 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 Licenser 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, Licenser agrees to notify Licensee as to whether it or the Licenser has decided to repair the damage or destruction resulting from any casualty as soon as possible. If Licenser elects to repair such damage or destruction, Licenser 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 Licenser's restoration and/or restoration by the Licenser is completed. If Licenser notifies Licensee that Licenser has decided not to repair such damage or destruction, this Agreement shall be terminated. Nothing herein contained shall obligate Licenser to undertake any repair and/or restoration obligations.

## **15. Assignment**

This Agreement may not be assigned or sublicensed without the written permission of Licenser 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 Licenser 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, Licenser 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 Licenser within the Marina. If Licensee or Licenser 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<br>320 Portage Avenue, Fort Frances, ON P9A 3P9 |
| (b) If to Licensee, then to:              | Stacey Cridland<br>1930709 Ontario Inc.<br>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



Date: June 7, 2021

Report To: Planning and Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Front Street Extension Westerly

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Bill Naturkach has written to Mayor and Council regarding the possibility of extending Front Street Westerly, along with outlining a number of considerations that should be taken into account.

**Front Street & LaVerendrye Parkway Extension - Westerly**

The Town, RRFD and the current property owners will be working on a planning exercise jointly for the associated property. The request for proposals detailing the search for a consultant to assist with the project has been attached for information. Some of the points may be brought forward for consideration throughout the planning process, however, the Town should remain cautious in the sense that the property is still privately owned and that there may be risk involved with obtaining some of these lands.

**Research of original title and government decisions**

It is unclear to what benefit the Town would receive from such a search. However, if this were an initiative the Committee felt strongly on, this may be something that can be incorporated into the 2022 capital budget as it would be expected that significant legal fees would be incurred for an uncertain return.

**Reacquisition of Streets**

Through discussions with the Operations and Facilities division there is little interest to reacquire these “assets” due to the known condition and age of them. The capital required to rehabilitate these would be significant, especially with little known about the future plans of the lands. However, in the event that a private developer wished to subdivide the lands for future development this would likely entail the installation of new infrastructure to service the lands which could be upgraded and installed at the cost of the developer.

**Engineering and planning/zoning review**

Some of this initiative will be completed through the upcoming planning exercise related to the property.

**Town’s relationship with the current property owner**

A good working relationship with the property owner is certainly crucial. It is understood that the Town has expropriation rights, however, working with property owners is priority number one.

**Future of Bridge**

Outreach has been made by the Town of Fort Frances to other levels of government on the future of the international bridge.

Many of the concerns/topics noted by Mr. Naturkach can be addressed/considered through the planning exercise with the mill property owners. It is recommended by administration to receive this letter with thanks.

Respectfully submitted.

A handwritten signature in black ink, appearing to read 'Cody Vangel', with a stylized, sweeping flourish at the end.

Cody Vangel  
Chief Building Official & Municipal Planner

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), it's 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.

## **Rainy River Future Development Corporation (RRFDC)**

### **REQUEST FOR PROPOSALS**

#### **CONSULTING SERVICES**

##### **1. BACKGROUND ON THE MILL PROPERTY**

For nearly a century, the Town of Fort Frances and surrounding regions has been largely dependent economically on the pulp and paper mill in Fort Frances. In the 1980's the operation employed 1,500 people working directly at the mill or indirectly harvesting and hauling in the surrounding woodlands. The paper mill properties were also responsible for approximately \$2 million in municipal taxation.

The mill ceased operations in 2014 and the properties upon which it operated are currently in the process of redevelopment as part of economic revitalization efforts in Fort Frances and across the Rainy River District.

##### **2. BACKGROUND ON FORT FRANCES / AAZHOGAN RENEWAL PLANNING COMMITTEE**

2670568 Ontario Ltd. acquired the former Fort Frances mill properties in July 2019 and remain the owners of the property today. 2670568 and Rainy River First Nations (RRFN) have subsequently formed a joint venture with the intent to collaboratively redevelop the mill properties. Ziibi Anishinaabe Investments Inc. is the operating entity assigned by RRFN to act on their behalf for this redevelopment work. The joint venture operates as Aazhogan Renewal.

In June 2020, Aazhogan Renewal and the Town of Fort Frances agreed to work together to address anticipated planning and development requirements associated with the mill properties, most notably with amendments that may be required with the Town of Fort Frances Official Plan and the ambitions of Aazhogan Renewal. The Town of Fort Frances and Aazhogan Renewal agreed to work together through a newly formed Fort Frances / Aazhogan Renewal Planning Committee ("the Committee").

The Committee is an advisory committee with no official authorities. The Committee was established to undertake this Project.

The Committee is comprised of one representative from each of the following four organizations:

- 2670568 Ontario Ltd.
- Ziibi Anishinaabe Investments Inc.
- Town of Fort Frances
- Rainy River Future Development Corporation

RRFDC represents the economic development interests of the Rainy River District municipalities including Alberton, Dawson, LaVallee, Emo, Lake of the Woods, Chapple, and Rainy River.

### **3. THE SERVICES**

RRFNDC seeks to retain, through this Request for Proposals (RFP), a community planning consulting firm with experience in urban design, economic development and land use planning in Ontario to conduct a Project at the direction of the Committee in support of its mandate.

The consultant team will include professional planners, a landscape architect, economic analysis and engineering professionals.

The successful firm will be required to travel to the Town of Fort Frances to meet with Aazhogan Renewal and then the Committee to conduct consultations.

### **4. PROJECT PURPOSE**

The purpose of this Project is to develop recommendations for amending Town planning documents relevant to ongoing renewal efforts within the Town limits.

There are three main stages required to achieve this purpose are as follows:

- Supporting Aazhogan Renewal in identifying the highest and best uses related to ongoing renewal efforts at the former mill properties.
- Identifying key constraints to pursuing these highest and best uses, with an emphasis on zoning and other regulatory challenges.
- Developing recommendations for amending Town planning documents to provide maximum flexibility and impact for ongoing renewal efforts within the Town limits.

### **5. PROJECT ACTIVITIES**

There will be five main activities involved in the Project:

- Document Review and Situational Analysis, including but not limited to the following:
  - Background reports and conceptual designs previously completed for the property re-development.
  - Recent planning studies conducted in Fort Frances on key properties;
  - The current Fort Frances Official Plan;
  - Ownership profile for all Aazhogan Renewal lands and buildings in Fort Frances.
- Conduct in-person engagement sessions with representatives of Aazhogan Renewal to discuss highest and best use of the former mill properties.
- Conduct in-person engagement sessions with Committee members.
- Conduct in-person engagement sessions with Town of Fort Frances staff.
- Identify appropriate channels for public engagement, if any, related to this Project.

### **6. PROJECT DELIVERABLES**

The Consultant will be responsible for providing the following key deliverables:

- Develop a situational analysis for the Committee summarizing the relevant circumstances related to this Project.
- Provide recommendations to Aazhogan Renewal on the highest and best use-based outcomes for the property, inclusive of a conceptual master plan.
- Provide recommendations to the Committee for amending Town planning documents relevant to ongoing renewal efforts within the Town limits.
- Provide a final presentation to the Town of Fort Frances on key initiatives resulting from the engagement.

## **7. TIMING**

The Project must be completed by Dec. 31, 2021. As time is of the essence, proposals indicate proposed timeframes, which will be considered in the evaluation.

## **8. PRICE QUOTATION**

Provide a detailed budget estimate of total fees, including retainer fees, expenses and per diem rates. No additional fees will be paid to Consultant for administration or management of Consultant services.

## **9. PROJECT PROPOSAL**

The Proposal shall contain at least, but is not limited to, the following:

- a. An introduction explaining the methodological approach that will be used in delivering the services.
- b. Names, qualifications, and experience of staff and sub-contractors to be assigned to the project.
- c. Maximum total cost of program services broken down by coordinator and sub-contractors, with anticipated expenses, disbursements, payment schedule and conditions listed separately.
- d. Per Diem rates for key personnel involved in the assignment and an estimate of the number of days that such personnel would spend on the assignment and in the project area.
- e. The Consultant will maintain a project diary in which activities such as significant contacts, telephone calls, correspondence, instructions, meetings, discussions, negotiations, product development, time and expenses incurred in connection with the performance of the projects are recorded.
- f. At least two (2) references for projects of a similar scope.
- g. A draft Contract of Engagement.
- h. Certificate of Insurance (\$2,000,000)

## **10. MONITORING**

The RRFDC recognizes that only through continuous contact will the Consultant achieve optimum performance. The Consultant is therefore required to submit a brief monthly written activity summary report as outlined above.

## **11. CONTRACT**

The Consultant shall enter into a contract with the Rainy River Future Development Corporation (RRFDC). The contract shall indicate that services to be provided shall be performed to the satisfaction of the RRFDC and its funding partners, according to the Terms of Reference, and for the amount agreed upon by the parties.

The contract shall also indicate that no additional money shall be paid to the Consultant for any additional work for which prior authorization has not been given in writing.



## **12. CONTRACT CHANGES**

The contract may be revised during the program if agreed upon in writing by both parties. Any change would include an assessment of the impact of the proposed change on target dates and costs.

## **13. CONDITIONS**

This project is conditional upon approval of Ontario government funding satisfactory to RRFDC.

Mail hard copies of proposals to:

Geoff Gillon  
Rainy River Future Development Corporation  
601 Mowat Avenue  
Fort Frances, Ontario  
P9A 1A2

Or e-mail proposals to [geoff@rrfdc.on.ca](mailto:geoff@rrfdc.on.ca)

By 4:00 pm on June 30, 2021

Date: June 3<sup>rd</sup>, 2021

Report To: Planning & Development Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

RE: May Activities for By-Law Enforcement Department.

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Please see the below information for the month of May activities for this department.

### **Operational Constraints**

#### **May 2021**

##### Animal Pound Statistics

Impounded Dogs	1
Impounded Cats	0
After Hours Visits	0
Total Shelter Visits for Month	10

##### Monthly Parking Statistics

Tickets for Month	3
Ticket by OPP	0
Monthly Total	3
Yearly Total Issued	113

##### Daily Activities completed by By-Law Officers.

- Animal Pound Activities.
- Pawn Shop Visits.
- Checking Parking Equipment (Repairs/Maintenance to Meter Equipment).
- Garbage Collection Issues.
- Fine Box Collections & Ticket Processing.

##### Other Duties Completed by By-Law Officers

- Month End Office Reports.
- Parking Enforcement Complaint Driven.
- OPP Monthly Parking Stats.
- Weekly Mileage for Civic Centre Vehicles.
- Emergency Management COVID-19 Response.
- Emergency Management 2021 Compliance Begun.
- Operation Walleye Full Scale Exercise Planning Meetings.
- OFMEM PEOC Calls Twice per Week.
- Amethyst Sector (Emergency Management) CEMC Bi-Weekly Calls.
- NWHU Vaccination Task Force Meetings Weekly.
- JHSC Activities & Monthly Inspections.
- Monthly Activities Reporting to PDEC.
- OFMEM EEPMO Project Meetings.

- OAPSO Fall Chapter Meeting Planning
- Maintain/Attend Town Vehicle's in Parking Lot (Civic Centre).
- NWHU Section 22 Order Implementation.
- Monitoring NW Region Fire Hazards.

Occurrence Type (Complaints & Information)	Calls for Service/Complaints
Fireworks (Includes Inquiries)	2
Parking (Includes Inquiries)	9
Animals (Includes Inquiries)	8
Business Licensing (Includes Inquiries)	12
Property Standards (Includes Landlord/Tenant & Grass Cutting)	20 PS + 35 Grass = 55 Total
Taxi (Includes Inquiries)	6
Sign Permits (Includes Inquiries)	5
Moving Permits (Includes Inquiries)	1
Retail Holiday Act (Includes Inquiries)	5
Heavy Trucks (Includes Inquiries)	3
Waste Management (Includes Asselin Forms)	11
Fences (Includes Inquiries)	16
COVID Legislation/Vaccination	4
OPP Call Outs/Questions	1
Building Code/Zoning Issues (Includes Tents, Trailers, etc).	6
Cannabis (Includes Inquiries)	2
Noise Issues (Includes Inquiries)	5
Fire Issues (Includes Inquiries)	6
Water Permits (Includes Inquiries & Enforcement)	15
<b>TOTAL CALLS FOR SERVICE</b>	<b>161</b>

Respectfully submitted,

Original Signed By

Patrick Briere, CMM III, Property Standards Professional  
MLEO/Public Information Officer, Planning & Development Division  
PH: 1-807-274-5323 ext. 1218  
[pbriere@fortfrances.ca](mailto:pbriere@fortfrances.ca)