

TOWN OF FORT FRANCES

AGENDA - December 13, 2021

Session no 79

MEETING - Council Chambers , Civic Centre

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 - 1.3 Moment of Meditation
 - 1.4 Disclosure of pecuniary interest and the general nature thereof.
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TOWN OF FORT FRANCESMINUTESSESSION NO. 78November 22, 2021

The meeting of Council of the Town of Fort Frances was held in the virtually and in the Committee Room, on November 22, 2021 from 6:10 p.m. to 8:32 p.m.

PRESENT: Mayor J. Caul, Chairperson; Councillors M. Behan, W. Brunetta, A. Hallikas, D. Judson, J. McTaggart and R. Wiedenhoeft.

ALSO PRESENT: F. Anwar, CAO, Gabrielle Lecuyer, Municipal Clerk, Karyn Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, C. Vangel, CBO & Municipal Planner, A. Bisson, Recreation & Culture Manager, Alyssa Hansma, HR Manager, Jeremy Hughes, IT Manager, Tyler Moffit, Fire Chief

1. COUNCIL MEETING

(Session No. 78) to immediately follow the Committee of the Whole

- 1.1 Call to Order @ 6:10 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof - none

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole

815 Wiedenhoeft - McTaggart THAT the following Consent items be approved:

- 1. Committee of the Whole Consent items # 5.1, ~~5.2~~, 5.3, 5.4, 5.5, ~~5.6~~, 5.7, 5.8, 5.9, 5.10

CARRIED

- 2.2 Dale Fortes, Boston Pizza Re: Single Use Plastic Ban By-Law
-that the correspondence be received

816 Brunetta - McTaggart THAT Council receive the correspondence from Dale Fortes, Boston Pizza Re: Single Use Plastic Ban By-Law
AND that the matter be referred to the Planning and Development Executive Committee
(as amended)

CARRIED

3. Approval of Council Minutes: *

- 3.1 Session No. 77 November 8, 2021

817 Hallikas - Behan THAT the minutes of the Council meeting being Session No. 077 respectively dated November 8, 2021, having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

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4.1 Session No. 85 November 8, 2021

- 818 Judson - Hallikas THAT the reports of the Committee of the Whole of Council meetings being Session No. 085 dated November 8, 2021, having been typed and distributed be approved.

CARRIED

5. Resolutions from tonight's Committee of the Whole meeting

5.1 Resolution from the Committee of the whole are as follows:

- 819 McTaggart - Wiedenhoef THAT the report dated November 15, 2021 from the Manager of Recreation and Culture re: Community Service Draft User Fee 2022 be approved to agree with the recommendation of the Community Services Executive Committee to endorse in principle the attached 2022 user fee schedule as amended, and to extend the removal of non-resident user fees until such time that an analysis of the non-resident user fee removal can be performed.

CARRIED

- 820 Behan - Brunetta THAT the report dated November 17, 2021 from the Fire Chief/CEMC re: Emergency Services User Fees & Charges be approved to agree with the recommendation of the Administration & Finance Executive Committee to approve this report as presented and bring forward the resolution to approve the proposed 2022 user fees and charges for the Emergency Services.

CARRIED

- 821 Behan - Wiedenhoef THAT the report dated November 22, 2021 from D. Galusha, Treasurer re: 357-358 Application 1336 Colonization Road West be approved to agree with the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2021 taxes under Section 357/358 of the Municipal Act for property located at 1336 Colonization Road West resulting from the commercial portion of the property being removed as they no longer have a business there.

CARRIED

- 822 Albanese-Wiedenhoef: THAT the delegation request received October 25, 2021 from Gord McCabe and Joan Foley, Best for Kitty Cat Rescue be referred to Planning and Development Executive Committee for recommendation

CARRIED

- 823 Hallikas - Behan THAT the report dated November 16, 2021 from By-Law Enforcement Officer re: Extension of Letter of Understanding with the Township of Alberton regarding Dog By-Law Enforcement Services be approved to agree with the recommendation and direct that a By-Law be prepared for the purpose of executing the signing of a letter of understanding by the Mayor and the Clerk

CARRIED

- 824 Wiedenhoef - Behan THAT with respect to the Fort Frances International Falls Bridge, Council directs Administration to prepare a response with the input from the Economic Development Executive Committee to a letter dated November 16, 2021 submitted by Tamara Rudge, Director General to Transport Canada

CARRIED

- 825 Hallikas - Judson THAT Council officially receive a notice of intent that the Integrity Commissioner for the Town of Fort Frances has completed an inquiry and that a Report overview will be provided at the December 13, 2021 Committee of the Whole Meeting.

6. By-Laws:

- 6.1 By-Law 62/21 being a by law to delegate authority to the municipal Treasurer to authorize the execution of tax arrears extension agreements for Residential properties pursuant to Section 378 of the Municipal Act, 2001).
- 6.2 By-Law 63/21, being a by law to authorize the use of Telephone and Internet Voting as an Alternative Voting Method for the 2022 Municipal and School Board Elections for the Town of Fort Frances
- 826 Behan - Wiedenhoeft THAT the following by-laws be introduced and read, and finally passed, signed by the Mayor and Clerk, sealed with the Corporate Seal and become law forthwith:
- 62/21 being a by law to delegate authority to the municipal Treasurer to authorize the execution of tax arrears extension agreements for Residential properties pursuant to Section 378 of the Municipal Act, 2001).
 - 63/21 being a by law to authorize the use of Telephone and Internet Voting as an Alternative Voting Method for the 2022 Municipal and School Board Elections for the Town of Fort Frances

CARRIED

7. Information Correspondence:

The following two items were presented as information

- 7.1 CORR: Municipality of Mattice-Val Cote re: Property Assessment
- 7.2 CORR: Corporation of the Town of LaSalle: Covid-19 Testing Requirement at Land Border

8. Minutes of Local Boards / Committees:

The following four items were presented as information

- 8.1 Planning & Development Executive Committee - September 7, 2021 Minutes
- 8.2 Community Services Executive Committee - November 1, 2021 Minutes
- 8.3 Administration & Finance Executive Committee - November 2, 2021 Minutes
- 8.4 Operations and Facilities Executive Committee - November 3, 2021 Minutes

9. In-Camera: - 6:31 p.m.to 8:18 p.m.

- 9.1 The following staff members were present:
F. Anwar, CAO; A. Bisson, Recreation & Culture Manager; K. Haney, Deputy Clerk and G. Lecuyer, Municipal Clerk Personal matters about an identifiable individual, including municipal or local board employees; Personnel Matter A confidential report was received by the Manager of Recreation and Culture relating to the subject matter. Council was provided an opportunity for clarification. Council provided direction. A motion for Council consideration will follow the closed session.
- 9.2 The following staff members were present:
F. Anwar, CAO; Travis Rob, Operations and Facilities Manager, Cody Vangel CBO/Municipal Planner, K. Haney, Deputy Clerk and G. Lecuyer, Municipal Clerk also present, Consultant: Tannis Drysdale.

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A proposed or pending acquisition or disposition of land by the municipality or local board; Industrial Land Sale. A confidential report was received by Tannis Drysdale RRFDC, Economic Development Consultant relating to the subject matter. Council was provided an opportunity for clarification. Council provided direction. A motion for Council consideration will follow the closed session.

- 9.3 The following staff members were present:
F. Anwar, CAO; K. Haney, Deputy Clerk and G. Lecuyer, Municipal Clerk and also present Consultant: Tannis Drysdale. A proposed or pending acquisition or disposition of land by the municipality or local board; Land Sale Verbal Update.
A verbal update was received by Tannis Drysdale RRFDC, Economic Development Consultant relating to the subject matter. Council was provided an opportunity for clarification.

- 9.4 The following staff members were present: F. Anwar, CAO; K. Haney, Deputy Clerk and G. Lecuyer, Municipal Clerk.
A proposed or pending acquisition or disposition of land by the municipality or local board; Land Purchase. A confidential report was received by Councillor McTaggart, relating to the subject matter. Council was provided an opportunity for clarification. Council provided direction. A motion for Council consideration will follow the closed session.

- 9.5 The following staff members were present: F. Anwar, CAO; K. Haney, Deputy Clerk and G. Lecuyer, Municipal Clerk
Also present: Jerome Morse, Paul Brunetta and Clare Brunetta
Advice that is subject to solicitor-client privilege, including communications necessary for that purpose, proposed or pending acquisition or disposition of land by the municipality or local board, litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board: Land Related Matter
A confidential report was received by the Solicitors where a verbal presentation was also provided relating to the subject matter. Council was provided an opportunity for questions and or clarification. Council provided direction. A motion for Council consideration will follow the closed session.

10. Public Session Resumes: 8:18 p.m.

11. Resolutions Required as a result of In-Camera discussions:

- 11.1 The following resolution derived from the in-camera discussion

- 828 Behan - Hallikas THAT the report dated November 15, 2021 from the Manager of Recreation and Culture (Item 9.1) re: Personal Matter be approved to agree with the recommendation of the Recreation and Culture Manager to elect the following individual to the Fort Frances Library and Technology Centre board: Janet Lambert

A recorded vote was requested by Councillor Judson.

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL	X			

CARRIED

829 Hallikas - Judson THAT the report dated September 29, 2021 from Tannis Drysdale, RRFDC, Economic Development Consultant (Item 9.2) regarding Industrial Land Sale be received and that the Administration be directed to proceed per the recommendation within the report.

CARRIED

830 Behan - McTaggart THAT the report dated November 12, 2021 from Councillor McTaggart re: Land Purchase (Item 9.4) be received AND THAT Council refer the item to the Planning and Development Executive Committee

CARRIED

831 Brunetta - Hallikas THAT Council receive the information listed on agenda item 9.5 of the Closed Session
AND THAT Council directs Administration to proceed with option number two.

A recorded vote was requested by Councillor Judson.

NAME	YEA	NAY	DISLCLOSURE OF INTEREST	ABSENT
M. BEHAN	X			
W. BRUNETTA	X			
J. MCTAGGART	X			
A. HALLIKAS	X			
D. JUDSON		X		
R. WIEDENHOEFT	X			
J. CAUL	X			

CARRIED

12. ADJOURNMENT

12.1 The meeting adjourned at 8:23 p.m.

832 Wiedenhoeft - Judson THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

13. * Previously distributed to Council

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

J. Caul, Mayor

G. Lecuyer, Municipal Clerk

TOWN OF FORT FRANCESSESSION NO. #86REPORTCOMMITTEE OF THE
WHOLENovember 22, 2021

A meeting of the Committee of the Whole of Council was held virtually and in the Committee Room, on November 22, 2021 from 5:30 p.m. to 6:08 p.m.

PRESENT: Chairperson, D. Judson, Councillors: J. McTaggart, Councillors A. Hallikas, M. Behan, W. Brunetta, and R. Wiedenhoeft, Mayor J. Caul

ALSO PRESENT: F. Anwar, CAO, Gabrielle Lecuyer, Municipal Clerk, Karyn Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, C. Vangel, CBO & Municipal Planner, A. Bisson, Recreation & Culture Manager, Alysha Hansma, HR Manager, Jeremy Hughes, IT Manager, Tyler Moffit, Fire Chief

1. Call to Order @ 5:30 p.m. / Roll Call

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

3. Delegations/Deputations:

3.1 357-358 Application 1336 Colonization Road West

- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to process the adjustment for 2021 taxes under Section 357/358 of the Municipal Act for property located at 1336 Colonization Road West resulting from the commercial portion of the property being removed as they no longer have a business there.

The Chair opened the floor to the applicant, the applicant was not in attendance. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

3.2 Best for Kitty - Gord McCabe, Joan Foley

- to be referred to Planning and Development Executive Committee for a recommendation

The matter will be considered later on the Regular Council Meeting agenda this evening.

4. Council Reports on Board & Committee Activity:

4.1 Mayor Caul - Verbal Update (Added) reported on her attendance at the Remembrance Day service, the launch kettle campaign, Louis Riel day, Rainy Crest Christmas choir, workshop to empower indigenous woman. Reminder of the upcoming Christmas parade this Saturday.

Councillor McTaggart - Verbal Update No update this evening.

Councillor Judson - Verbal Update on the Future of International Bridge, the proposed Splash pad Water Park.

Councillor Wiedenhoeft - Verbal Update relating to the Citizen of the Year.

5. Consent Agenda:

5.1 Councillor McTaggart pulls 5.2 and 5.6

Planning and Development Draft User Fees 2022

Page 2 of 4

- approval of this report will agree with the recommendation of the Planning and Development Executive Committee to approve the proposed 2022 Planning and Development division user fees as presented.

- 199 Brunetta - Behan THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # 5.1, ~~5.2~~, 5.3, 5.4, 5.5, ~~5.6~~, 5.7, 5.8, 5.9, 5.10

CARRIED

5.2 Community Service Draft User Fee 2022

- approval of this report will agree with the recommendation of the Community Services Executive Committee to endorse in principle the attached 2022 user fee schedule as amended, and to extend the removal of non-resident user fees until such time that an analysis of the non-user fee removal can be performed

This item was pulled by Councillor McTaggart. A discussion took place.

5.3 Transfer Payment Agreement with Norther Ontario Heritage Fund Corporation - Community Enhancement Program (Rural Enhancement Stream) Funding

- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that The Town of Fort Frances enter into a Transfer Payment Agreement with the Northern Ontario Heritage Fund Corporation under the Community Enhancement Program (Rural Enhancement Stream) and that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

5.4 Administration & Finance Draft User Fees 2022

- approval of this report will agree with the Administration & Finance Executive Committee recommendation that the Administration & Finance 2022 user fees be approved.

5.5 Letter from Riverside Health Care Re: Meals on Wheels

-approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve a Grant in the amount of \$6,064.97 for the 2021 year to Riverside Health Care Facilities for the Meals on Wheels program. Further the Memberships and Grants Policy

1.16 will be sent to Riverside Health Care Facilities, so they are fully aware of the requirements if they are to receive or request the Grant in the future.

5.6 2022 Emergency Services User Fees & Charges

-approval of this will agree to the recommendation of the Administration & Finance Executive Committee to approve this report as presented and bring forward the resolution to approve the proposed 2022 user fees and charges for the Emergency Services.

This item was pulled by Councillor McTaggart. A discussion took place

5.7 Contribution Agreement with Northern Ontario Heritage Fund for Airport Improvements

-approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with Northern Ontario Heritage Fund Corporation for funding relating to projects at the Fort Frances Airport and that an authorizing by-law be prepared to authorizing the agreement be signed by the Mayor and Clerk

5.8 October 2021 Drinking Water Systems Monthly Summary Report

- approval of this report will accept the October 2021 report prior to it being made available to the general public

5.9 2022 Operations and Facilities Division User Fees & Charges

Page 3 of 4

-approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that Council endorses the 2022 proposed user fees and charges for the Operations & Facilities Division in principle with an increase of 4% with a few exceptions where the rate increase is other than 4% as outlined on the attached spreadsheets and that a by-law be prepared prior to January 1st, 2022. That Council endorses the proposed Cemetery Price List as outlined on the attached spreadsheet in principle with an increase of 4% and that it will go into effect on January 1st, 2022.

5.10 Establishing 2022 Water and Sewer Rates

- approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to adopt Scenario 3 on Spreadsheet Number 1 as the water and sewer rates for 2022 as further outlined in the report.

6. Planning and Development Division:

6.1 Extension of Letter of Understanding with the Township of Alberton regarding Dog By-Law Enforcement Services

-approval of this report will agree with the recommendation and direct that a By-Law be prepared for the purpose of executing the signing of a letter of understanding by the Mayor and the Clerk

7. Economic Development Division:

7.1 International Falls Bridge

- that Council directs Administration to prepare a response with the input from the Economic Development Executive Committee to a letter dated November 16, 2021 submitted by Tamara Rudge, Director General of Transport Canada

The matter will be brought forward during the Regular Council meeting this evening for Council consideration.

8. Information:

The following eight items were presented as information

8.1 Notice of Intent from the Integrity Commissioner

- The Integrity Commissioner for the Town of Fort Frances has provided notice that an Inquiry has been completed and that a Report overview will be provided at the December 13, 2021 Committee of the Whole Meeting. The matter will be brought forward during the Regular Council meeting this evening for Council consideration to receive the official notice.

8.2 September activities for By-Law Enforcement

8.3 October 2021 Building Statistics

8.4 Fort Frances Wastewater Treatment Facility October 2021 Monthly Report

8.5 Operations and Facilities Division - Environmental Area- Operations Statistics - Oct 2021

8.6 Environmental Stats

8.7 Sewer and Water Data for 2021

8.8 Airport Statistics

9. ADJOURNMENT

9.1 The meeting adjourned at 6:08 p.m.

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200 Hallikas - Wiedenhoeft THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

Doug Judson, Chairperson

G. Lecuyer, Municipal Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. XX / 21

(Being a by-law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510005 (Airport)

WHEREAS Section 22 of the *Municipal Act, 2001, c. 25* as amended, authorizes Councils of local municipalities to pass by-laws to enter into agreements with the Province of Ontario, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS on November 22, 2021 Council received a report from the Manager of Operations and Facilities, to enter into an agreement NOHFC for Airport related projects based on the recommendation of the Operations and Facilities Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a funding agreement with NOHFC

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

1. THAT the Mayor and the Clerk be authorized on behalf of the Municipality, to execute, and to affix the Corporate Seal of the Municipality, as per Schedule “A” attached and forming part of this by-law.
2. THAT this by-law shall come into force and take effect on the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer, Clerk

THE AGREEMENT made

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

(**"NOHFC"**)

- and -

CORPORATION OF THE TOWN OF FORT FRANCES

a municipality under the laws of Ontario

(the **"Recipient"**)

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) "include", "includes" and "including" shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 **Definitions.** In the Agreement the following terms shall have the following meanings:

“Agreement” means this agreement for Project number 7510005 entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

“Business Day” means a day other than a Saturday, Sunday, or any statutory holiday in the Province of Ontario.

“Conflict of Interest” has the meaning ascribed to it in section 7.2.

“Effective Date” is the date the Agreement is signed by NOHFC.

“Eligible Project Costs” means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between March 9, 2021 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

“Event of Default” has the meaning ascribed to it in section 14.1.

“Excess Funds Amount” means the excess, if any, of X – Y where
 “X” is the amount of Funds provided to the Recipient under the Agreement; and
 “Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money NOHFC provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

“Ineligible Project Costs” means all Project costs that are not Eligible Project Costs.

“Maximum Funds” means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) \$148,500.

“NOHFC Claim Schedule” means the NOHFC claim schedule set out in Schedule “C”.

“Northern Ontario” means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

“Notice” means any communication given or required to be given under the Agreement.

“Party” means either NOHFC or the Recipient and **“Parties”** means NOHFC and the Recipient.

“Project” means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

“Project Budget” means the budget for the Project set out in Schedule “B”.

“Project Costs Chart” means the chart of Project costs set out in Schedule “B”.

“Project Funding Chart” means the chart of Project funding set out in Schedule “B”.

“Project Percentage” means 75%.

“Project Plan” means the chart setting out milestones/activities and timelines for the Project and the Project completion date, in each case as set forth in Schedule “C”.

“Quarter” or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

“Reports” means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

“Request for Funds” means the form set out in Schedule “D” of the Agreement.

“Wind Down Costs” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

2.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (b) establish decision-making mechanisms;
- (c) provide for the prudent and effective management of the Funds;
- (d) establish procedures to enable the successful completion of the Project;
- (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
- (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting documentation. Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire after the occurrence of all of the following unless terminated earlier pursuant to Article 13 or Article 14:

- (a) the completion of the Project in accordance with the terms and conditions of the Agreement; and
- (b) the receipt by NOHFC of all Reports required under this Agreement satisfactory to NOHFC.

3.2 Project and use of Funds. The Recipient shall:

- (a) carry out the Project;
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and other orders, rules, by-laws, and industry standards applicable to any aspect of the Project;
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.

**ARTICLE 4
CHANGES**

4.1 No changes. The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient;
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 Notification. The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget; and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

**ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

5.1 Obligation to fund.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 **Payment of Funds.**

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
 - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
 - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
 - (i) a completed Request for Funds; and
 - (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3. **Limitations on funding.**

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
 - (i) vary the amount of Eligible Project Costs that it reimburses; and
 - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
 - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000;
 - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
 - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule “F” and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

- (d) NOHFC shall hold back 10% of \$148,500, to be released only after all of the following have occurred:
 - (i) completion of the Project in accordance with the Agreement;
 - (ii) receipt by NOHFC of all Reports required under the Agreement; and
 - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient’s spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. Conditions of funding. NOHFC’s obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC’s satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;

- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project; and
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer.

ARTICLE 6

ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES

- 6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than \$25,000 a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Movement and Disposal of assets.** The Recipient shall not, without NOHFC's prior written consent and subject to the following Section 6.3, during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C", sell, lease or otherwise dispose of, or store or move to any location outside of Northern Ontario, any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, the Recipient shall own or lease all buildings, facilities or land purchased, constructed or improved with the Funds during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C". This obligation shall survive the expiry or termination of the Agreement.

ARTICLE 7

CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of Interest includes.** For the purposes of this Agreement, a Conflict of Interest includes:

- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
- (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 Disclosure to NOHFC. The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of such disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

8.1 Preparation and submission. The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

8.2 Record maintenance. The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 Inspection. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
 - (b) Eligible Project Costs incurred by the Recipient to date;
 - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
 - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

ARTICLE 12 INSURANCE

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence. The policy shall include the following:
- (i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) a 30 day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
 - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
 - (c) may determine the Recipient's reasonable Wind Down Costs, and either:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
 - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
 - (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
 - (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
 - (i) carry out and complete the Project by the Project completion date specified in Schedule "C";
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or

- (iv) provide Reports;
- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors is instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further payment of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

- 14.3 **Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:
- (a) of the particulars of the Event of Default; and
 - (b) of the period of time within which the Recipient is required to remedy the Event of Default.
- 14.4 **Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:
- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
 - (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,
- NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).
- 14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15

PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws and Standards.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers, if any, at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17 REPAYMENT AND SET OFF

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in writing and delivered.** Notice shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or email, and shall be addressed to the Parties respectively as follows, or as either Party later designates to the other by Notice.

To NOHFC:

Northern Ontario Heritage Fund
Corporation
70 Foster Drive, Suite 200

To the Recipient:

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

Sault Ste. Marie, Ontario P6A 6V8

Attention: Travis Rob, Manager of
Operations and Facilities

Attention: Executive Director

Fax: N/A

Fax: 705-945-6701

Email: trob@fortfrances.ca

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

- 18.2 **Notice given.** Any Notice given by personal delivery, registered mail or courier shall be deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first Business Day thereafter. Any Notice given by fax or email on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following sending.
- 18.3 **Postal disruption.** Despite section 18.2, following the occurrence and during the continuation of a postal disruption,
- (a) Notice by registered mail shall not be deemed to be given or received; and
 - (b) the Party giving Notice shall give Notice by email, personal delivery, courier, or fax.

ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26 SCHEDULES

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports; and
- (f) Schedule F – Change Request Form.

ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

- 27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

- 27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule “F” and submit it to NOHFC. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

ARTICLE 28 BPSAA

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 29.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with NOHFC;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

ARTICLE 30 SIGNATURE

- 30.1 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words “execution,” “signed,” “signature,” and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

**ARTICLE 31
TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

The Parties have executed the Agreement on the dates set out below.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

John Guerard
Executive Director (A)

Date

CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Position:

Date

Name:
Position:

Date

I/We have authority to bind the Recipient.

SCHEDULE “A”***PROJECT DESCRIPTION*****1. Project summary**

The Recipient will cause the renovation of its municipal airport infrastructure, including:

- Replacement of the terminal roof;
- Replacement of 2 fuel oil furnaces with propane furnaces;
- Replacement of runway end indication lighting foundations;
- Replacement of terminal flooring; and
- Addition of a paved apron access with automatic gate for access by land ambulances to aircraft for medivac services.

2. Project purpose

The renovations will allow the Recipient's airport to maintain or improve its services, including Medivac, and operate with increased capacity and efficiency.

3. Project location

Fort Frances, ON

SCHEDULE “B”
PROJECT BUDGET

1. Project Costs Chart

<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total cost</i>
Construction / Renovation	\$198,000	\$0	\$198,000
TOTAL	\$198,000	\$0	\$198,000

2. Project Funding Chart

<i>Funding sources</i>	<i>Financing type</i>	<i>Project cost category</i>	<i>Eligible Project Costs</i>	<i>Ineligible Project Costs</i>	<i>Total funding</i>
NOHFC	Conditional contribution	Eligible Project Costs	\$148,500	\$0	\$148,500
Recipient	Own Resources	All Costs	\$49,500	\$0	\$49,500
TOTAL			\$198,000	\$0	\$198,000
NOHFC % of total Eligible Project Costs			75%		

SCHEDULE “C”**PROJECT PLAN AND NOHFC CLAIM SCHEDULE**

(To be completed by the Recipient)

1. Project Plan

Project milestones	Timing	
	Start (month/ year)	End (month/ year)

2. NOHFC Claim Schedule

	Funding Year 1 (ending Mar 31/20__)				Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Eligible Project Costs									
NOHFC claim									

3. Project completion date: _____

SCHEDULE "D"**REQUEST FOR FUNDS FORM****Claim Number:****1. Project Progress**

Project milestones	% Complete	Comments
TOTAL		

2. Is this the Recipient's final request for Funds for the Project?☐

No

☐

Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)**REQUEST FOR FUNDS FORM****4. Eligible Project Costs - Claim status**

Please complete this table below in conjunction with the tables in section 5 of this form.
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	Total Eligible Project Cost amount	Total Eligible Project Costs of all claims submitted to date (not including this request)	Eligible Project Costs this request	Balance of Eligible Project Costs remaining (after this request)	Table no. if applicable (from section 5 of this form)
Construction / Renovation	\$198,000				
TOTAL	\$198,000				
NOHFC Funds (75%)					

Total Eligible Project Costs this request: \$ _____ (A)

NOHFC % of Eligible Project Costs 75% (B)

Current Payment Request: \$ _____ (C)
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE “D” (CONT’D)**REQUEST FOR FUNDS FORM****5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE “D” (CONT’D)
REQUEST FOR FUNDS FORM

6. Certification

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient’s obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE “E”***REPORTS*****REPORTS SCHEDULE**

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule “E”
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule “E”

SCHEDULE “E” (CONT'D)**REPORTS****FORM OF ANNUAL REPORT**

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE “E” (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "F"**CHANGE REQUEST FORM****Please complete all appropriate sections (to be completed by Recipient)****1. ☐ Amendment to NOHFC Claim Schedule***(For a requested amendment of \$100,000 or more in any Quarter)*

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

	Funding Year 2 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ Changes in Project Plan*(Complete where the Project milestones or their timing change)*

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		Timing			
		Start (month/ year)		End (month/ year)	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE “F” (CONT'D)**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

3. ☐ Amendment to Project completion date

(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to the Project completion date:

4. ☐ Transfer of costs between Project Cost Categories

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	Total Project Costs	
	PREV.	NEW
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)**CHANGE REQUEST FORM****5. ☐ Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Print Name:

Position:

I have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: _____

Name:

Position:

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO.XX/21

(BEING A BY-LAW to authorize the execution of an Agreement between The Corporation of The County of Wellington and the Corporation of the Town of Fort Frances re: My Story, My Tattoo).

WHEREAS *the Municipal Act, 2001, c. 25 as amended, Section 9*, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS *Section 10 (1) of the Municipal Act, 2001, c. 25 as amended*, authorizes a single-tier municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS on October 25, 2021 Council received a report from the Manager of Recreation and Culture, to enter into an agreement with The Corporation of The County of Wellington based on the recommendation of the Community Services Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with The County of Wellington for the exhibit of My Story, My Tattoo.

NOW THEREFORE be it resolved that council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. THAT the Mayor and the Clerk be authorized on behalf of the Town, to execute, and to affix the Corporate Seal of the Town, as per Schedule “A” attached to and forming part of this By-Law
2. THAT this By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 13th day of December 2021.

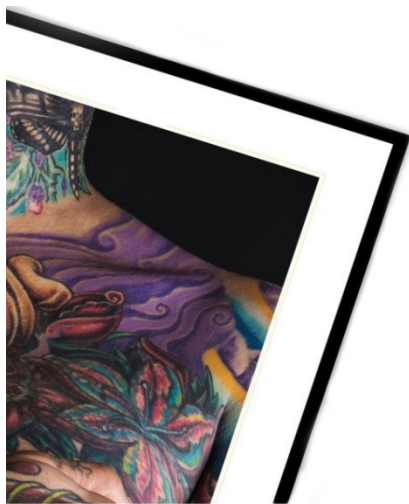
J. Caul, Mayor

G. Lecuyer Clerk



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Exhibit Concept

Tattoos are living images that reveal important stories about our residents, our community and the tattoo phenomenon. **My Story, My Tattoo** features 31 photographs and stories of people and their amazing tattoos. The exhibit includes four audio stations (with eight audio interviews), six videos and 29 text panels.

Participants represent every walk of life – everyone from a cancer survivor to teachers and their students, a firefighter and a farmer. The participants range in age from 26 to 89 years and live throughout Wellington County.

All of the individuals were open and honest, and their stories and personalities are represented through this series of thought-provoking and colourful images. **Chris Piccinetti**, a Guelph photographer and graphic designer for the County of Wellington, photographed these inspiring images.

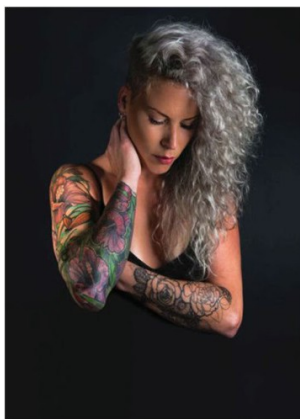
For specific booking information, please contact

Amy Dunlop, Curatorial Assistant

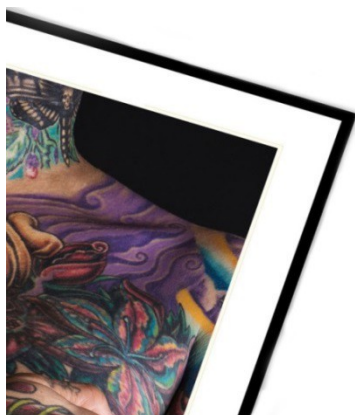
519.846.0916 x 5232

1.800.663.0750

amyd@wellington.ca.



Wellington County Museum and Archives
T 519.846.0916 X 5232 | T 1.800.663.0750 X 5232
www.wellington.ca/Museum



My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Exhibit Essentials

Size: 150 to 200 running feet of wall space will accommodate full exhibit (smaller pieces can be double-hung)

- 31 framed photographs (15 @ 34 x 42", 10 @ 22 x 27", and 6 @ 18 x 22")
- Video Content (6 videos in mp4 format) *flat screen not included
- Audio Content (8 audio files in mp3 format) *4 free-standing audio stations included (power outlet needed)
- Text panels (29 labels)
- Portable display title panel *not suitable for outdoor display
- Package (pdf) – instructions, condition reports, media release template and graphics to use

Language: All text is in English; host venue may provide translation if desired.

Exhibit Duration: Minimum time – 3 months

Booking Fee: \$1,000 (plus taxes, incoming shipping charges and fuel surcharge)

- \$300 per month for each additional month (plus applicable taxes)
- \$80 per week for each additional week (plus applicable taxes)

Shipping Essentials:

Four wooden crates (with a dolly)

- ☐ (H) 46" x (W) 54" x (D) 22" (Large framed photographs 1 to 8 – 34 x 42")
- ☐ (H) 42" x (W) 60" x (D) 15" (Large framed photographs 9 to 16 – 34 x 42")
- ☐ (H) 33" x (W) 46" x (D) 20" (6 framed photographs - 18 x 22", 10 framed photographs – 22 x 27")
- ☐ (H) 15" x (W) 37.5" x (D) 50" (audio stations, media player, labels)

Insurance Value:

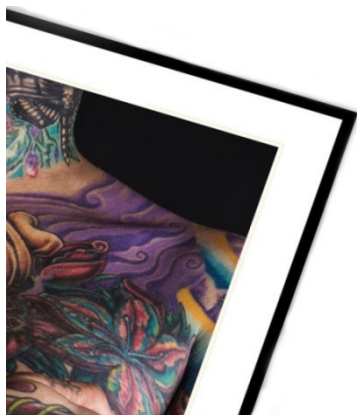
\$20,000



ALTERNATE FORMATS AVAILABLE UPON REQUEST



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My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

Insurance Values

Item	Qty.	Description	Each	Totals
1	15	32 x 40 print plus frame	\$530	\$7,950
2	10	20 x 25 print plus frame	\$430	\$4,300
3	6	20 x 26 print plus frame	\$350	\$2,100
4	4	Audio units, stands	\$250	\$1,000
5	1	Video media player, button switches, enclosure, cable	\$430	\$430
6	4	Wooden crates and packing material	\$740	\$2,960
7	1	Acrylic cleaner, microfiber cloth, binder, moving dolly etc.	\$175	\$175
8	1	pop-up banner stand	\$285	\$285
9	30	wall labels, printed, laminated and mounted	\$9	\$270
TOTAL INSURANCE VALUE:				\$19,470



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My Story, My Tattoo – Travelling Exhibit Agreement

THIS AGREEMENT is dated the _____ day of _____, 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter referred to as the "Borrower")

OF THE SECOND PART

WHEREAS:

1. **My Story, My Tattoo** is an exhibit owned, designed, developed and produced by the **County** ("the Exhibit").
2. The **County** and the **Borrower** wish to enter into an agreement for the hire of the Exhibit for a period from **May 4 to July 6, 2022** ("the Exhibit Duration").
3. The Exhibit is owned by and has been designed, developed and produced by the County. It contains objects from the **County's** collection.
4. The **County** intends to grant the **Borrower** the right to display the Exhibit in accordance with the terms set out in this Agreement.
5. The Exhibit will be displayed at **Fort Frances Museum & Cultural Centre**/ 259 Scott Street, Fort Frances, ON P9A 1G8 ("the Venue").
6. The Exhibit will be displayed at the Venue according to any specifications supplied in advance by the **County**. Any proposed change in the Exhibit title, Exhibit content, Venue or Exhibit Duration must be approved in writing by the **County** prior to the Exhibit delivery date. Any other changes to this Agreement must be made in writing and signed on behalf of each Party (or their agents).



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My Story, My Tattoo – Travelling Exhibit Agreement

NOW THEREFORE, in consideration of the premises and mutual agreements contained in this Agreement and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

1. LOAN

- 1.1. In consideration of the mutual undertakings contained herein and of the fees and costs payable hereunder, the **County** shall lend and the **Borrower** shall accept on loan the Exhibit upon the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations.
- 1.2. The Exhibit shall only be shown to the public at the Venue during the Exhibit Duration.

2. FEES AND PAYMENT

- 2.1 The **Borrower** shall pay the **County** a rental fee **(\$690.90) plus HST** ("Rental Fee"), according to the payment schedule set out below:
- 2.2 The **Borrower** agrees to pay a **25% deposit of the Rental Fee (\$172.50) plus HST** to confirm their booking of the Exhibit to be paid 30 days after the signing this Agreement. The deposit is deductible from the Rental Fee and the remaining balance must be **paid by the day the Exhibit leaves the Borrower**. The deposit is non-refundable.
- 2.3 The **County** will not be responsible for expenses incurred by the **Borrower** in fulfilling the terms of this Agreement. The **Borrower** shall be responsible for bearing all costs incurred by the **County** or any third party engaged by the **Borrower** to enable the **Borrower** to comply with the **Borrower's** obligations under this Agreement.

3. OWNERSHIP, RIGHTS AND APPROVALS

- 3.1 All Intellectual Property Rights residing in the Exhibit shall at all times remain vested in the **County**.
- 3.2 The **Borrower** shall use the Exhibit only as specified in this Agreement.
- 3.3 The **County** hereby grants to the **Borrower** a non-exclusive licence to use the Exhibit during the Exhibit Duration for the purpose of hosting, publicising and promoting the Exhibit including digital 360° tours and media interviews showing the Exhibit provided that any such use is compliant with this Agreement
- 3.4 The **Borrower** shall not make additions to, deletions from, copies of, recordings of or alterations to any of the Exhibit without the express prior written consent of the **County**.



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My Story, My Tattoo – Travelling Exhibit Agreement

4. GENERAL

- 4.1 The **Borrower** agrees to present this Exhibit in accordance with the terms outlined in this Agreement.
- 4.2 The **Borrower** confirms that the information contained in their Standard Facility Report on file with the **County** is current and accurate.
- 4.3 The **Borrower** will at all times protect and care for the Exhibit to recognized professional standards.
- 4.4 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.
- 4.5 Within 30 (thirty) days of the Exhibit's closing date, the **Borrower** will complete and return to the **County Outgoing Condition Report** and **Summary Report set out in the Manual referred to below** as well as digital copies of photographs of the Exhibit, and all paid and unpaid **publicity and promotional material** gathered by the **Borrower**.

5. CARE AND HANDLING OF THE EXHIBIT

- 5.1 The **Borrower** agrees to follow all specific written instructions for handling, packing, crating and shipping the Exhibit, as specified by the **County** in the Wellington **County** Museum and Archives' My Story, My Tattoo Travelling Exhibit Manual, ("the Manual").
- 5.2 The **Borrower** shall ensure that any storage of the Exhibit while in its possession is in an area free of pests, preferably designated for the storage of art or artifacts.
- 5.3 All Exhibit components shall remain in the same condition in which they were received by the **Borrower**. Repair of any kind may **NOT** be carried out without permission from the **County**.
- 5.4 Damage, whether sustained in transit or on the **Borrower's** premises, and regardless of who may be responsible, must be reported immediately to the **County**.
- 5.5 Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment.
- 5.6 The **Borrower** should preserve, and if possible document with photographs, the damaged Exhibit components.
- 5.7 The **Borrower** will check the contents of the Exhibit against the **Crate List** accompanying the Exhibit, and immediately report any discrepancies to the **County**.



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My Story, My Tattoo – Travelling Exhibit Agreement

- 5.8 The **Borrower** will complete the **Incoming Condition Report** as set out in the Manual within three days after uncrating, and the **Outgoing Condition Report** as set out in the Manual immediately prior to the Exhibit being re-crated for transport. The **County** will be notified of any change to the condition of the Exhibit while in the custody of the **Borrower**.

6. DISPLAY OF THE EXHIBIT

- 6.1 The **Borrower** shall ensure that the Exhibit is shown in a professional manner. The **Borrower** agrees that the Exhibit may only be shown at the Venue.
- 6.2 Text panels and the title panel will be provided to the **Borrower** and may not be revised, added to or deleted without approval of the **County**. If the label needs to be replaced contact the **County** staff who will replace it.
- 6.3 The **Borrower** will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking or smoking.

7. SHIPPING

- 7.1 The **Borrower** will be responsible for the full cost of shipping the Exhibit, including any fuel surcharges that may apply, **to and from their location**. In case of back-to-back bookings, between rentals, where the Exhibit does not return to the **County**, the shipping charges may be adjusted.
- 7.2 The **County** will make arrangements for shipping **in consultation** with the **Borrower**. No changes in shipping arrangements will be made by the **Borrower**.

8. INSURANCE

- 8.1 The **Borrower** is responsible for the Exhibit while in their custody. The **Borrower** will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract. A **certificate of insurance for the value** of the Exhibit will be issued by the **Borrower** to the **County**.
- 8.2 The **Borrower** will insure the Exhibit for the full value of **\$19,470** from the date the Exhibit is sent and arrives to the **Borrower** until the date it leaves the Venue under an all-risk, wall-to-wall and door-to-door policy. If the Borrower has an **on premise** policy only, the Exhibit is covered for the full value of \$19,470 from the date the Exhibit is on the Venue until the date it leaves.



My Story, My Tattoo – Travelling Exhibit Agreement

- 8.3 Sixty days prior to receiving the Exhibit, the **Borrower** shall provide the **County** with a Certificate of Insurance from its insurer stating that:
- 8.3.1 The required insurance is in effect;
 - 8.3.2 The contractual or assumed liability under the agreement is covered;
 - 8.3.3 The **County** has been named as an additional insured and shall contain a waiver of subrogation in favour of the **County**;
 - 8.3.4 The Cross Liability Clause will apply;
 - 8.3.5 The **County** will be given at least sixty (60) days prior written notice of any policy cancellation or of any change in the limit or type of insurance specified; and,
 - 8.3.6 In the event that a claim is made under the policy, the **Borrower** is responsible for paying the deductible.

9. SECURITY SYSTEMS AND PROCEDURES

- 9.1 The **Borrower** will ensure the security systems and procedures described in the Standard Facility Report are in effect while the Exhibit is in their custody.

10. PUBLICITY AND REPRODUCTION RIGHTS

- 10.1 All publicity and promotional materials must give credit to Wellington County Museum and Archives (WCMA).
- 10.2 The **County** will provide publicity and promotional material (such as posters, images and WCMA's logo) to the **Borrower** upon signature of this Agreement or within four months prior to the Exhibit opening.
- 10.3 Should the **Borrower** produce any **advertising, publicity and promotional material** for the Exhibit (such as printed materials, invitations, media releases, PSA's, virtual tours, or web pages), the **Borrower** will provide the **County** with drafts or mock-ups for approval before production. The **County** will respond within four (4) working days, unless agreed otherwise. Approval will not be unduly withheld. Should the **Borrower** mention the Exhibit on its website, it is to provide a link for the online visitor to the WCMA website.
- 10.4 A copy of all publicity and promotional material generated by the **Borrower** will be forwarded to the **County** within 30 days of the closing date of the Exhibit.



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My Story, My Tattoo – Travelling Exhibit Agreement

11. CANCELLATION AND CHANGES

- 11.1 The **County** reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.
- 11.2 In the event of exceptional circumstances beyond the control of the **County**, the **County** reserves the right to cancel the Exhibit tour at any time without penalty. It is understood and agreed that there shall be no claim for damages by the **Borrower**.
- 11.3 If the Exhibit is cancelled by the **Borrower less than five (5) months** prior to the commencement of the Exhibit Duration, and neither the **County** nor the **Borrower** are able to secure a new **Borrower** for the time booked, the **Borrower** must pay the Exhibit rental fee and cover shipping fees of the Exhibit back to the **County**.
- 11.4 In the event that a new **Borrower** can be secured by either party prior to the commencement of the Exhibit Duration, there shall be no penalty imposed on the **Borrower**.
- 11.5 The audio-visual and other support material are important elements to the Exhibit. Should the **Borrower** suffer the loss or damage of any of these components, a replacement fee will be charged to the **Borrower**.

12. COUNTY LIST OF CONTACTS

12.1 Primary Contact:

Amy Dunlop, Curatorial Assistant
 T: 519.846.0916 x 5232
 T: 1.800.663.0750 x 5232
 E: amyd@wellington.ca

12.2 Secondary Contact:

Hailey Johnston Curator
 T: 519.846.0916 x 5226
 T: 1.800.663.0750 x 5226
 E: haileyj@wellington.ca



Wellington County Museum and Archives
 T 519.846.0916 X 5232 | T 1.800.663.0750 X 5232
www.wellington.ca/Museum

My Story, My Tattoo – Travelling Exhibit Agreement

13. BORROWER LIST OF CONTACTS

13.1 Primary Contact

Name, Job Title

Telephone Number

Email

13.2 Secondary Contact

Name, Job Title

Telephone Number

Email

14. INDEMNIFICATION BY THE BORROWER

- 14.1 The **Borrower** agrees to indemnify and hold the **County** harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees, which the **County** may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding (collectively, a "Claim") that may be made or asserted against or affect the **County**.

15. NOTICES

- 15.1 Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender:



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My Story, My Tattoo – Travelling Exhibit Agreement

15.1.1 In the case of a notice to the **Borrower** at:

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

15.1.2 In the case of a notice to the **County** at:

The Corporation of the County of Wellington
74 Woolwich Street
Guelph ON, N1H 3W6

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by tele copier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, tele copier or other form of electronic communication is interrupted by strike, slowdown, *force majeure* or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

16. GENERAL

16.1 EXPENSES

16.1.1 All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

16.2 TIME

16.2.1 Time shall be of the essence of this Agreement.



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My Story, My Tattoo – Travelling Exhibit Agreement

16.3 ASSIGNMENTS/SUCCESSORS AND ASSIGNS

- 16.3.1** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

16.4 NON-AGENCY RELATIONSHIP

- 16.4.1** The **Borrower** and the **County** are independent of one another, and this Agreement does not give either Party the right to bind another to any obligation, or to assume or to incur any obligation on behalf of or in the name of the other. This Agreement shall not be interpreted to make one Party a partner, joint venture, employee, agent or other representative of the other Party for any purpose

16.5 ENTIRE AGREEMENT

- 16.5.1** This Agreement and the documents required to be delivered hereunder, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

16.6 AMENDMENT AND WAIVER

- 16.6.1** This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.



My Story, My Tattoo – Travelling Exhibit Agreement

16.7 SEVERABILITY

- 16.7.1** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

16.8 GOVERNING LAW AND ATTORNMENT

- 16.8.1** This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or relating to this Agreement.

16.9 COUNTERPARTS AND ELECTRONIC EXECUTION

- 16.9.1** This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

IN WITNESS WHEREOF the Parties have duly executed this agreement on the date set out above.

Amy Dunlop

Name: (Witness, County of Wellington)

Name: (Witness, Borrower)



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THE CORPORATION OF THE TOWN OF FORT FRANCES

Name (Signature of Borrower)

Title: _____

I have authority to bind the Corporation

THE CORPORATION OF THE COUNTY OF WELLINGTON



Name: Hailey Johnston

Title: Curator

I have authority to bind the Corporation



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My Story, My Tattoo – Travelling Exhibit Agreement

OVERVIEW OF ESSENTIAL INFORMATION AS NOTED IN EXHIBIT AGREEMENT:

BETWEEN (County):	The Corporation of the County of Wellington 74 Woolwich Street Guelph, ON N1H 3T9
AND: (Borrower)	The Corporation of the Town of Fort Frances _____ (name of borrowing institution/organization – please print) 20 Portage Avenue _____ (street address) Fort Frances, ON, P9A 3P9 _____ (city/town, province, postal code)
EXHIBIT DURATION:	Pick up date from previous site: <u>May 4, 2022</u> Delivery date: <u>May 11, 2022</u> (exact date to be negotiated by shippers) _____ to _____ (Show Opening – dd/mm/yyyy) (Show Closing - dd/mm/yyyy) (Total: _____ months, <u>9</u> weeks) Date the Exhibit will leave the site: <u>July 6, 2022</u>
FEE:	The Confirmation of Exhibit Booking clause herein indicates the rental dates. Any extension to the contract must be negotiated and additional rental fees will be applied. RENTAL FEE: \$779.70 (plus shipping and fuel surcharge) 25% non-refundable deposit is required on booking: \$ 197.93 75% balance owing due by the date the Exhibit leaves site: \$ 584.77



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THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX / 21

(BEING a by-law to impose certain user fees for the Corporation of the Town of Fort Frances)

WHEREAS *Section 391 of the Municipal Act, S.O. 200 I, Chapter 25 as amended*, provides that a municipality may pass by-laws imposing fees or charges on persons for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

AND WHEREAS the *Planning Act, R.S.O. 1990. c. P.13. as amended, Section 69* authorizes the establishment of a tariff of fees for the processing of applications made in respect of planning manners;

AND WHEREAS the *Building Code Act, 1992, S.O. 1992, c. 23, as amended*, provides that a municipality may pass by-laws imposing fees and charges;

AND WHEREAS the *Cemeteries Act (Revised), R.S.O. 1990, c. C.4, as amended*, provides that a municipality may pass by-laws imposing fees and charges;

AND WHEREAS the Council of the Town of Fort Frances deems it necessary and expedient to pass a by-law to establish general fees and charges for the Town of Fort Frances;

AND WHEREAS on November 22nd, 2021, Council received reports in which certain recommendations were made relating to the 2022 rates and users fees

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

1. THAT Town of Fort Frances Schedule of Fees Index and Schedule of Fees attached hereto as Schedule "A" to this By-law be approved.
2. THAT the fees and charges provided in Schedule "A" to this By-Law, as may be amended from time to time, shall prevail over any like fees that may be provided for in any other By-Law enacted by Council for the Town of Fort Frances.
3. THAT this by law shall come into force and take effect on the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer, Clerk

TOWN OF FORT FRANCES
BY-LAW NO. 66/21
2022 SCHEDULE OF FEES

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**TOWN OF FORT FRANCES
BY-LAW NO. 66/21
2022 SCHEDULE OF FEES**

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**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "A"**

2022	
Resident	Non-Resident

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

1.0 Administration and Finance Division

1.1 Licenses - Annual Fees (unless otherwise noted)

1.1.1 Public Halls

1.1.1.1	Public Halls - Limited	43.20	
1.1.1.2	Public Halls - Transfer of License - One Time Fee	21.65	

1.1.2	Taxi Driver	33.65	
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1.1.3	Taxi/Chauffeur Operator's I.D. Card (New or Replacement)	15.35	
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1.1.4 Taxi Owner's License

1.1.4.1	For Each On-Street Taxi-Cab	416.35	
1.1.4.2	For Each Off-Street Taxi-Cab	161.35	
1.1.4.3	For Each Transfer of License - One Time	68.45	

1.1.5	Taxi Owner Business Licence	49.90	
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1.1.6 Limousine Owner's License

1.1.6.1	For Each Vehicle	136.75	
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1.1.8 Business Licenses

1.1.8.1	Adult Live Entertainment Parlours	490.70	
1.1.8.2	Auctioneer	49.90	176.90
1.1.8.3	Billiard Hall or Pool Tables (each Table)	49.90	
1.1.8.4	Bowling Alley (each Lane)	49.90	
1.1.8.5	Community Events	210.50	
1.1.8.6	Eating Establishments		
1.1.8.6.1	Restaurants	49.90	
1.1.8.6.2	Food Shops	49.90	
1.1.8.6.3	Groceries	49.90	
1.1.8.6.4	Bakery	49.90	
1.1.8.6.5	Meat Vendor	49.90	
1.1.8.6.6	Deli	49.90	
1.1.8.7	Hairstyling Shops	49.90	
1.1.8.8	Local Retailers (Retail Sales)	49.90	
1.1.8.9	Hawker & Peddler		
1.1.8.9.1	Hawker & Peddler Class 1 (day sales)	183.60	
1.1.8.9.2	Hawker & Peddler Class 1 - Each Additional Day	83.70	
1.1.8.9.3	Hawker & Peddler Class 2 (seasonal sales)	49.90	176.90
1.1.8.9.4	Hawker & Peddler Class 3 (door to door sales)	63.35	176.90
1.1.8.9.5	Hawker & Peddler Class 4 (door to door sales person)	63.35	176.90
1.1.8.9.6	Hawker & Peddler Class 5 (antique/collectible)	63.35	176.90
1.1.8.9.7	Hawker & Peddler Class 6 (craft shows)	63.35	176.90
1.1.8.9.8	Hawker & Peddler Class 7 (trade shows)	183.60	
1.1.8.9.9	Hawker & Peddler Class 7 - Each Additional Day	83.70	
1.1.8.9.10	Hawker & Peddler Class 8 (flea markets)	49.90	176.90
1.1.8.9.11	Hawker & Peddler Class 9 (general not including above)	49.90	176.90

SCHEDULE "A"

		2022	
		Resident	Non-Resident
1.1.8.10	Motor Vehicle Towing	49.90	176.90
1.1.8.11	Photographer	49.90	176.90
1.1.8.12	Places of Amusement	49.90	
1.1.8.13	Plumbing Contractors & Plumbers	49.90	472.55
1.1.8.14	Public Garage (automotive rental, sales, & service)	49.90	
1.1.8.14.1	Motor Vehicle Service Station	49.90	
1.1.8.14.2	Public Garage (see classes 1 - 7)	49.70	
1.1.8.15	Refreshment Vehicles	63.35	176.90
1.1.8.16	Mobile Food Vending	210.50	
1.1.8.17	Second Hand Dealers or Salvage Yard Operators	49.90	176.90
1.1.8.18	Tattoo Parlour, Body Piercing, Electrolysis	49.90	176.90
1.1.8.19	Laundries and Laundromats	49.90	
1.1.8.20	Newspapers and Magazines	183.60	
1.1.8.21	Old Gold and Silver Dealers	49.90	
1.1.8.22	Trades and Occupations	49.90	472.55
1.1.8.24	Pawnbroker	49.90	
1.1.8.25	Wholesale Fruit, Vegetables, etc.	49.90	197.10
1.1.8.25.1	Ontario Residents	49.90	197.10
1.1.8.26	Professions	49.90	176.90
1.1.8.27	Transient Traders	49.90	699.75
1.1.8.28	Transportation including bussing but excluding taxis	49.90	176.90
1.1.8.29	Hotel/Motel	49.90	
1.1.8.30	Business Licence Transfer Fee	28.50	
1.1.8.31	Show, Carnival, Circus, Etc.		
1.1.8.31.1	One Day or Less	174.50	
1.1.8.31.2	Each Additional Day	79.55	
1.1.8.32	Tobacconist	49.90	

1.2 Lottery Licenses - For Each License Issued

1.2.1	Raffle Prize Value to \$50,000	3% of Prize Value
1.2.2	Bingo Prize Value to \$5,500	3% of Prize Value
1.2.3	Break Open Ticket	3% of Prize Value
1.2.4	Bazaars - per license	5.20
1.2.4.1	Bazaar - up to 3 wheels of fortune	10.40 per wheel
1.2.4.2	Bazaar Bingo Prize Value to \$500	3% of Prize Value
1.2.4.3	Bazaar Raffle Prize Value to \$500	3% of Prize Value

1.3 Other Charges

1.3.1	Tax Certificate - Each One	67.45
1.3.2	Duplicated Receipts - Each One	7.10
1.3.3	History of Account Transactions	-
1.3.4	Dishonoured Cheques - Each	35.35
1.3.5	Photocopies	
1.3.5.1	Letter and Legal Size	0.60
1.3.5.2	11" x 17"	1.20

SCHEDULE "A"

2022		
	Resident	Non-Resident
	6.50	plus HST
	2.65	
	1.20	
	13.05	16.19
	6.50	8.14
	.10/item	
	-	
	32.00	42.00
	32.00	42.00
	140.00	140.00
	368.20	460.25
	429.40	536.80
	429.40	536.80
	601.20	601.20
	59.55	74.45
	Same fee as marriage services above less \$50.00	
	on basis as per Town Travel Policy	
	686.10	
	Actual Costs less Deposit	
	1.00/sq. ft. or as directed by Council	
	36.30	
	61.85	
	274.05	
	274.05	
	136.95	
	208.50	
	136.95	
	136.95	
	136.95	
	136.95	
	274.05	
	208.50	
	136.95	
	274.05	
	Actual Costs	
	Actual Costs	
	Actual Costs	

TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "B"

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

2022

2.1 Emergency Services

2.1.1 Administration (no HST)

2.1.1.1	Copy of Fire Reports	78.65
2.1.1.2	Letter of Compliance or Approval for Properties	78.65
2.1.1.3	File Search, Written Report and Records on Properties	78.65
2.1.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	78.65

2.1.2 Property Inspection Request - by Owner or Business Operator (Plus HST)

2.1.2.1	Private Home Day Care Facilities (5 or less)	77.79
2.1.2.2	Licensed Day Care Centres (more than 5)	101.99
2.1.2.3	Special Care and Group Homes (3 or less)	77.79
2.1.2.4	Special Care and Group Homes (more than 3)	101.99
2.1.2.5	Inspections required by/for LCBO Licensing	139.07
2.1.2.6	Lodging House	77.79
2.1.2.7	Occupancy Load Calculation and Posting	101.99
2.1.2.8	Private Nursing Homes	139.07
2.1.2.9	Fire Inspections of Educational Institutions	N/C
2.1.2.9.1	Base Inspection	139.07
2.1.2.9.2	Each Classroom Additional	5.93
2.1.2.9.3	Portable Classrooms	77.79
2.1.2.10	Assembly Occupancies <60 persons	77.79
2.1.2.11	Assembly Occupancies >61 persons	139.07
2.1.2.12	Industrial/Commercial Single Tenant or Occupancy	139.07
2.1.2.13	Residential/Commercial - Multi Occupancy Complex	139.07
2.1.2.14	Residential/Apartment or Condominium Building	139.07
2.1.2.15	Office/Commercial Retrofit Inspections	139.07
2.1.2.16	Additional Inspection for incompleteness or initial follow-up	139.07
2.1.2.17	Inspection - All Properties	77.79

2.1.3 Special Occasions Inspections (Plus HST)

2.1.3.1	Mandated Fire Code inspection (tents/marquee)	77.79
2.1.3.2	Mandated Fire Code inspection (fireworks permits)	139.07
2.1.3.3	Public Vendors - Commercial Establishments	77.79
2.1.3.4	Public Vendors - Vendors from Outside Municipality	278.36
2.1.3.5	Public Vendors - Service Clubs	N/C
2.1.3.6	Misc. inspections not otherwise specified - per hour	77.79

2.1.4 Other Service Fees/Charges

2.1.4.1	Burning Permits - Residential 7 day	14.60
2.1.4.2	Burning Permits - Commercial/Industrial - each burn	134.90
2.1.4.3	Open Air Burning Violations	As per Part 1 Provincial Offences Act: Set Fine
2.1.4.4	Extinguishing Fire where no permit obtained; out of control	MTO Prescribed Rates per apparatus plus 15% resident administration fee
2.1.4.5	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)	MTO Prescribed Rates per apparatus
2.1.4.6	Standby requests other than emergency response (per vehicle)	MTO Prescribed Rates per apparatus
2.1.4.7	Training Services - per hour	77.80 plus costs
2.1.4.8	Air Bottle Refills - other Fire Services	14.82 per bottle (Plus HST)

SCHEDULE "B"

2.1.4.9	Air Bottle Refills - Scuba, Private, Provincial, Industry	14.82 per bottle (Plus HST)
2.1.4.10	Fire Service Training Outside Municipal Boundaries	77.80 per hour plus costs
2.1.4.11	Fire Service Fire Prevention Programs Outside Municipal Boundaries	77.80 per hour plus costs
2.1.4.12	Fire Service Administration Outside Municipal Boundaries	77.80 per hour plus costs
2.1.4.13	Fire Protection Outside Municipal Boundaries	As per Contract (Plus HST)
2.1.4.14	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee
2.1.4.15	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee
2.1.4.16	Annual Fire Protection for Rusty Myers Flying Service/Nanicost Ltd.	12 hours @MTO Prescribed Rate (Plus HST)
2.1.5 Emergency Services Response Calls		
2.1.5.1	Fire Response to Structural Fires	MTO Prescribed Rates per apparatus per hour and personnel rates per hour plus any costs to Fort Frances Fire & Rescue Service or the Town of Fort Frances for each and every call.
2.1.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	MTO Prescribed Rates per apparatus
2.1.5.3	Auto Extrication Services within the Rainy River District	MTO Prescribed Rates per apparatus
2.1.5.4	Motorized Vehicle Fires	N/C
2.1.5.5	False Alarms (1st False alarm in a calendar year)	N/C
2.1.5.6	Second False Alarm (within the calendar year)	MTO Prescribed Rates per apparatus
2.1.5.7	For each Proceeding False Alarm (Within the Calendar Yr)	MTO Prescribed Rates per apparatus

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "C"**

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

2022	
Resident	Non-Resident

3.0 Planning & Development

3.1 Building/Demolition Permits

3.1.1	Garages, Accessory Use Buildings, Covered Decks	0.44/sq.ft.
3.1.2	Uncovered Decks, Sheds, Temporary Structures	0.28/sq.ft.
3.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)	
3.1.3.1	Main Floor	0.86/sq.ft.
3.1.3.2	Basement	0.70/sq.ft.
3.1.3.3	Each Additional Floor	0.44/sq.ft.
3.1.4	All Other Construction/Demolition Not Conforming to the Above Fee Schedule	
3.1.4.1	1st \$1,000 of Value	59.30
3.1.4.2	Each Additional \$1,000 of Value or Part Thereof	11.85
3.1.4.3	Progress Reports	101.90
3.1.4.4	Conditional Permit	269.85
3.1.4.5	Re-Inspection Fee	101.90
3.1.4.6	Special Call Out Services	Applicable Rates (Time & OH)

3.2 Plumbing Inspection Fee

3.2.1	Per Fixture	11.85
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3.3 Change of Use

90.50

3.4 Residential Demolition

60.25

3.5 Administration Fee

3.5.1	Construction/Demolition Commenced Prior to Issuance of Building Permit	166.20 Greater of \$166.20 or 10% of Building or Demolition Permit Fee
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3.6 Transfer of Permit Fee

60.25

3.7 Application for Deferral of Revocation

59.30

3.8 Refund of Fees

3.8.1	Permit Issued but Construction Not Commenced	50%
3.8.2	Reduction of Refund for Each Field Inspection Performed After Issuance of Permit	5%

3.9 Moving Permit Fees

3.9.1	Single Trip	101.90
3.9.2	Single Short Term Job	135.00
3.9.3	Single Job - 6 Months	270.00
3.9.4	Annual Permit	540.00

3.10 Sign Permit Fee

3.10.1	Permanent Sign Fee	67.50
3.10.2	Mobile Sign - 30 Day Permit	12.25
3.10.3	Mobile Sign - 90 Day Permit	30.75
3.10.4	Mobile Sign - 180 Day Permit	61.25
3.10.5	Annual Sign Fee (Signs on Town Property)	55.65 Per Year

3.11 Swimming Pool Fencing Permit Fee

83.15

SCHEDULE "C"

			2022	
			Resident	Non-Resident
3.12 Animal Control				
3.12.1	3.12.1.1	Cat/Dog License - Spayed/Neutered	26.00	
	3.12.1.2	Cat/Dog License - Unspayed/Non-Neutered	39.00	
	3.12.1.3	Cat/Dog Lifetime Licence Spayed/Neutered/Microchip/Tattoo	21.00	
	3.12.1.4	Replacement for Lost Tag	20.00	
3.12.2	Impound Fee		84.00	
3.12.3	Protective Care Fee per day		22.00	
3.13 Private Parking Spaces (Rented)				
3.13.1	Annual Fee Each		600.00	
3.14 Portage Avenue Municipal Parking Lot				
3.14.1	Each Parking Space per Year		600.00	
3.14.2	Unreserved Parking Spaces - Daily		4.00	
3.15 Metered On-Street Parking			1.25	
3.15 Loading Zone - Annual Fee Each			600.00	
3.17 Church Loading Zone - Annual Fee Each			78.40	
3.18 Planning Fees				
3.18.1	Official Plan Amendment (Delegation of OPA approval January 1, 2017)		2,600.00	
3.18.2	Zoning By-Law Amendment		1,400.00	
3.18.3	Removal of "H" Symbol		1,000.00	
3.18.4	Temporary Use By-Law		1,000.00	
	3.18.4.1	Extension to Temporary Use By-Law	362.15	
3.18.5	Application for Subdivision/Condominium		3,018.00	
	3.18.5.1	Amendment to Subdivision/Condominium	603.60	
3.18.6	Consent (i.e. new lot, easement, lot addition, etc.)		585.15	
	3.18.6.1	Successive Applications (related property)	293.70	
	3.18.6.2	Additional Fee if easement, ROW included	293.70	
3.18.7	Minor Variance / Special Permission		324.50	
3.18.8	Acknowledgement, Undertaking & Indemnification		64.25	
3.18.9	Site Plan Agreement		1,040.30	
	3.18.9.1	Amendment to Site Plan Agreement	324.50	
3.18.10	Request for Property Information		67.50	
3.18.11	Encroachment Agreement or other land use agreement not listed elsewhere		389.30	
3.18.12	Validation of Title / Power of Sale		324.45	
3.18.13	Reschedule Public Meeting (at applicant's request) all planning applications		324.45	
3.18.14	Deeming By-Law (applies to second and successive lot)		64.90	
	Land Titles, Ontario Land Tribunal, Public Notices, Planner's Fees			
3.18.15	if applicable, excessive staff time			Cost Recovery Basis
	Solicitor Fees incurred by the Municipality related to any Planning matters within			
3.18.16	Section 3.18 including OLT Appeal/Hearings			Cost Recovery Basis
	Pre-consultation fee pertaining to 3.18.1, 3.18.2, 3.18.3, 3.18.4, 3.18.5 & applied to			
3.18.17	applicable fee as noted upon receipt of completed application			10% of Applicable Fee
3.18.18	Assign Property Address		67.50	
3.19 Daily Impoundment fee for vehicles, trailers, boats, etc.			106.40	

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "D"**

2022	
Resident	Non-Resident

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

4.0 Operations & Facilities

4.1 Private Work

4.1.1 Labour

4.1.1.1	Regular Hourly Rate	47.15
4.1.1.2	Overtime Labour Rate	70.80
4.1.1.3	Double Overtime Labour Rate	94.40
4.1.1.4	Non-Resident Labour Rate	Listed rate +25%

4.1.2 Vehicle Rates

4.1.2.1	All 1/2 tons, 3/4 tons, crew cabs, compacts & vans	24.60
4.1.2.2	V109 - Sand Truck	91.75
4.1.2.3	V110 - Dump/Plow Truck	42.20
4.1.2.4	V115 - Sander/Plow Truck	102.40
4.1.2.5	V122 - Tandem Truck	91.75
4.1.2.6	V121 - Tandem Truck	91.75
4.1.2.7	Non-Resident Vehicle Rate	Listed rate +25%

4.1.3 Equipment Rates Per hour - includes labour

4.1.3.1	E205 & E207 Graders	124.70
4.1.3.2	E206 - Vacuum/Pressure Truck	264.65
4.1.3.3	E305 - Sidewalk Machine c/w any attachment	115.90
4.1.3.4	E515- John Deere Backhoe	142.20
4.1.3.5	E313 - Large Snow Blower & Loader	145.65
4.1.3.6	E318 - Cat 930H Loader	106.05
4.1.3.7	E514-Compact Track Loader	101.00
4.1.3.8	E257 - 2020 John Deere Loader	106.85
4.1.3.9	E321- Loader/Backhoe	98.10
4.1.3.10	E713 - Low Pressure Steamer w half ton truck	154.15
4.1.3.11	E726 - Rigid Drain Cleaning Machine w half ton truck	122.70
4.1.3.12	E816 - Street Sweeper	145.25
4.1.3.13	E830 - DBH Thawing Machine w 3/4 ton truck	182.15
4.1.3.14	E831 - Pulse De-Icer (Thawing Machine)	136.20
4.1.3.15	E838 - Air Compressor w 3/4 ton truck	106.30
4.1.3.16	Non-Resident Equipment Rate	Listed rate +25%

4.1.4 Private Concrete Crossing or Sidewalk Replacement for Private Crossing

4.1.4.1	Removal, Supply and Installation of Concrete Driveway per square ft.	20.50 per sq. ft.
4.1.4.2	Culvert	Cost Plus - Max \$185.10 per foot
4.1.4.3	Removal of Concrete Driveway Crossing Only - per square ft.	6.80 per linear ft.
4.1.4.4	Removal of High-back Concrete Curb & Gutter and Replace with Low-back Concrete Curb & Gutter for New Driveway Crossing Installation - per linear ft.	42.90 per linear ft.
4.1.4.5	Removal of Low-back Driveway Concrete Curb & Gutter and Replace with High-back Concrete Curb & Gutter when Removing Driveway Crossing - per linear ft.	42.90 per linear ft.

SCHEDULE "D"

2022	
Resident	Non-Resident

4.1.5	Engineering Services - Minimum One Hour - by Customer Request	
4.1.5.1	Televising Sewer - Regular Hourly Rate	210.70
4.1.5.2	Televising Sewer - Overtime Hourly Rate	421.95
4.1.5.3	Tracing Water/Sewer - Regular Hourly Rate	140.50
4.1.5.4	Tracing Water/Sewer - Overtime Hourly Rate	280.95
4.1.5.5	Setting Lot Grade Only - Regular Hourly Rate (Per Lot Grade)	126.65
4.1.5.6	Copying Blue prints (Each)	15.20
4.1.5.7	Scanning Blue Prints (data storage not provided)	
4.1.5.7 (a)	1 to 15 pages	5.50 per page
4.1.5.7 (b)	16 to 30 pages	4.30 per page
4.1.5.7 (c)	31 pages or more	3.30 per page
4.1.5.8	Hardcopy GIS Drawing or Map size 8.5" x 11"	6.40
4.1.5.9	Hardcopy GIS Drawing or Map size 11" x 17"	12.70
4.1.5.10	Hardcopy GIS Drawing or Map size 24" x 36"	31.80
4.1.5.11	Digital Aerial Photography - ecw format only	1,272.80
4.1.5.12	GIS shape files - per infrastructure layer	318.30
4.1.5.13	GIS shape files-base map - property lines & addresses	318.30

4.2 Landfill Tipping Fees - see Schedule "E"**4.3 Sewer & Water Installation - see Schedule "F"****4.4 Stores (Plus HST)**

4.4.1	Sale of Items to private sector	Cost Plus + 35%
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4.5 Airport (Plus HST)

4.5.1	Fees	
4.5.1.1	Office/square meter	418.30
4.5.1.2	Counter/square meter	418.30
4.5.1.3	Rental of Heated Maintenance Garage Bay per day	114.55
4.5.2	Aviation Fuels	
4.5.2.1	100LL	Adjusted Quarterly
4.5.2.2	Jet-A	Adjusted Quarterly
4.5.2.3	Aviation Oils	Cost + 45%
4.5.3	Aircraft Landing Fees	
4.5.3.1	Piston Aircraft	15.20
4.5.3.2	Medivac & All Government Aircrafts	275.00
4.5.3.3	Turbine Aircraft - minimum fee	15.20
4.5.3.4	<21,000 kgs - Gross Weight x	4.40
4.5.3.5	21,000 - 45,000 kgs - Gross Weight x	4.40
4.5.3.1	Airport Landing Fees - International Flights	
4.5.3.1.1	Piston Aircraft	38.50
4.5.3.1.2	Turbine Aircraft - minimum fee	38.50
4.5.3.1.3	<21,000 kgs - Gross Weight x	9.40
4.5.3.1.4	21,000 - 45,000 kgs - Gross Weight x	9.40
4.5.4	Airport Parking Fees	
4.5.4.1	<4,999 kgs/day	12.80

SCHEDULE "D"

		2022	
		Resident	Non-Resident
4.5.4.2	<4,999 kgs/month	97.40	
4.5.4.3	5,000 - 9,999 kgs/day	20.40	
4.5.4.4	5,000 - 9,999 kgs/month	393.35	
4.5.4.5	10,000 - 29,000 kgs/day	36.50	
4.5.4.6	10,000 - 29,000 kgs/month	730.50	

SCHEDULE "D"

		2022	
		Resident	Non-Resident
4.5.5	Plug-Ins		
4.5.5.1	Heater per day	7.00	
4.5.6	Ground Power Starts (GP)		
4.5.6.1	Bear Skin Airlines	50.65	
4.5.6.2	All Other Aircraft	63.20	
4.5.7	Aircraft De-icing		
4.5.7.1	Bearskin Airlines	49.20	
4.5.7.2	Other Aircraft *Plus Cost of Fluid	70.20	
4.5.8	General Terminal Fees		
4.5.8.1	0 - 9 seats	19.60	
4.5.8.2	10 - 15 seats	22.50	
4.5.8.3	16 - 25 seats	35.10	
4.5.9	Passenger Facility Charge		
4.5.9.1	Per Person Enplaning	12.20	
4.5.10	Airport Improvement Fee		
4.5.10.1	Outbound Charters per Passenger embarking	12.20	
4.5.10.2	Commercial Charter Ramp Fee per Aircraft	15.65	
4.5.11	Callouts		
4.5.11.1	Callouts	176.95	
4.5.11.2	Overtime Labour Rate	70.80	
4.5.11.3	Double Time Labour Rate	94.40	
4.5.11.4	Loader with Operator	106.85	
4.5.11.5	Snow Blower or Sweeper attachment for Loader	39.70	
4.5.11.6	Sander/Plow Truck without Operator	102.45	
4.5.11.7	Winter Control Sand per Cubic Yard	28.60	
4.5.12	Aviation Charts		
4.5.12.1	Aviation Charts	Cost + 40%	
4.5.13	Car Parking Fees/day		
4.5.13.1	Daily Parking	8.80	
4.5.13.2	Monthly Parking Stall	116.75	
4.5.13.3	Yearly Parking Stall	1,284.50	
4.5.14	Land Lease Rates - Unserviced		
4.5.14.1	Private - per square meter plus applicable taxes	2.00	
4.5.14.2	Commercial - per square meter plus applicable taxes	2.95	
4.5.15	Advertising Signs		
4.5.15.1	Small Signs per year	123.95	
4.5.15.2	Large Signs per year	137.75	
4.5.15.3	Commercial Character Ramp Fee per Aircraft	15.65	

4.6 Cemetery User Fees - See Schedule "H"**4.7 Parks - Effective January 1 (Plus Applicable Taxes)**

4.7.1	Equipment Rental Charges - Labour Not Included		
4.7.1.1	Mower, Riding	17.60	
4.7.1.2	Portable Generator	8.40	
4.7.1.3	Power Saw	8.40	
4.7.1.4	Trailer - Large	14.05	

SCHEDULE "D"

		2022	
		Resident	Non-Resident
	4.7.1.5 Cement Mixer	14.50	
4.7.2	Equipment Rental Charges - Labour Included		
	4.7.2.1 Backhoe	84.30	
	4.7.2.2 4200 Tractor & Sweeper	59.00	
	4.7.2.3 Stumper (Chipper)	92.75	
	4.7.2.4 Snowplow - Ford	53.35	
4.7.3	Point Park Camping Rates (Plus HST)		
	4.7.3.1 Full Hook-up - per night	33.63	
	4.7.3.2 Full Hook-up - per week	169.03	
	4.7.3.3 Full Hook-up - per 4 weeks	651.55	
	4.7.3.4 Camping Site - per night (Tenting Sites)	17.26	
	4.7.3.5 Camping Site - per week (Tenting Sites)	90.93	
	4.7.3.6 Camping Site - per month (Tenting Sites)	352.65	
	4.7.3.7 Cost for Utilities per day for Local First Nations Band Members (Couchiching, Naicatchewenin, Nicickousemenecaning & Mitaanjigamiing)	7.65	

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "E"**

4.2 Landfill Tipping Fees (No HST) - Effective January 1

2022 DRAFT

4.2.1	Flat Rate Period when Scale is not in operation	
4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars	18.00
4.2.1.2	Trucks include - Compact Trucks, Half Ton Trucks, Mid-size Trucks and Full size vans with no seats	33.00
4.2.1.3	Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a single axle trailer	23.15
4.2.1.4	Single Axle Trucks	106.90
4.2.1.5	Tandem Trucks and Trailers	267.30
4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers	320.75
4.2.2	Fees to be used when Scale is in operation.	
4.2.2.1	Minimum charge	18.00
4.2.2.2	Rate per Tonne	77.50
4.2.2.3	Weighing Vehicle Only	34.80
4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne	4.20
4.2.2.5	Car Tires - each	9.35
4.2.2.6	Truck Tires - up to and including 18 wheelers	21.85
4.2.2.7	Off Road Tires (anything over 18 wheelers)	109.20
4.2.2.8	Tires by the Tonne	545.30
4.2.2.9	Refrigeration Units Containing Refrigerant or no notification sticker affixed to the unit	45.45
4.2.3	Bag Tags	
4.2.3.1	Bag Tags each	2.25
4.2.4	Waste Management	
4.2.4.1	Monthly Environmental Fee per Water Account	5.00

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "F"**

		2022
4.3	Sewer & Water Installation - Effective January 1 - plus Applicable Taxes	
4.3.1	Installation and Termination - Per Trench	
4.3.1.1	If water and sewer are in separate trenches or same trenches	Cost Plus + 10% + Road Restoration
4.3.2	Terminations of Services	
4.3.2.1	Inspecting the termination prior to backfilling	49.20
4.3.3	Reconnection of Services	
4.3.3.1	Inspecting the reconnection prior to backfilling	49.20
4.3.3.2	Regular request to turn water on or off (maintenance)	49.20
4.3.3.3	Non-Maintenance Shut off for delinquent accounts - no HST	138.95
4.3.3.4	Non-Maintenance Turn on for delinquent accounts - no HST	138.95
4.3.4	Sale and Installation of Water Meters	
4.3.4.1	Any Size Meter	Cost Plus + 10%
4.3.5	Testing Backflow Devices	Cost Plus + 10%
5.0	Water & Sewer User Rates - Effective January 1	
5.1	Water User Rates - Monthly	
5.1.1	Flat Residential (un-metered)	46.10
5.1.2	Metered Non-Resident	
5.1.2.1	Metered rate after 36 cu. meters	3.17 cu meter
5.1.3	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	62.25
5.1.3.1	10 cu. meters included in the minimum monthly bill for ICI	
5.1.4	Metered - Industry/Commercial	1.74 cu meter
5.1.5	Metered - Institutional	2.02 cu meter
5.1.6	Private (Re: Dedicated) Hydrants	61.05 per unit
5.1.7	Private Sprinkler System	19.15 per system
5.1.8	Sale of Water from Fire Hydrant	29.80 cu meter
5.1.9	Water Meter Replacement	
5.1.9.1	¾ inch or 20 mm diameter water meter	3.00 per meter
5.1.9.2	1 inch or 25.4 mm diameter water meter	3.25 per meter
5.1.9.3	1.5 inch or 38.1 mm diameter water meter	5.00 per meter
5.1.9.4	2 inch or 50.8 mm diameter water meter	15.00 per meter
5.1.9.5	3 inch or 76.2 mm diameter water meter	17.00 per meter
5.1.9.6	4 inch or 101.6 mm diameter water meter	22.50 per meter
5.1.9.7	6 inch or 152.4 mm diameter water meter	42.00 per meter
5.1.9.8	10 inch or 254 mm diameter water meter	70.00 per meter
5.2	Sewer User Rates - Monthly	
5.2.1	Flat Residential (un-metered)	43.00
5.2.2	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	58.20
5.2.2.1	10 cu. meters included in the minimum monthly bill for ICI	
5.2.3	Metered Non-Resident	
5.2.3.1	Metered rate after 36 cu. meters	2.95 cu meter
5.2.5	Metered - Industry/Commercial	1.73 cu meter
5.2.6	Metered - Institutional	2.00 cu meter
5.3	Minimum Rate to Unplug Blockage in Sanitary Sewer Line	
5.3.1	During regular business hours (7:30 a.m. to 4:00 p.m. Monday thru Friday)	27.50
5.3.2	Overtime Hours	41.50
5.3.3	Statutory Holiday	55.50
5.4	Disposal of External Sewage into Town Collection System	20.65 cu meter

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "G"**

All Rates are effective January 1, 2022, unless otherwise noted.
HST is noted per line or per section as applicable.

2022

6.0 Community Services

6.1 Fort Frances Memorial Arena

6.1.1 Rink Board/In-ice Advertising Rates (Plus HST)	<u>Annual</u>
6.1.1.1 One Rink	447.83
6.1.1.2 Both Rinks	754.60
6.1.1.3 In-Ice Advertising	1,124.69
6.1.1.4 Zamboni	1,251.55
6.1.2 Ice Surface Rentals (Plus HST)	
Prime Time - Opening to 8:00 A.M. Mon - Fri; 3:30 P.M. to Close. Mon - Fri; Opening to Close Saturday & Sunday	
6.1.2.1 Youth	108.23
6.1.2.2 Adult	162.39
*Non-Resident rate for hockey and figure skating programs	
Ice Surface Rentals (Plus HST)	
Non Prime Time - 8:00 A.M. to 3:30 P.M. Mon - Fri (Excluding Holidays, School Breaks & Tournaments)	
6.1.2.3 Youth	74.95
6.1.2.4 Adult	114.91
6.1.3 Summer Ice (Plus HST)	
6.1.3.1 Youth	130.04
6.1.3.2 Adult	194.60
6.1.4 Tournament (Plus HST)	
6.1.4.1 Youth	128.54
6.1.4.2 Adult	176.10

6.2 Pool/Fitness Centre - Memberships

6.2.1 Adult (Plus HST)	
6.2.1.1 Annual	540.35
6.2.1.2 Six Months	351.24
6.2.1.3 Three Months	190.35
6.2.1.4 One Month	82.35
6.2.1.5 Daily	7.87
6.2.2 Student	
6.2.2.1 Annual	268.55
6.2.2.2 Six Months	181.50
6.2.2.3 Three Months	97.35
6.2.2.4 One Month	57.00
6.2.2.5 Daily	6.45
6.2.3 Child	
6.2.3.1 Annual	85.35
6.2.3.2 Daily	4.45

SCHEDULE "G"**6.2.4 Family - Annual (Plus HST)**

6.2.4.1	Adult	540.35
6.2.4.2	Spouse	450.17
6.2.4.3	Student	231.50
6.2.4.4	Child	71.91

6.2.5 Senior (60 Years of Age or Older) (Plus HST)

6.2.5.1	Annual	412.61
6.2.5.2	Six Month	268.36
6.2.5.3	Three Month	145.27
6.2.5.4	One Month	62.96
6.2.5.5	Daily	6.10

6.2.6 Locker Fees (Plus HST)

6.2.6.1	Locker - 6 Months	48.45
6.2.6.2	Locker - Annual	72.79
6.2.6.3	Locker - 3 Months	33.05

6.3 Pool Rental Rates (Plus HST)

6.3.1	Non-Profit Group rate (per hour)	108.45
6.3.2	6.3.2.1 Swim Club - contracted	78.76
	6.3.2.2 Additional Hours	92.12
6.3.3	One Lane	29.16
6.3.4	Lifeguard	21.86
6.3.5	6.3.5.1 One Guard Pool Rental	108.45
	6.3.5.2 Two Guard Pool Rental	130.04
	6.3.5.3 Three Guard Pool Rental	151.86
	6.3.5.4 Four Guard Pool Rental	173.41
	6.3.5.5 Five Guard Pool Rental	196.94
	6.3.5.6 One Instructor	109.73

6.4 Swimming Lesson Rates

6.4.1	Red Cross Lessons (9)	78.90
6.4.2	6.4.2.1 Private Lessons per time	21.65
	6.4.2.2 Semi-private Lessons per time	14.45
6.4.3	Lifesaving	86.90
6.4.4	Combo Class	89.75
6.4.5	Bronze Star	92.15
6.4.6	Bronze Medallion & Emergency First Aid Book	135.20
6.4.7	Bronze Cross & Standard First Aid	94.85
6.4.8	National Life Services	Market Price
6.4.9	Board of Education - 10 Lessons	51.20
6.4.10	Aquafit & Aerobics (Per Class) (Plus HST)	6.15
6.4.11	Senior Aquafit & Aerobics (Plus HST)	5.10

SCHEDULE "G"**6.5 Auditorium (Plus HST)**

6.5.1	Base Rate/event	216.51
6.5.2	Hourly	47.96
6.5.3	Social/Wedding (incl. Kitchen)	473.37
6.5.4	Tournament Rate	338.45
6.5.5	Contracted (72% of Base Rate)	34.42
6.5.6	Kitchen Rate per Hour	47.92
6.5.7	Statutory Holiday rental fee	Additional 50%

6.6 East End Hall (Plus HST)

6.6.1	Base Rate	101.90
6.6.2	Socials/Weddings	222.75

6.7 MSC Conference Meeting Rooms (Plus HST)

6.7.1	Meeting	20.71
6.7.2	Daily Rate (Tournament/Special Event)	68.59

6.8 Arena Floors (no Ice) (Plus HST)

6.8.1	Ice for Kids (600 people)	675.26
6.8.2	Ice for Kids (600 people) with Liquor License	890.04
6.8.3	Ice for Kids (up to 1200 people)	837.35
6.8.4	Ice for Kids (up to 1200 people) with Liquor License	1,053.35
6.8.5	52 Canadians (up to 600 people)	607.26
6.8.6	52 Canadians (up to 600 people) with Liquor License	796.11
6.8.7	52 Canadians (up to 1200 people)	752.52
6.8.8	52 Canadians (up to 1200 people) with Liquor License	941.60
6.8.9	Both Floors (up to 1800 people)	1,097.03
6.8.10	Both Floors (up to 1800 people) with Liquor License	1,462.56
6.8.11	Both Floors (Maximum Capacity)	1,242.52
6.8.12	Both Floors (Maximum Capacity) with Liquor License	1,607.65
6.8.13	Exercise/short Program- half pad (Regular use contracted rate 72% of listed rate)	60.98
6.8.14	Exercise/short Program- full pad (Regular use contracted rate 72% of listed rate)	81.19

6.9 Ball Diamonds / Soccer Fields (Plus HST)

6.9.1	Youth Soccer/ Baseball - Half field - Per Team	149.43
6.9.2	Youth Soccer - Full Field - Per Team	216.06
6.9.3	Adult Soccer - Per Team	351.24
6.9.4	Adult Slow Pitch - Per Team	405.17
6.9.5	Tournament - Youth - Per Team	41.33
6.9.6	Tournament - Adult - Per Team	54.29
6.9.7	Fastball	351.24

6.10 Other Courses and Services

6.10.1	Babysitting Course	55.35
6.10.2	First Aid Course - 8 hour	106.65
6.10.3	First Aid Course - 13 hour	118.50
6.10.4	Manual	38.70

SCHEDULE "G"

6.10.5	P.A. Day	39.90	
6.10.6	P.A. Day Extra Child	35.00	
6.10.7	Membership Cards Town	11.35	
6.10.8	Recreator Ads - Users	170.75	
6.10.9	Recreator Ads - Non Users	204.85	
6.10.10	Non-resident Fee Winter Programs		
6.10.11	P Fit Class (High School Program)	16.95	
6.10.12	Ice Paint Machine (Plus HST)	239.43	
6.10.13	Bags of Ice (Plus HST)	2.79	
6.10.14	COVID Cleaning- Monthly Fee- per user	-	
6.11	Sorting Gap Marina (Plus HST)		
6.11.1	Sorting Gap - Slip Rental - Per Season	600.00	
6.11.2	River Front - Slip Rental - Per Season	336.11	
6.11.3	Daily (overnight)	10.89	
6.11.4	Weekly	53.99	
6.11.5	Launch Fees: Daily	8.46	
6.11.6	Launch Fees: Seasonal	60.76	
6.11.7	Launch Fees: Commercial	203.46	
6.12	Summer Youth Program		
6.12.1	Rec-n-Crew		
6.12.1.1	Week	140.40	
6.12.1.2	each additional child	130.00	
6.12.1.3	Four Weeks	520.00	
6.12.1.4	each additional child	494.00	
6.12.1.5	4 day camp	112.30	
6.12.1.6	each additional child	104.00	
6.13	Townshend Theatre - (Plus HST)		
6.13.1	Town Recreation Program		
6.13.1.1	Set up & Rehearsal	N/C	
6.13.1.2	First show in Run	N/C	+ \$1.50 Surtax
6.13.1.3	Second show same Day	N/C	+ \$1.50 Surtax
6.13.1.4	Next show same Run	N/C	+ \$1.50 Surtax
6.13.1.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax
6.13.1.6	*Cafeteria Rental with Performance	N/C	
6.13.2	Board of Education		
6.13.2.1	Set up & Rehearsal	N/C	
6.13.2.2	First show in Run	N/C	+ \$1.50 Surtax
6.13.2.3	Second show same Day	N/C	+ \$1.50 Surtax
6.13.2.4	Next show same Run	N/C	+ \$1.50 Surtax
6.13.2.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C	+ \$1.50 Surtax

SCHEDULE "G"

	6.13.2.6	*Cafeteria Rental with Performance	N/C
6.13.3	Community Theatre		
	6.13.3.1	Set up & Rehearsal - 7 hours	160.89
	6.13.3.2	First show in Run - 7 hours	315.66 + \$1.50 Surtax
	6.13.3.3	Second show same Day - 12 hours	518.23 + \$1.50 Surtax
	6.13.3.4	Next show same Run - 7 hours	315.66 + \$1.50 Surtax
	6.13.3.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,280.57 + \$1.50 Surtax
	6.13.3.6	**Cafeteria Rental with Performance	119.07
	6.13.3.7	**Cafeteria Rental with Performance - Alcohol served	238.32
6.13.4	Community Use - Religious Groups, Charitable Non-Profit, Music Festivals		
	6.13.4.1	Set up & Rehearsal - 7 hours	160.89
	6.13.4.2	First show in Run - 7 hours	315.66 + \$1.50 Surtax
	6.13.4.3	Second show same Day - 12 hours	518.23 + \$1.50 Surtax
	6.13.4.4	Next show same Run - 7 hours	315.66 + \$1.50 Surtax
	6.13.4.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,280.57 + \$1.50 Surtax
	6.13.4.6	**Cafeteria Rental with Performance	119.07
		**Cafeteria Rental with Performance - Alcohol served	238.32
6.13.5	Commercial Use - Business, Dance Schools, Corporations, Political Rallies		
	6.13.5.1	Set up & Rehearsal - 7 hours	238.32
	6.13.5.2	First show in Run - 7 hours	476.51 + \$1.50 Surtax
	6.13.5.3	Second show same Day - 12 hours	744.56 + \$1.50 Surtax
	6.13.5.4	Next show same Run - 7 hours	476.51 + \$1.50 Surtax
6.13.6	Tech Fee		
	6.13.6.1	Tech Fee (0 - 3 hours event)	56.19
	6.13.6.2	Tech Fee (3 - 8 hours event)	84.33
	6.13.6.3	Tech Fee (8+ hours event)	112.57
	6.13.6.4	Tech Weekend Fee (Hourly Rate plus 1hr before and 1hr after event time)	45.00
6.14	Fort Frances Public Library		
6.14.1	Sundry Revenue		
	6.14.1.1	2.25 Pin	1.50
	6.14.1.2	2.25 Magnet	2.75
	6.14.1.3	1.25 Pin	1.25
	6.14.1.4	1.25 Magnet	1.75
	6.14.1.5	1.25 Zipper Pull	1.75
	6.14.1.6	1.25 Hair Tie	1.75
	6.14.1.7	3D Printing/hour	3.00
	6.14.1.8	Vinyl Cutting	3.00
6.14.2	Lost Books		
6.14.3	Used Book Sales (Plus 5% GST)		
	6.14.3.1	Hardcover	2.00
	6.14.3.2	Trade paperback	1.50
	6.14.3.3	Paperback	1.00
	6.14.3.4	Magazine	0.25
	6.14.3.5	DVD/CD/Video Game	2.00
	6.14.3.6	Audiobook	1.50

SCHEDULE "G"

6.14.4	Photocopier (Plus HST)	
6.14.4.1	0-10 Pages	0.25
6.14.4.2	11-20 Pages	0.20
6.14.4.3	21-49 Pages	0.20
6.14.4.4	50+ Pages	0.20
6.14.4.5	Colour - Letter	1.00
6.14.4.6	Colour - Legal	1.25
6.14.4.7	Colour - Ledger	1.50
6.14.4.8	Fax - Domestic First Page	5.00
6.14.4.9	Fax - Domestic Additional Page	1.00
6.14.4.10	Fax - Overseas First Page	8.00
6.14.4.11	Fax - Domestic Additional Page	1.00
6.14.4.12	Receiving Fax - First Page	1.00
6.14.4.13	Receiving Fax - Additional Page	0.25
6.14.4.14	Laminating - 8.5x11	2.25
6.14.4.15	Laminating - Index Card Size	1.50
6.14.4.16	Large Brown Envelope	1.50
6.14.4.17	File Folder	1.50
6.14.4.18	Page Protector	1.50
6.14.5	Room Rental (Plus HST)	
6.14.5.1	Rental fee/hour	40.00
6.14.5.2	After hours/hour	40.00
6.14.5.3	Teleconferencing	40.00
6.14.5.4	Videoconferencing	85.00
6.14.5.5	Cancellation fee (within 24 hours)	50%
6.14.6	Sundry Revenue	
6.14.6.1	Programming - Children's	
6.14.6.2	Programming - Adult	
6.14.6.3	Santa Suit Rental	30.00
6.14.6.4	Proctoring	45.00
6.14.7	Non-Resident Fees	
6.14.7.1	Family (12 Months)	87.50
6.14.7.2	6 Months	51.50
6.14.7.3	1 Month	15.50
6.14.7.4	Individual (12 months)	61.50
6.14.7.5	Seniors Individual - 12 months (55+)	51.50
6.14.8	Late Fines	
6.14.8.1	Generic/day	0.25
6.14.8.2	Video/day	1.00
6.14.8.3	Video Game/day	3.50
6.14.8.4	Interlibrary Loan/day	1.00
6.14.8.5	Replacement Library Card	2.00
6.14.8.6	Damaged DVD Case	5.00
6.14.9	Donations	
6.14.9.1	Children's Birthday Book	20.00
6.14.9.2	Adult/YA Birthday Book	30.00

SCHEDULE "G"

6.14.9.3	Large Print Birthday Book	40.00
6.15	Fort Frances Museum	
6.15.1	Research	
6.15.1.1	Access	10.75
6.15.1.2	Staff - initial inquiry	17.50
6.15.1.3	Additional time	43.60 per hour
6.15.2	Duplication	
6.15.2.1	Handling	6.05
6.15.2.2	Copying	0.70 per sheet
6.15.2.3	Digital copy	9.25
6.15.2.4	Copy right fee for commercial uses - Photographing Artefacts	43.90
6.15.3	Admission Victoria Day to Thanksgiving (Peak Season)	
6.15.3.1	Special Events - Adult (Plus HST)	4.65
6.15.3.2	Senior/Under 12 Fee	3.70
6.15.3.3	Maximum Family Fee	13.90
6.15.4	Rental (Plus HST)	
6.15.4.1	Per Day	30.71
6.15.4.2	Per Evening	18.49
6.15.4.3	Court Yard	18.49
6.16	Sunny Cove Camp - May 1 (Plus HST)	
6.16.1	6.16.1.1 Daytime	N/A
	6.16.1.2 Overnight	N/A
	6.16.1.3 Meeting - Half day	N/A
	6.16.1.4 Meeting - Full Day	N/A
6.17	Sister Kennedy Centre	
6.17.1	Facility Rental Fee (Plus HST)	45.53
6.17.2	Fitness Class- 1 day/week	10.84
6.17.3	Fitness Class- 2 days/week	21.86
6.18	Rainy Lake Market Square (Plus HST)	
	Private events fenced in- by reservation- Invitation only- No public-not ticketed (eg.	
6.18.1	Weddings, social gatherings)	473.32
	For profit- by reservation (eg. Trade shows, car shows)	
	Casual use- no reservations (eg. Birthday parties and gatherings where the facility	
6.19.1	remains open to the public)	
	Non-profit- by reservation (eg. Fenced in ticketed events for community groups and charities)	

**TOWN OF FORT FRANCES
2022 SCHEDULE OF FEES BY-LAW 66/21
SCHEDULE "H"**

CEMETERY OPERATOR: TOWN OF FORT FRANCES

CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE January 1st

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Cody Vangel Transportation Superintendent 274-9893 - 900 Wright Avenue

A. PRICE LIST PER LOT

A.1 Adult Single Lot

lot Size: 5' x 10' or 50 Square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

And up to six (6) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	297.85
Care & Maintenance	290.00
Sub-Total	<u>587.85</u>
HST	76.42
TOTAL	<u><u>664.27</u></u>

A.2 Adult Double Lot

lot Size: 10' x 10' or 100 Square feet

Four (4) Full Burials Allowed - Two (2) MUST be at extra depth (10')

And up to Twelve (12) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	592.69
Care & Maintenance	290.00
Sub-Total	<u>882.69</u>
HST	114.75
TOTAL	<u><u>997.44</u></u>

A.3 Child (8 years old or under)

lot Size: 3' x 2' or 6 Square feet

One (1) Full Burial Allowed plus two (2) cremations (depending on urn size)

side by side at foot only or One (1) cremation centred at head and up to

two (2) cremations (depending on urn size) side by side at foot only

Markers to be installed in accordance with the cemetery by-law

Lot	119.11
Care & Maintenance	175.00
Sub-Total	<u>294.11</u>
HST	38.23
TOTAL	<u><u>332.34</u></u>

SCHEDULE "H"

A.4 Cremation Lot

lot Size: 2' x 2' or 4 square feet

Up to Two (2) cremations (depending on size of urn)

Flat Markers only allowed on Cremation lots & No Flower Beds allowed due to size

Lot	89.35
Care & Maintenance	175.00
Sub-Total	<u>264.35</u>
HST	34.37
TOTAL	<u><u>298.72</u></u>

A.5 Veteran Lot

lot Size: 5' x 10' or 50 square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

or Two (2) cremations (depending on size of urn) MAXIMUM 2 INTERMENTS

VETERAN AND SPOUSE ONLY

No charge for Veteran - Interment of Spouse will be the responsibility of the family

B. UNIT PRICE PER INTERMENT**B.1 SUMMER - May 1 to October 31**

B.1.1 Adult Interment	847.59
HST	110.19
TOTAL	<u><u>957.78</u></u>

B.1.2 Adult with Vault	942.84
HST	117.85
TOTAL	<u><u>1,060.69</u></u>

B.1.3 Child (8 years old or under)	341.28
HST	44.37
TOTAL	<u><u>385.65</u></u>

B.1.4 Child (8 years old or under) with Vault	371.03
HST	48.23
TOTAL	<u><u>419.26</u></u>

B.1.5 Extra Depth 10 ft.	942.82
HST	122.57
TOTAL	<u><u>1,065.39</u></u>

B.1.6 Saturday (above rates +)	573.16
HST	74.51
TOTAL	<u><u>647.67</u></u>

B.1.7 Disinterment - above rates plus 150% and all applicable taxes**NOTE: All interments include the use of artificial grass and lowering devices**

SCHEDULE "H"

B. UNIT PRICE PER INTERMENT**B.2 WINTER - November 1st - April 30th**

B.2.1 Adult Interment	1,026.15
HST	133.40
TOTAL	<u>1,159.55</u>

B.2.2 Adult with Vault	1,121.52
HST	145.80
TOTAL	<u>1,267.32</u>

B.2.3 Child (8 years old or under)	490.16
HST	63.72
TOTAL	<u>553.88</u>

B.2.4 Child (8 years old or under) with Vault	585.43
HST	76.11
TOTAL	<u>661.54</u>

B.2.5 Extra Depth 10 ft.	1,221.83
HST	158.84
TOTAL	<u>1,380.67</u>

B.2.6 Saturday (above rates +)	573.16
HST	74.51
TOTAL	<u>647.67</u>

B.2.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS**May 1 to October 31- Only**

B.3.1 Cremation < 12" in diameter to Max. 24 inches	311.47
HST	40.49
TOTAL	<u>351.96</u>

B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter	490.16
HST	63.72
TOTAL	<u>553.88</u>

B.3.3 Cremains Placed in Private Marker/Monument Base	97.96
HST	12.73
TOTAL	<u>110.69</u>

B.3.4 Cremains placed in the ground at the same time as full burial interment	62.45
HST	8.12
TOTAL	<u>70.57</u>

SCHEDULE "H"

B.3.5 Cremains placed in

Monument Niche	77.31
HST	10.05
TOTAL	<u>87.36</u>

B.3.6 Disinterment - above rates plus 150% and all applicable taxes**NOTE: All interments include the use of artificial grass and lowering equipment****C UNIT PRICE FOR A COLUMBARIUM NICHE**

C.1 Top Two Rows	1,327.26	Purchase Price of Columbarium Niche includes
Care & Maintenance	199.09	Purchase of Double Niche
Sub-Total	<u>1,526.35</u>	Bronze Plaque and installation
HST	198.43	One Urn Placement or interment
TOTAL	<u>1,724.78</u>	

C.2 Middle Four Rows	1,636.27	Interior shelf space of a niche is 13" wide
Care & Maintenance	245.44	x 10" deep x 8" high, therefore urns to be
Sub-Total	<u>1,881.71</u>	placed in the columbarium can be no bigger
HST	244.62	than 6.5" wide x 10" deep x 8" high.
TOTAL	<u>2,126.33</u>	

C.3 Bottom Two Rows	1,095.43
Care & Maintenance	165.00
Sub-Total	<u>1,260.43</u>
HST	163.86
TOTAL	<u>1,424.29</u>

C.4 2nd Urn Placement in Niche	168.24
HST	21.87
TOTAL	<u>190.11</u>

C.5 Saturday Niche Internment Fee	188.87
HST	24.55
TOTAL	<u>213.42</u>

D. UNIT PRICE FOR FLOWER CARE PER LOT

D.1 Special Care Single - Flowers	2,978.09	Single Special Care: The flower bed is
HST	387.14	centred to the monument 3 rows of 6 flowers
TOTAL	<u>3,365.23</u>	- 18 flowers

D.2 Special Care Double - Flowers	5,956.30	Double Special Care: is two (2) singles
HST	774.32	2 single beds are planted 3 rows x 6 = 18
TOTAL	<u>6,730.62</u>	flowers - 2 x 18 = 36 flowers

SCHEDULE "H"

D.3 Annual Care - Adult -Flowers	238.27	Single Pillow: Exact same size as single but
HST	30.98	turned in such a way that the bed is wider
TOTAL	<u>269.25</u>	across the base 3 rows x 6 = 18 flowers
		Double Pillow: Is positioned along the base
		the same as a single pillow but is larger in
		in 4 rows x 6 = 24 flowers
D.4 Annual Care - Child - Flowers	89.30	Annual Care paid for and planted each year
HST	11.61	Special Care is paid for once and is planted
TOTAL	<u>100.91</u>	every year

E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)

For the Supply, Installation and Inspection of Concrete Foundations for Upright Markers or Monuments	\$ 0.33 per square inch plus HST	Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the Marker or Monument. The Town will only accepted foundation orders from June 15th to September 15th of each year.
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F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER

For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$ 0.31 per square inch plus HST	Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the flat Marker . The Town will only accepted foundation orders from June 15th to September 15th of each year.
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G. CARE & MAINTENANCE FOR A FLAT MARKER OR UPRIGHT MONUMENT (MARKER)

G.1 Flat Markers that measure less than 1116.13 square centimetres or 173 sq. inches	0.00
G.2 Flat Markers that measure at Least 1,116.13 square centimetres or 173 sq. inches	100.00
G.3 Upright Monument that measure less than 1.22 meters or 4 feet in height and/or length including the base	200.00
G.4 Upright Monument measuring more than 1.22 meters or 4 feet in height and/or length including the base	400.00

SCHEDULE "H"

H. MISCELLANEOUS CEMETERIES FEES

H.1 For non-residents customers the above list rates plus 40% mark-up and all applicable taxes

Note the only exception to applying the 40% increase for non-residents is care and maintenance fees for markers and lots, these rates are established under *the Funeral, Burial and Cremation Services Act, 2002* and regulations, as amended from time to time

H.2 Funeral Arriving before 9 am and after 3:00 pm	139.12
HST	18.08
TOTAL	<u>157.20</u>

H.3 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change	121.16 per change
HST	15.74
TOTAL	<u>136.90</u>

H.4 Rental of Artificial Grass for off-site interments	11.90 per off-site interment
HST	1.55
TOTAL	<u>13.45</u>

H.6 Hourly labour per cemetery worker	47.22
HST	6.14
TOTAL	<u>53.36</u>

General Notes:

- 1) Payment is due at the time of purchase - no financing options available
- 2) For any additional information or clarification , please feel free to contact the cemetery operator as per the contract information outlined at the top of each page of the current price list

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW XX / 21

(Being a by-law to authorize a Letter of Understanding (Extension) with the Township of Alberton regarding Dog By-law Enforcement Services)

WHEREAS the *Municipal Act, 2001, c. 25 as amended* permits municipalities to enter into an agreement with one or more municipalities to provide for any matter which they have the power to provide within their own boundaries;

AND WHEREAS Council approved By-Law 55-20 entering into of a letter of understanding for providing dog by-enforcement services to the Township of Alberton on a one-year trial basis;

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

1. **THAT** the Letter of Understanding (Extension) between the Township of Alberton and the Town of Fort Frances in the form of schedule ‘A’ attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal to.

2. **THAT** this by-law shall come into force and take effect on the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer, Clerk

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES

(hereinafter referred to as "Fort Frances")

- and -

CORPORATION OF TOWNSHIP OF ALBERTON

(hereinafter referred to as "Alberton")

collectively referred to herein as the "Parties"

REGARDING: Continuation of Provision of specific Dog By-Law Enforcement Services by Fort Frances to Alberton

The Parties hereto acknowledge and agree as follows:

- 1. Council for the Township of Alberton wishes to continue to engage, and Fort Frances agrees to continue to provide, bylaw enforcement services from Town of Fort Frances related to vicious dogs at large and/or dog attacks which occur in Alberton during the 2022 calendar year.
- 2. Alberton Municipal Office staff will receive all dog-related calls from residents and will forward only those calls related to vicious dogs at large and/or dog attacks to Fort Frances by-law enforcement staff. Notification of need for service shall be provided by Alberton to Fort Frances by-law enforcement staff by telephone followed by confirming email.
- 3. The services to be provided to Alberton by Fort Frances by-law enforcement staff shall include response to complaints of vicious dogs at large and/or dog attacks as is deemed necessary and expedient by the Fort Frances by-law enforcement officer, and providing written reports to Alberton on complaints received and actions taken on behalf of Alberton.
- 4. Alberton confirms the authority of the Fort Frances by-law enforcement officer shall include all actions deemed necessary by the said officer to respond to the call for service, which specifically include authority for immediate impounding of a dog, laying of charges under the *Dog Owners Liability Act*, attending in court for prosecution, and issuing an order for and/or arranging for an animal to be put down (euthanized).
- 5. The Fort Frances by-law enforcement officer shall provide to Alberton written reports identifying steps taken for Township information and records. Updates on response(s) in progress will be provided to Alberton in order that it is aware of and apprised of matters.
- 6. Fort Frances acknowledges that Alberton receives few calls related to vicious dogs and, therefore, Alberton's requirement for service is expected to be sporadic.
- 7. The Parties agree that the cost for such services shall be as set out on Schedule "A" attached hereto and that such costs may be updated with the agreement of both Parties.

DATED this 11 day of NOVEMBER, 2021.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: June Caul, Mayor

Per: Gabrielle Lecuyer, Clerk

WE HAVE AUTHORITY TO BIND THE CORPORATION

CORPORATION OF THE TOWNSHIP OF ALBERTON

Per: Michael Ford, Reeve

Per: Dawn Hayes, CAO/Clerk-Treasurer

WE HAVE AUTHORITY TO BIND THE CORPORATION

SCHEDULE "A"**TO LETTER OF UNDERSTANDING REGARDING
DOG BY-LAW ENFORCEMENT SERVICES IN 2022**

The Parties hereto agree that the following specific terms regarding Dog By-Law enforcement services provided by Fort Frances to Albertain:

1. The provision of Services by Fort Frances to Albertain under this Letter of Understanding shall commence on Tuesday, January 4, 2022.
2. Services shall be provided on a one-year basis ending on January 3, 2023. Either or both of the Parties may decline to renew the Services for a further term with no further obligation to the other. The Parties may agree to extend the Services for such additional term as they desire and deem appropriate upon such terms and conditions as are mutually agreed.
3. The regular work hourly rate, including vehicle, during the initial one-year term shall be \$143.00 per hour plus HST, based on the 2021 charge-out rates for Public Works labour costs and half-ton trucks approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
4. While it is expected that Services will be provided during regular work periods, where the responding Fort Frances by-law enforcement officer is required to work outside of the regular work period, the overtime total hourly rate of \$199.72 plus HST shall apply to such hours in place of the \$143.00 per hour plus HST rate cited in paragraph 3 above.
5. The animal control impound fee of \$84.00 and protective care fees of \$21.15 per day shall apply to such services provided by Fort Frances to Albertain, which rates are based on the 2021 rates approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
6. Albertain shall be responsible for, and shall save Fort Frances harmless from, all costs and expenses related to the apprehension, harbouring and/or euthanasia of a vicious dog in Albertain, including medical expenses for vicious dogs captured, transported or harboured, and the cost of transport by Fort Frances of such dog to a local animal clinic for treatment or euthanasia at the rates set out in paragraphs 3 and 4 above.
7. In the event that a request is made by Albertain for preparation and provision to it of additional records and reports regarding Services, only one by-law enforcement officer shall perform such work and such work shall be charged to Albertain at the unapproved hourly rate of \$56.72 plus HST as approved under Fort Frances Council Resolution #529, which shall be confirmed by by-law on December 14, 2020.
8. The respective Councils for each of Fort Frances and Albertain shall approve an authorizing by-law to formally give effect to this Letter of Understanding and the Services, actions and costs contemplated in it.

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. XX / 21

(Being a by law to approve a funding agreement with Northern Ontario Heritage Fund Corporation (NOHFC) under the Community Enhancement Program (Rural Enhancement Stream) Project Number: 7510009 – FF Senior’s Centre Expansion

WHEREAS Section 22 of the Municipal Act, 2001, c. 25 as amended, authorizes Councils of local municipalities to pass by-laws to enter into agreements with the Province of Ontario, if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS on November 22, 2021 Council received a report from the Recreation and Culture Manager, to enter into a Transfer payment Agreement (NOHFC) for the Fort Frances Senior’s Centre Expansion based on the recommendation of the Community Services Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a funding agreement with NOHFC

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

1. THAT the Mayor and the Clerk be authorized on behalf of the Municipality, to execute, and to affix the Corporate Seal of the Municipality, as per Schedule “A” attached and forming part of this by-law.
2. THAT this by law shall come into force and take effect on the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer, Clerk



Suite 200, Roberta Bondar Place, 70 Foster Drive, Sault Ste. Marie, Ontario P6A 6V8
Tel: 1 705 945-6700 or 1 800 461-8329 @nohfc nohfc.ca



Place Roberta Bondar, 70, promenade Foster, bureau 200, Sault Ste. Marie (Ontario) P6A 6V8
Tél: 1 705 945-6700 ou 1 800 461-8329 @sgfpno sgfpno.ca

November 1, 2021

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

Attention: Aaron Bisson, Recreation and Culture Manager

RE: NOHFC Project 7510009

Enclosed are:

- the proposed conditional contribution agreement between the Town of Fort Frances and the Northern Ontario Heritage Fund Corporation (NOHFC)
- a chart showing other documents to be completed and returned to NOHFC
- a copy of NOHFC's electronic funds transfer (EFT) information form, to be filled in with payment information (please note that although the EFT information may have been submitted for other projects, it is a requirement for each approved project)

If the agreement is acceptable, **please arrange for signatures on all copies by an authorized signatory of Recipient and return all of the signed copies, together with a completed Schedule C, and a completed and signed EFT information form to me.** One copy will be returned to you after signing by NOHFC.

Please be advised that the agreement does not enter into effect until NOHFC has signed the agreement and we therefore ask that you sign and send the agreement to NOHFC for its signature within 60 days.

After the agreement has been fully executed, your project officer Leanne Mose, Phone (807) 276-4290 Leanne.Mose@ontario.ca will provide you with an electronic version of the Request for Funds Form in Schedule D for your convenience. Please contact your project officer if there are any aspects of the agreement that you wish to discuss.

Sincerely

John Guerard
Executive Director (A)

Northern Ontario Heritage Fund Corporation

**Schedules to be completed and
Documents to be returned with Signed Legal Agreement**

Definitions:

"Recipient" means: Town of Fort Frances

"NOHFC" means Northern Ontario Heritage Fund Corporation

Item #	Documents to be completed and returned with signed legal agreement	Requirement
1.	<p>Schedule C – located in the agreement</p> <p>This form requires you to fill in the following information:</p> <ul style="list-style-type: none"> • milestones for the Project, and their timing, in the Project Plan area • NOHFC Claim Schedule, indicating how the Funds are projected to be requested during the course of the Project • insert Project completion date of the Agreement - should reflect the proposed date that the Project will be completed 	Mandatory
2.	<p>Electronic Funds Transfer information form (separate form)</p> <p>This form requires you to fill in banking information required for Electronic Funds Transfers from NOHFC to the Recipient</p> <p>REMEMBER TO INCLUDE A VOID CHEQUE</p> <p><i>NOTE: ALTHOUGH AN EFT FORM MAY HAVE BEEN SUBMITTED FOR OTHER PROJECTS, IT IS A REQUIREMENT FOR EACH AND EVERY APPROVED PROJECT.</i></p>	Mandatory

THE AGREEMENT made

B E T W E E N:

NORTHERN ONTARIO HERITAGE FUND CORPORATION

a corporation existing under the laws of Ontario

(“NOHFC”)

- and -

CORPORATION OF THE TOWN OF FORT FRANCES

a municipality under the laws of Ontario

(the “Recipient”)

Background:

NOHFC has among its objects the promotion and stimulation of economic initiatives in Northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency;
- (e) “include”, “includes” and “including” shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

1.2 Definitions. In the Agreement the following terms shall have the following meanings:

"Agreement" means this agreement for Project number 7510009 entered into between NOHFC and the Recipient and includes all of the schedules listed in section 26.1.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives and/or guidelines issued pursuant to that Act.

"Business Day" means a day other than a Saturday, Sunday, or any statutory holiday in the Province of Ontario.

"Conflict of Interest" has the meaning ascribed to it in section 7.2.

"Effective Date" is the date the Agreement is signed by NOHFC.

"Eligible Project Costs" means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between March 23, 2021 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule "B".

"Event of Default" has the meaning ascribed to it in section 14.1.

"Excess Funds Amount" means the excess, if any, of $X - Y$ where
 "X" is the amount of Funds provided to the Recipient under the Agreement; and
 "Y" is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money NOHFC provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

"Ineligible Project Costs" means all Project costs that are not Eligible Project Costs.

"Maximum Funds" means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) \$466,125.

"NOHFC Claim Schedule" means the NOHFC claim schedule set out in Schedule "C".

"Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming.

"Notice" means any communication given or required to be given under the Agreement.

"Party" means either NOHFC or the Recipient and **"Parties"** means NOHFC and the Recipient.

"Project" means the undertaking described in Schedule "A" and in the Project Plan in Schedule "C".

"Project Budget" means the budget for the Project set out in Schedule "B".

"Project Costs Chart" means the chart of Project costs set out in Schedule "B".

"Project Funding Chart" means the chart of Project funding set out in Schedule "B".

"Project Percentage" means 75%.

"Project Plan" means the chart setting out milestones/activities and timelines for the Project and the Project completion date, in each case as set forth in Schedule "C".

"Quarter" or **"Quarters"** means one or more of the following four periods of time in NOHFC's fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

"Reports" means the financial and progress reports described in Schedule "E" and any other reports requested by NOHFC.

"Request for Funds" means the form set out in Schedule "D" of the Agreement.

"Wind Down Costs" means the Recipient's reasonable costs to wind down the Project.

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;

- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect, except as set out to the contrary in the Agreement; and
 - (d) no Conflict of Interest exists.
- 2.2 Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:
- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
 - (b) establish decision-making mechanisms;
 - (c) provide for the prudent and effective management of the Funds;
 - (d) establish procedures to enable the successful completion of the Project;
 - (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
 - (g) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4 Supporting documentation.** Upon request, the Recipient shall provide NOHFC with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

- 3.1 Term.** The term of the Agreement shall commence on the Effective Date and shall expire after the occurrence of all of the following unless terminated earlier pursuant to Article 13 or Article 14:
- (a) the completion of the Project in accordance with the terms and conditions of the Agreement; and
 - (b) the receipt by NOHFC of all Reports required under this Agreement satisfactory to NOHFC.

3.2 Project and use of Funds. The Recipient shall:

- (a) carry out the Project;
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and other orders, rules, by-laws, and industry standards applicable to any aspect of the Project;
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.

**ARTICLE 4
CHANGES**

4.1 No changes. The Recipient shall:

- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient;
- (b) abide by the terms and conditions NOHFC may require in giving such consent.

4.2 Notification. The Recipient shall notify NOHFC promptly if it becomes aware of:

- (a) any actual or potential material changes to the Project and/or Project Budget; and
- (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement.

**ARTICLE 5
FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

5.1 Obligation to fund.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
- (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.

5.2 Payment of Funds.

- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
 - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;
 - (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
 - (i) a completed Request for Funds; and
 - (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

5.3. Limitations on funding.

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
 - (i) vary the amount of Eligible Project Costs that it reimburses; and
 - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
 - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000;
 - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
 - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.

- (d) NOHFC shall hold back 10% of \$466,125, to be released only after all of the following have occurred:
 - (i) completion of the Project in accordance with the Agreement;
 - (ii) receipt by NOHFC of all Reports required under the Agreement; and
 - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. Conditions of funding. NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;

- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project, including a council resolution indicating that it is committed to covering any cost overruns; and
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank account by way of electronic funds transfer.

ARTICLE 6 ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF BUILDINGS AND FACILITIES

- 6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than \$25,000 a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Movement and Disposal of assets.** The Recipient shall not, without NOHFC's prior written consent and subject to the following Section 6.3, during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C", sell, lease or otherwise dispose of, or store or move to any location outside of Northern Ontario, any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, the Recipient shall own or lease all buildings, facilities or land purchased, constructed or improved with the Funds during the period from the Effective Date to the date that is three years after the project completion date set out in Section 3 of Schedule "C". This obligation shall survive the expiry or termination of the Agreement.

ARTICLE 7 CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of Interest includes.** For the purposes of this Agreement, a Conflict of Interest includes:

- (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
- (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or could, or could be seen to interfere with, the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

7.3 Disclosure to NOHFC. The Recipient shall:

- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of such disclosure.

ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

8.1 Preparation and submission. The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

8.2 Record maintenance. The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

8.3 Inspection. NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
 - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.
- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
 - (b) Eligible Project Costs incurred by the Recipient to date;
 - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
 - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of NOHFC or the government of Ontario.
- 9.3 **Signage.** At NOHFC's request, the Recipient shall install and maintain in good condition one or more signs or plaques supplied by NOHFC to acknowledge NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project as approved by NOHFC.

ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement.

ARTICLE 12 INSURANCE

- 12.1 **Recipient's insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence. The policy shall include the following:
- (i) Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (ii) a cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) a 30 day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.

- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

ARTICLE 13 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:
- (a) shall have no further obligation to make any payment of Funds;
 - (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
 - (c) may determine the Recipient's reasonable Wind Down Costs, and either:
 - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
 - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 14 EVENT OF DEFAULT AND CORRECTIVE ACTION

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
 - (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
 - (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
 - (i) carry out and complete the Project by the Project completion date specified in Schedule "C";
 - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
 - (iii) use or spend Funds; and/or

- (iv) provide Reports;
 - (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
 - (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors is instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;
 - (g) the Recipient ceases to operate; or
 - (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.
- 14.2 **Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:
- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) suspend the payment of Funds for such period as NOHFC determines appropriate;
 - (c) reduce the amount of the Funds;
 - (d) cancel all further payment of Funds;
 - (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
 - (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
 - (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
 - (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
 - (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

- 14.3 Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:
- (a) of the particulars of the Event of Default; and
 - (b) of the period of time within which the Recipient is required to remedy the Event of Default.
- 14.4 Recipient not remedying.** If NOHFC has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:
- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
 - (b) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as NOHFC considers reasonable; or
 - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,
- NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).
- 14.5 Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15

PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 15.1 Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws and Standards.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers, if any, at all times comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

ARTICLE 17 REPAYMENT AND SET OFF

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.
- 17.2 **Interest rate.** NOHFC may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in writing and delivered.** Notice shall be in writing and shall be delivered by personal delivery or courier, mailed by registered mail, or sent by fax or email, and shall be addressed to the Parties respectively as follows, or as either Party later designates to the other by Notice.

To NOHFC:

Northern Ontario Heritage Fund
Corporation
70 Foster Drive, Suite 200

To the Recipient:

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

Sault Ste. Marie, Ontario P6A 6V8

Attention: Aaron Bisson, Recreation
and Culture Manager

Attention: Executive Director

Fax: N/A

Fax: 705-945-6701

Email: abisson@fortfrances.ca

E-mail:

NOHFC.FinancialServicesUnit@ontario.ca

- 18.2 **Notice given.** Any Notice given by personal delivery, registered mail or courier shall be deemed to have been given and received on the day of actual delivery thereof or if such day is not a Business Day, on the first Business Day thereafter. Any Notice given by fax or email on a Business Day before 4:00 p.m. shall be deemed to have been given and received on such Business Day, and otherwise shall be deemed to have been given and received on the first Business Day following sending.
- 18.3 **Postal disruption.** Despite section 18.2, following the occurrence and during the continuation of a postal disruption,
- (a) Notice by registered mail shall not be deemed to be given or received; and
 - (b) the Party giving Notice shall give Notice by email, personal delivery, courier, or fax.

ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **Invalidity or unenforceability of any provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 20 WAIVER

- 20.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

- 21.1 **Parties independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of NOHFC or any Indemnified Party and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.

- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

- 23.1 **Governing law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

- 24.1 **Agreement into effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9; Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 26 SCHEDULES

- 26.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule A - Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E - Reports; and
- (f) Schedule F – Change Request Form.

ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT

- 27.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

- 27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. If the Recipient wishes to amend the Agreement, the Recipient will complete the appropriate sections of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC is under no obligation to consider Change Request Forms submitted after this date. NOHFC may approve or reject all or part of any such change request in its sole discretion and may require the Recipient to enter into a separate amending agreement. In the event NOHFC signs a Change Request Form, this Agreement will be amended accordingly.

ARTICLE 28 BPSAA

- 28.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and in the event that there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with NOHFC;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

ARTICLE 30 SIGNATURE

- 30.1 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 30.2 **Execution by Electronic Means.** This Agreement may be executed by electronic signature and delivered by facsimile or e-mail transmission, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The words "execution," "signed," "signature," and similar words in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature.

**ARTICLE 31
TIME IS OF THE ESSENCE**

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

The Parties have executed the Agreement on the dates set out below.

**NORTHERN ONTARIO HERITAGE FUND
CORPORATION**

John Guerard
Executive Director (A)

Date

CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Position:

Date

Name:
Position:

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"***PROJECT DESCRIPTION*****1. Project summary**

The Recipient will expand its Seniors Centre by causing the engineering, design, and construction of an addition to the building, anticipated to be 1800 square feet.

2. Project purpose

The expansion will mitigate current issues with the space, and help the municipality offer programs that support the health and wellness of its aging population.

3. Project location

Fort Frances, ON

SCHEDULE "B"
PROJECT BUDGET

1. **Project Costs Chart**

Project cost category	Eligible Project Costs	Ineligible Project Costs	Total cost
Construction / Renovation	\$565,000	\$0	\$565,000
Engineering / Design	\$56,500	\$0	\$56,500
TOTAL	\$621,500	\$0	\$621,500

2. **Project Funding Chart**

Funding sources	Financing type	Project cost category	Eligible Project Costs	Ineligible Project Costs	Total funding
NOHFC	Conditional contribution	Eligible Project Costs	\$466,125	\$0	\$466,125
Recipient	Own Resources	All Costs	\$155,375	\$0	\$155,375
TOTAL			\$621,500	\$0	\$621,500
NOHFC % of total Eligible Project Costs			75%		

SCHEDULE "C"

PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

1. Project Plan

Project milestones	Timing	
	Start (month/ year)	End (month/ year)

2. NOHFC Claim Schedule

	Funding Year 1 (ending Mar 31/20__)				Funding Year 2 (ending Mar 31/20__)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Eligible Project Costs									
NOHFC claim									

3. Project completion date: _____

SCHEDULE "D"
REQUEST FOR FUNDS FORM

Claim Number:

1. Project Progress

Project milestones	% Complete	Comments
TOTAL		

2. Is this the Recipient's final request for Funds for the Project?

- ☐ No
☐ Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)

REQUEST FOR FUNDS FORM

4. Eligible Project Costs - Claim status

Please complete this table below in conjunction with the tables in section 5 of this form.
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

Eligible Project Cost category	Total Eligible Project Cost amount	Total Eligible Project Costs of all claims submitted to date (not including this request)	Eligible Project Costs this request	Balance of Eligible Project Costs remaining (after this request)	Table no. if applicable (from section 5 of this form)
Construction / Renovation	\$565,000				
Engineering / Design	\$56,500				
TOTAL	\$621,500				
NOHFC Funds (75%)					

Total Eligible Project Costs this request: \$ _____ (A)

NOHFC % of Eligible Project Costs 75% (B)

Current Payment Request: \$ _____ (C)
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)

REQUEST FOR FUNDS FORM

5. Detailed Listing of Transactions for each Eligible Project Cost category

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

Table 1: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

Table 2: <Eligible Project Cost category: _____>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				Subtotal		

(Request for Funds Form continued on following pages. Please fill out all pages.)

SCHEDULE "D" (CONT'D)
REQUEST FOR FUNDS FORM

6. Certification

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "E"**REPORTS****REPORTS SCHEDULE**

Name of Report	Due Date(s)	Format and content requirements
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.

3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to Northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "E" (CONT'D)

REPORTS

FORM OF FINAL REPORT

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.

2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.

3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to Northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

Signature: _____

Date: _____

Name of signatory: _____

Title: _____

I have authority to bind the Recipient.

SCHEDULE "F"**CHANGE REQUEST FORM****Please complete all appropriate sections (to be completed by Recipient)****1. ☐ Amendment to NOHFC Claim Schedule***(For a requested amendment of \$100,000 or more in any Quarter)*

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	Funding Year 1 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

	Funding Year 2 (ending Mar 31/20)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ Changes in Project Plan*(Complete where the Project milestones or their timing change)*

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

Project milestones		Timing			
		Start (month/ year)		End (month/ year)	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)**CHANGE REQUEST FORM**

Reasons for requested amendment to the Project Plan:

3. ☐ Amendment to Project completion date

(Complete where an amendment to the Project completion date is requested.)

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: _____

Requested Project completion date: _____

Reasons for requested amendment to the Project completion date:

4. ☐ Transfer of costs between Project Cost Categories

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

Project Cost Category	Total Project Costs	
	PREV.	NEW
TOTAL		

Reasons for requested transfer of amounts between Project cost categories:

(Change Request Form continued on following page – please fill out all pages)

SCHEDULE "F" (CONT'D)**CHANGE REQUEST FORM****5. ☐ Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

6. Acknowledgement

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

CORPORATION OF THE TOWN OF FORT FRANCES

Date: _____

Print Name:

Position:

I have authority to bind the Recipient.

NORTHERN ONTARIO HERITAGE FUND CORPORATION

Date: _____

Name:

Position:

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO.XX/21

(BEING A BY-LAW to authorize the execution of an Agreement between The Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC and the Corporation of the Town of Fort Frances

WHEREAS *the Municipal Act, 2001, c. 25 as amended, Section 9*, grants a municipality the capacity, rights, powers, and privileges of a natural person for the purpose of exercising its authority under the Act or any other Act;

AND WHEREAS on October 25, 2021 Council received a report from the Manager of Operations and Facilities, to enter into an agreement with Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC based on the recommendation of the Operations and Facilities Executive Committee

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it necessary to enter into an Agreement with Honeywell Process Solutions- Smart Energy- Elster Solutions,

NOW THEREFORE be it resolved that council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as follows:

1. THAT the Mayor and the Clerk be authorized on behalf of the Town, to execute, and to affix the Corporate Seal of the Town, as per Schedule “A” attached to and forming part of this By-Law
2. THAT this By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer Clerk

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



THIS Master Agreement, ("Agreement") made this _____ day of July, 2021 (the "Effective Date") by and between Elster Solutions, LLC a Honeywell company and a Delaware limited liability company, with offices located at 2101 City West Blvd, Houston, TX 77042 ("ELSTER" or "Honeywell") and **Town of Fort Frances, with offices at 320 Portage Avenue, Fort Frances, ON, (Public Works Dept.)**, ("Town" or "Buyer"). Elster and Town may be referred to individually as a "Party" or collectively as the "Parties."

The following document(s) together with this document comprise a single contractual arrangement between Buyer and Elster for the purchase and use of the items described herein, and their terms thereof shall replace any prior versions of these documents currently in place among the Parties:

1. HPS- Sales Terms and Conditions
2. HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms
3. Software License Agreement
4. Software License Addendum 1: Supplemental Terms
5. Software Maintenance Agreement - Standard
6. FieldSense Agreement
7. Pricing

Any notice, demand or communication in connection with this Agreement, shall be in writing and may be delivered by hand or by first class postal service addressed to the recipient at its registered office or principal business address, and marked for the attention of the following individuals:

For Honeywell: Jennifer Phan, General Counsel
 2101 CityWest Blvd
 Houston, TX 77042
 email: Jennifer.Phan@Honeywell.com

For Buyer: Name/Title
 Address:

IN WITNESS, WHEREOF, the Parties have executed this Agreement in duplicate counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

ELSTER SOLUTIONS, LLC

BUYER: Town of Frances

Signature:

Name: Robert Henes
 Title: Commercial Manager
 Date: _____

Signature:

Name: _____
 Title: _____
 Date: _____

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



HPS- Sales Terms and Conditions (Exhibit 1)

Honeywell Process Solutions-Smart Energy- Elster Solutions, LLC
Sales Terms and Conditions
(United States of America – English)



1. GENERAL DEFINITIONS

- 1.1. **"Affiliate"** means any entity that controls, is controlled by, or is under common control with, another entity. An entity is deemed to "control" another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or to otherwise direct the affairs or management of the other entity. The term Affiliate includes, among other entities, subsidiaries.
- 1.2. **"Agreement"** means the written agreement, including these Sales Terms and Conditions and any addendum to them ("Addendum") together with relevant Orders, made between Buyer and Honeywell for the Deliverables.
- 1.3. **"Buyer"** means the entity issuing an Order.
- 1.4. **"Buyer Personal Data"** means Personal Data received by Honeywell from or on behalf of Buyer in connection with Honeywell's performance of its obligations under the Order as more particularly described in this Agreement.
- 1.5. **"Deliverables"** means equipment and parts (collectively **"Products"**), services (**"Services"**) and Software, each supplied or licensed by Honeywell to Buyer under an Order.
- 1.6. **"Honeywell"** means Elster Solutions, LLC or, the Honeywell International Inc. Affiliate that accepts the Order.
- 1.7. **"Order"** means a Buyer purchase order accepted by Honeywell.
- 1.8. **"Party"** means Honeywell or Buyer and **"Parties"** means both.
- 1.9. **"Personal Data"** means the definition in the EU General Data Protection Legislation (GDPR) (Regulation (EU) 2016/679) regardless of the applicable privacy laws.
- 1.10. **"Software"** means software (in any form, including as a service) and firmware provided by Honeywell, and all related documentation, data files, modules, libraries, and elements. Software includes any updates, upgrades, error corrections, changes or revisions delivered by Honeywell to Buyer under the Agreement or a separate agreement.

2. DELIVERY AND ACCEPTANCE

- 2.1. Delivery terms are EX-Works (INCOTERMS 2010) Honeywell's facility. Title to Products passes to Buyer when Honeywell places Products at Buyer's disposal at Honeywell's facility. Buyer grants Honeywell a security interest in Products until paid in full, subject to applicable law. Deliverables are deemed accepted unless Buyer sends written notice specifying reasonable basis for rejection within 30 days after delivery. Honeywell will, at its option, repair, replace, or re-perform rejected Deliverables.
- 2.2. If a delivery hereunder is delayed due to Buyer's actions or inaction, Honeywell may extend delivery time equal to the length of such delay and shall be entitled to receive compensation for reasonable costs incurred by Honeywell resulting from such delay.
- 2.3. Honeywell will invoice handling costs, including for additional storage and logistics, if Buyer does not take delivery within 30 days after Honeywell sends written notice to Buyer that the Deliverables are available for delivery.

3. PAYMENT

- 3.1. Buyer will pay invoices within 30 days from the date of invoice to the account specified by Honeywell with immediately available funds through electronic transfer. Honeywell may submit invoices electronically. Payment must be made in U.S. currency unless agreed otherwise in the Order.
- 3.2. Buyer must provide the following remittance information when making a payment: (a) invoice number, (b) amount paid. Payment must be in accordance with the "Remit To" field on each invoice. If remittance information is missing, Honeywell will invoice service fee of \$ 500 for each such occurrence.
- 3.3. Honeywell may make partial deliveries that will be invoiced as they are delivered.
- 3.4. Honeywell may also increase price and recover associated costs, for the following that occur between the date of the Order and delivery: (a) foreign exchange variation, (b) increased cost of third party content and materials, (c) periodic price increase of Products and Services, (d) impact of government tariffs, and (e) increases in costs of industrial metals as published by the London Metal Exchange (<https://www.lme.com>)
- 3.5. If Buyer pays late, Honeywell may: (a) suspend deliveries until all delinquent amounts and late interest, if any, are paid, (b) repossess Products or software for which payment has not been made, (c) charge interest for non-payment at lesser of 1.5 % per month for each full or partial month or the maximum legal rate available under governing law, (d) recover all costs of collection, including but not limited to reasonable attorneys' fees, and (e) combine any of the above rights and remedies as may be permitted by applicable law.

- 3.6. If Buyer does not dispute an invoice within 15 days after invoice date, Buyer has waived the right to do so. Honeywell reserves the right to correct any inaccurate invoices.

- 3.7. Buyer may pay by following credit cards: Visa, MasterCard or American Express. Honeywell accepts credit card payment only if the credit card is charged on the same day Honeywell invoices Buyer or before the date of the Honeywell invoice.

- 3.8. Buyer may not set off invoiced amounts against sums that are due from Honeywell. Honeywell extends credit only if Buyer maintains acceptable credit standing.

4. TAXES

Honeywell invoices for taxes, duties and charges, which are Buyer's responsibility, unless Buyer provides acceptable exemption verification.

5. FORCE MAJEURE AND DELAY

Except payment obligations, neither Party is liable for failure to meet its obligations affected by a force majeure event. If performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, Honeywell is entitled to adjust price, schedule and other affected terms.

6. WARRANTIES

- 6.1. Honeywell warrants Honeywell Products comply with applicable Honeywell specifications and are free from material defects in workmanship and material for 12 months after date of delivery, and Services materially comply with defined requirements for 30 days from the date services are performed. Third party warranties, if any, are transferred to Buyer to the extent Honeywell has the right to transfer. Honeywell will, at its option, repair or replace defective Products, if returned to Honeywell within the warranty period, and re-perform defective Services if notified to Honeywell during the warranty period. Products repaired or replaced and Services re-performed are warranted for the remainder of the original warranty period or 90 days (for Products) whichever is longer.

- 6.2. Honeywell is not, and will not be, liable for defects attributable to: (a) non compliance with Honeywell's instructions, (b) unauthorized alterations or repairs, (c) accident, contamination, abuse, or negligence, or (d) damage caused by failure of any item or service not supplied by Honeywell.

- 6.3. WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE REMEDIES IN THIS SECTION ARE BUYER'S ONLY REMEDIES FOR BREACH OF WARRANTY.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, OR THE LOSS OR CORRUPTION OF DATA, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF HONEYWELL RELATED TO THE ORDER WILL IN NO CASE EXCEED THE LESSER OF THE INITIAL ORDER PRICE OR US \$1,000,000. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

8. PATENT AND COPYRIGHT INDEMNITY

- 8.1. Honeywell will defend any suit against Buyer claiming that a Deliverable infringes a valid United States patent or copyright existing as of the Agreement effective date and will indemnify Buyer for any final judgment against Buyer resulting from the suit provided Buyer: (a) gives Honeywell prompt notice when Buyer becomes aware of a third-party claim, (b) gives complete authority and assistance (at Honeywell expense) for disposition of the claim, and (c) makes no prejudicial admission about the claim.
- 8.2. Honeywell has no liability, and Buyer will indemnify Honeywell for claims related to: (a) Deliverables supplied per Buyer designs, drawings or specifications, (b) Deliverables used other than for the purpose for which they were delivered, (c) combining a Deliverable with a product or software not supplied by Honeywell, (d) modification of a Deliverable by anyone other than Honeywell, (e) compromise or settlement made without written Honeywell consent, or (f) Buyer's failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Honeywell has no liability for Buyer's costs or attorney fees.
- 8.3. If an infringement claim is made or is likely, Honeywell may at its option and expense: (a) procure the right for Buyer to continue using the Deliverable, (b) modify the Deliverable to be non-infringing, or (c) accept return of the Deliverable (and terminate Buyer's applicable software license) and credit Buyer

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Honeywell

HPS -Sales Terms and Conditions Addendum 1: Supplemental Terms (Exhibit 2)

(United States of America – English)

Honeywell

Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

1. SUPPLEMENTAL TERMS RELATED TO WARRANTIES

1.1 Goods Warranty

Honeywell warrants that goods shall be delivered free of defects in material and workmanship. The warranty remedy period for goods shall end:

- (a) For meters and modules: twelve (12) months after date of shipment.
- (b) For handheld meter reading units: sixty (60) months after date of shipment.
- (c) For belt clips and optical probes: twenty-four (24) months after date of shipment.
- (d) For all other "goods" including gatekeepers, routers, repeaters, AGI nodes, mobile interrogators, VIDs: twelve (12) months after date of shipment.

All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

1.2 Goods Remedy

If a nonconformity to the foregoing warranty is discovered in the goods during the applicable warranty remedy period under normal and proper use, and provided the goods have been properly stored, installed, operated and maintained (Buyer to provide proper records), and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) repair or replace the nonconforming portion of the goods, or (ii) refund the portion of the price applicable to the nonconforming portion of goods.

1.3 Services Warranty

Honeywell warrants that services shall be performed in a good and workmanlike manner. The warranty remedy period for services shall end ninety (90) days after the date of completion of services.

1.4 Services Remedy

If a nonconformity to the foregoing warranty is discovered in the services during the applicable warranty remedy period, and written notice of such nonconformity is provided to Honeywell promptly after such discovery and within the applicable warranty remedy period, Honeywell shall, at its option, either (i) re-perform the nonconforming services or (ii) refund the portion of the price applicable to the nonconforming portion of the services.

1.5 Water and Gas Module Battery Warranty (to the extent applicable to this purchase)

Honeywell warrants that the water and gas module batteries shall be delivered free of defects in material and workmanship. The Module Battery warranty period shall be twenty (20) years after date of shipment.

1.6 Water and Gas Module Battery Remedy (to the extent applicable to this purchase)

If a warranted battery nonconformity is discovered in the Modules during the first 10 years from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed, operated and maintained (Buyer to provide proper records), and the nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell shall, at its sole option, either (i) repair or replace the nonconforming portion of the Module, or (ii) refund the portion of the price applicable to the nonconforming portion, less a prorated benefit the Modules have provided. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original warranty period.

If a warranted battery nonconformity is discovered in the Modules in years 11 through 20 from the original date of shipment, under normal and proper use, and provided the Modules have been properly stored, installed,

operated and maintained (Buyer to provide proper records), and the battery nonconformity is validated by Honeywell during the applicable warranty remedy period, Honeywell's sole obligation will be to provide Buyer with a discount on substantially equivalent replacement product at a prorated percentage, applied towards the published list prices in effect in the year the product is determined to be nonconforming, as determined by Honeywell through RMA, in accordance with the following schedule:

Years	Discount off of List Price
1–10	Does Not Apply
11	50%
12	45%
13	40%
14	35%
15	30%
16	25%
17	20%
18	15%
19	10%
20	5%

1.7 Additional Warranties

Notwithstanding the foregoing, certain warranties may be provided under the System License Agreement, the System Maintenance Agreement and the Handheld Unit Maintenance Agreement, but any such warranties are subject to the terms thereof and do not apply to the goods and services warranted in this Section.

1.8 Warranty Returns

For warranty returns of Honeywell manufactured products, Buyer will pay freight to Honeywell point of manufacture. Honeywell will provide all freight charges for return of repaired or replaced items from its factory. After expiration of the warranty period, Buyer is responsible for payment of any support or maintenance agreements for computer hardware and/or third party software used in the system.

1.9 Exceptions

In no event, shall Honeywell be responsible for gaining access to the goods, disassembly, reassembly or transportation of the goods or parts from or to the place of installation, all of which shall be at Buyer's risk and expense. Honeywell shall have no obligation hereunder with respect to any goods which (i) have been improperly repaired or altered; (ii) have been subjected to misuse, negligence or accident; (iii) have been damaged due to forces of nature; (iv) have been used in a manner contrary to Honeywell's instructions; or (v) are comprised of materials provided by or a design specified by Buyer.

Honeywell makes no system performance guarantees and offers no warranties as to the operation, function or performance of unapproved WAN solutions. Honeywell assumes no responsibility and offers no warranty for system components impacted by the use of unapproved WAN solutions. Use of unapproved WAN solutions nullifies all stated system performance guarantees.

The foregoing warranties are exclusive and in lieu of all other warranties of quality and performance, whether written, oral or implied, and all other warranties including any implied warranties of merchantability or fitness for a particular purpose, non-infringement or usage of trade are hereby disclaimed. The remedies stated herein constitute Buyer's exclusive remedies and Honeywell's entire liability for any breach of warranty. Notwithstanding the foregoing, goods and equipment manufactured by others and supplied by Honeywell, are warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer ("third party warranties"). For avoidance of doubt, third party

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Software License Agreement (“SLA” - Exhibit 3)
SOFTWARE LICENSE

1. **Agreement.** The specific software for which you have contracted and licensed (the “**Software**”) will be identified in a print or electronic document identified as “proposal”, “order”, “agreement” or similar name (the “**Order Form**”). Order Forms identify each transaction’s contracting entities, pricing and related provisions and may reference or link to supplemental terms, agreements, or policies and references to Order Form includes such documents. The Order Form together with this software license (the “**Software License**”) form a single contract (the “**Agreement**”).
2. **Parties.** “Honeywell”, “we”, “us” or “our” means Honeywell International Inc. or Affiliate(s) who execute or assent to the Order Form. “You” or “your” means collectively the other entities executing or assenting to the Order Form. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with, another entity. An entity “controls” another if it owns directly or indirectly a sufficient voting interest to elect a majority of the directors or managing authority or otherwise direct the affairs or management of the entity.
3. **License:** Subject to your payment of the fees set out in the Order Form, and strict compliance with the terms of this Agreement, we grant you a restricted, personal, limited, nontransferable, nonexclusive license, without right of sublicense, to use the Software, including any updates, upgrades, error corrections, changes or revisions to the same provided by Honeywell, and the related documentation for such Software (the “**Documentation**”), in each case solely for your internal business purposes and solely by the number of authorized users and in accordance with any limitation on scope or use in the Order Form (the “**Use Rights**”). You may not use or allow use of the Software for processing data of any person or entity other than you or your Affiliates except as agreed by us in writing. The Software license granted is effective on the date you first download, install or use the Software, and continues for the duration specified in the Order Form.
4. **Acceptable use:** You may not without our prior written consent: (a) copy (except for backup purposes), modify, sublicense, rent, lease, loan, timeshare, use in the operation of a service bureau, sell, distribute, disclose, publish, assign, grant a security interest in, encumber or transfer in any manner the Software or any license rights; (b) use the Software for other than for the Use Rights; (c) create derivative or merged works of the Software or separate the component parts of the Software; (d) input, upload, transmit or otherwise provide to or through the Software, any unlawful, injurious or malicious information, materials or code; (e) perform, publish or release any penetration or vulnerability assessments, benchmarks or other comparisons regarding the Software; (f) alter or remove any proprietary rights notices or legends on or in the Software; (g) use our trademarks, service mark, logos; (h) access or use or allow direct or indirect access or use of the Software for development, provision or use of a competing software service or product; (i) disclose any source code of which you become aware; or (j) disclose keys required to use the Software to any third party, except as explicitly provided for herein or circumvent any license management, security devices, access logs, or other software protection measures or modify, tamper with, reverse engineer, reverse compile or disassemble keys. Upon use of a new software key, you will not use the old key. You will not allow or enable a third party to engage in any of the foregoing. Any violation of the restrictions set forth in this Section shall constitute a breach of your Use Rights under this Agreement. There may be measures in the Software to prevent unlicensed or illegal use of the Software.
5. **Third-Party Use:** Except as stated in this License, you may not without our prior written consent, permit third parties to use the Software, except you may permit Affiliates and service providers (including data center or cloud providers) to access the Software solely for the purpose of providing services to you for your Use Rights and provided that you bind them to the Agreement and are responsible for their compliance with it, any breach by them and their acts and omissions.
6. **Support:** Unless agreed otherwise in writing, we do not provide any support, maintenance, installation or training. You may purchase ongoing software maintenance and support and related services from us for mutually agreed fees. You are responsible for selection of the Software and proper installation and use including verifying the results obtained from use and taking appropriate measures to prevent loss or theft of data. We are not responsible for any injury or damage to any persons or property resulting from the use by you of the Software. You will take precautions, establish procedures and post notices to ensure that persons and property are not harmed in the event of an error, malfunction or unexpected operation of the Software. We are not responsible or liable for any problems, unavailability, delay or security incidents arising from or related to: (i) conditions or events reasonably outside of our control; (ii) cyberattack; (iii) the public internet and communications networks; (iv) data, software, hardware, services, telecommunications, infrastructure or networking equipment not provided by us or acts or omissions of third parties you retain; (v) your and users negligence or failure to use the latest version or follow published documentation; (vi) modifications or alterations not made by us; (v) loss or corruption of data; (vi) unauthorized access via your credentials; or (vii) your failure to use commercially reasonable administrative, physical and technical safeguards to protect your systems or data or follow industry-standard security practices..
7. **3rd Party Licenses.** We may use open source software (“**OSS**”) and to the extent required by the licenses covering OSS, the terms of such licenses will apply to OSS in lieu of this Agreement. To the extent the licenses applicable to OSS: (i) prohibit any restriction with respect to such OSS, such restriction will not apply to such OSS; and (ii) require us to make an offer to provide source code or related information in connection with the OSS, such offer is hereby made. If required by our written contract with them, certain of our licensors are third party beneficiaries of the Agreement.
8. **Termination.** We may terminate immediately upon notice if you breach your obligations, including your Use Rights, engage in conduct that infringes our IPR or if you are insolvent, attempt to obtain protection from creditors or wind down operations. Upon termination or expiration you must immediately stop use of Software and return, destroy or delete, as directed by us, all copies of Software and associated keys and the license to the Software ends.

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Software License Agreement Addendum 1: Supplemental Terms (Exhibit 4)

HCE Software License Addendum 1: Supplemental Terms
(United States of America – English)



Capitalized terms used in this Addendum and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements, between the Parties.

SUPPLEMENTAL TERMS RELATED TO CONNEXO SOFTWARE LICENSE AND FEES:

1. CONNEXO SYSTEM LICENSE FEE STRUCTURE

1.1 Connexo license fees are determined by the size of the deployment (number of endpoints) and the features selected. For Netsense the base license fee includes the cost of the software, firmware, middleware, database and other third-party application software built into the Connexo application. For Insight, FieldSense and Route Manager, the base license fee includes the cost of the software, middleware, and other third-party application software built into the Connexo application. Base license fees and incremental license fees are invoiced after completing Connexo installation and onsite training. If the total number of AMI / AMR devices increase beyond the limits of the assigned tier, Buyer must upgrade to a higher tier and corresponding upgrade, backup and test system fees apply. Honeywell will conduct quarterly audits to determine if additional license fees are due. Any additional fees due will be invoiced following the audit with payment due thirty (30) days from the date of invoice and as provided in the EULA. No credit will be given following quarterly audits reflecting fewer meters on the system.

1.2 Applicable to Netsense, Insight, Route Manager and FieldSense, the Connexo system configuration depends on the size, and needs of the Buyer and includes the Connexo software with support for the following AMI/AMR devices: (a) Connexo/EnergyAxis residential electric endpoints, (b) Connexo/EnergyAxis commercial and industrial electricity endpoints, (c) Connexo/EnergyAxis Gatekeepers or Routers and (d) Connexo/EnergyAxis repeaters.

1.3 Applicable to Netsense only, each system includes two instances; one for production and one which may be used for back-up or test. Additional backup and test systems are available at incremental license fees.

1.4 Applicable to Netsense, Insight, Route Manager and FieldSense, the system tiers are based on size of deployment, beginning from 5,000 endpoints up to millions of endpoints.

1.5 Applicable to Netsense, Insight, Route Manager and FieldSense, the volume packs may be added to system tiers to achieve the desired quantity of endpoints.

1.6 Applicable to Netsense only, each system includes a license for AxisDetect, a geospatial tool which provides the topology of the AMI network and graphical network management functions to client end-users. Associated license fees for Google Maps are also included.

1.7 Applicable to Netsense and Insight only, the license fee is for the current version of the Software only, and does not include upgrades of the Software for Major Releases (defined herein). Major Release is a software upgrade that includes a significant functional change and are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees may apply in accordance with the Software Maintenance Agreement between the parties.

2. ADDITIONAL/OPTIONAL LICENSE FEES

Optional licenses are available for Honeywell supported Network Devices (defined herein below). Fees are based on the endpoints associated with each optional license. A Network Device is an individual appliance, component or peripheral from which the Buyer collects and analyzes data using the Software.

2.1 Street Lighting Nodes (applicable to Netsense only)

2.2 Water Modules: The Water option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA_Water modules and create marriage files, and setup and maintain data collection routes (applicable to Netsense only). Additional instances of Route Manager may be installed at a fee.

2.3 Gas Modules: The Gas option includes a site license, and one instance and installation of Route Manager, the software required to install and configure EA Gas modules, and create marriage files, and setup and maintain collection routes. (applicable to Netsense only) Additional instances of Route Manager may be installed at a fee.

2.4 Third party meters (applicable to Netsense only)

2.5 Home Area Network (HAN) Devices (applicable to Netsense only)

2.6 Distribution Automation Devices. (applicable to Netsense only)

2.7 Wide Area Network (WAN) Enabled Meters. (applicable to Netsense only)

2.8 Applicable to Netsense, Insight, Route Manager and FieldSense, optional Features and Interfaces: Honeywell reserves the right to commercialize new features, endpoints and interfaces as optional add-ons to the base system features. Additional license fees may apply unless the feature or interface was part of the contractual scope jointly agreed between Honeywell and the Buyer.

2.9 System Expansion and Project Implementation Services: System expansions and project implementation services to deploy the Connexo system can be provided on time and material (T&M) basis, to be furnished upon request at the then-current rates.

2.10 Applicable to Netsense, VM Option: Honeywell provides, as a free of charge option, a pre-installed virtual machine image (VM) of the Connexo System for use in hosting the application in a VM environment. If the Buyer selects this option, the Buyer shall be responsible for any third party VM software, the support services of such hardware, or third-party hosting services fees

3. ORACLE LICENSE

Netsense, FieldSense and Insight (applicable to Insight only if the Buyer chooses the internal database option) may include source code that Oracle has provided as part of its standard programs. The terms of such licenses shall be governed by this Agreement.

4. LICENSED SOFTWARE APPLICATIONS:

Connexo Software Applications: (mark all those that apply)

Connexo Netsense: ____

Connexo Insight: ____

Connexo FieldSense: ____

Route Manager: ____

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Software Maintenance Agreement – Standard (Exhibit 5)

Honeywell Process Solutions – Smart Energy – Elster Solutions, LLC
HPS Software Maintenance Agreement – Standard
(United States of America – English)



Honeywell will provide system maintenance services ("System Maintenance Services" or "SMA") for the Software licensed to Buyer pursuant to that certain HCE Software License Agreement ("License") between the parties. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the applicable agreements between the parties.

1. DEFINITIONS

- 1.1 **"Error"** means either: (a) a material nonconformity to the then-current applicable specifications; or a defect which materially impairs use; or (b) a defect which materially impairs use.
- 1.2 **"Casual Consulting"** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) general support regarding proper utilization of the applicable Software (b) assistance with Buyer's user documentation and technical manuals provided with the Program, and (c) guidance on the Program's intended, normal use.
- 1.3 **"Firmware Functional Upgrades"** means a Firmware Functional Upgrade that includes significant functional changes. Firmware upgrades are typically identified by a change in the first number of the firmware version number (e.g., 2.0 to 3.0). Firmware Functional Upgrades may incur an upgrade fee and/or hardware change as determined by Honeywell.
- 1.4 **"Firmware Maintenance Updates"** means the Firmware Maintenance Updates that are primarily bug fixes. Minor functionality changes may also be included. Maintenance Updates are typically identified by a change in the second decimal of the firmware version number (e.g., 2.0 to 2.1).
- 1.5 **"Firmware Updates"** include gatekeeper and endpoint node updates (REX, A3 NIC, water module, gas module, etc.) for application firmware and/or radio firmware, and will be applied by Honeywell as required. Firmware Updates are categorized as Firmware Functional Upgrades and Firmware Maintenance Updates.
- 1.6 **"Maintenance Release"** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.0 to 2.2.0.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.
- 1.7 **"Major Release"** is a software upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0 to 3.0.0). Software upgrade fees apply to Major Releases at a rate of up to twenty percent (20%) of Major Releases list price.
- 1.8 **"Minor Release"** means a Software Update that includes small functional changes. Minor releases are identified by a change in the first of the Application version number (i.e., 2.2.0.0 to 2.3.0.0) releases occur as needed to meet individual product market needs.
- 1.9 **"Patch"** means software patches that include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.0 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.
- 1.10 **"Route Manager Updates"** include one software update per year per instance of Route Manager. Support services include upgrade for one instance of Route Manager. If Honeywell is required to update multiple instances of Route Manager, additional service fees will apply.
- 1.11 **"Software Updates"** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the Support Services under this Agreement.
- 1.12 **"Technical Support"** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the Program, (b) Diagnosis and troubleshooting (c) Attempted replication of errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error., (d) Remote installation of the applicable Program and Software/Firmware Upgrades, and (e) Over the Air (OTA) upgrades of Connexo network devices, meters and nodes, or upgradeable devices.

2. SUPPORT SERVICES

- 2.1 Support Services shall consist of Software Updates, Route Manager Updates, Firmware Updates, including Firmware Functional Upgrades and Firmware Maintenance Updates, as defined herein in Section 1.
- 2.2 Software Updates include distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD. Updates apply to the Software and modules originally licensed. Honeywell will specify any third party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third Party Software when Software Updates are distributed, and Buyer's installation and use of Software Updates shall be deemed Buyer's acceptance of Third Party Software license terms, and Buyer's agreement to be bound by such license terms. To the extent Third Party Software license terms are inconsistent with the terms of the License, third Party Software license terms

shall control with respect to the third Party Software.

- 2.3 Support Services are available for the latest commercially released version of the Program (N), and for the previous commercially released version of the program (N-1) with limited support for N-2 versions and older. With each new release of the Program, the version purchased by the Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the Program has reached end of life, and system support is limited to emergency recovery for Severity 1 issues. Honeywell will not provide security or functional updates for commercially released versions of N-2 and older. If Buyer continues to use an N-2 or older version of software, Buyer is responsible for taking measures to reduce the security risk, including but not limited to limiting network access and physical access to the system. N-2 systems are subject to standard SMA fees plus a 30% adder. Version N-3 and older signify the Program has reached end of life and system support is limited to emergency recovery for Severity 1 issues if possible. If recovery is not possible, Buyer must upgrade its Program to continue operation. N-3 and older systems are subject to standard SMA fees, plus a 30% adder, plus a per-call hourly support fee of \$500.
- 2.4 The goal of Support is to identify and remedy defects or malfunctions in the Software causing them to fail to perform in accordance with the agreed specifications and documentation ("Problems"). Honeywell may make new versions of the Software available containing material upgrades, updates, or enhancements or new features and functionality, as well as any interim combination of incremental or cumulative patches or fixes ("Updates") concurrently for all customers.

3. LEVELS OF SUPPORT

Honeywell offers the following levels of Support:

- 3.1 **9X5 Support-** Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.
- 3.2 **12X7 Support-** Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.
- 3.3 **24X7 Support-** Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.
- 3.4 **Emergency On-Site Support-** Available for a Severity 1 issues, as defined in Section 4, that occur outside of contracted support hours for customers on 9x5 or 12x7 support plans. Emergency support excludes upgrades and other requests made solely for the business convenience of the Buyer. Emergency on call support is available 7 days a week, including Honeywell holidays. Emergency calls are directed to a Honeywell support representative. If the support representative is unavailable to accept the call, callers will be directed to voice mail, and Honeywell's support representative will return the call within one (1) hour of receipt. Returned calls will be charged per fees described in Section 8.2 herein for Emergency On-Call Support.
- 3.5 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect Honeywell's availability schedule will be communicated to the Buyer as soon as reasonably possible. Alternate hours are available for an additional fee Buyer's Selected Support.
- 3.6 **Buyer's Selected Support Level:** [Enter support level listed in Pricing]

4. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

4.1 Severity

Honeywell will assign to each Problem properly reported (a "Reported Problem") a tracking ID and will prioritize, manage and respond to it based upon severity as described below.

Level	Definition
Severity 1	The entire Software system is unusable, operational use has been suspended, and no workarounds have yet been identified.
Severity 2	The Software system is usable, however, a serious problem exists that is repeatedly adversely impacting usage without an acceptable workaround
Severity 3	The Software system has a problem that does not have a significant impact on the function or business process. An alternative solution or acceptable workaround exists.
Severity 4	Product feature inquiry or minor problem that has minimal or no impact to operations.

4.3

- 4.4 **Response.** Measurement of response time begins when we log a Reported Problem. Problems received outside Support Hours may be answered by an answering service and we may log them at the beginning of the next business day. We provide limited coverage outside of Support Hours but will work towards resolution of Severity 1 cases to the extent resources are available. For Severity 1 & Severity 2 issues, you must initiate a

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)



FieldSense Agreement (Exhibit 6)
Honeywell Process Solutions- Elster Solutions, LLC
FieldSense Agreement
(United States of America – English)



This FieldSense Agreement is governed by the HPS Sales Terms and Conditions, by and between Buyer and Honeywell, as well as the MeterSense License Agreement defined herein. In the event of any conflict between this FieldSense Agreement, the HPS Sales Terms and Conditions and any other Addenda, the terms and conditions of this FieldSense Agreement shall prevail with respect to the subject matter hereof. Capitalized terms used in this FieldSense Agreement and not otherwise defined have the meanings given to them in the respective Agreement or Addenda.

1. PURPOSE

This Agreement establishes a commitment between Honeywell and Buyer for the provision and system support for a FieldSense offering where Honeywell provides software and support needed to run the FieldSense system. This Agreement clarifies the responsibilities of each Party and the support and maintenance provided with the FieldSense system.

2. DEFINITIONS

2.1 **“Casual Consulting”** means telephone and email system support that does not require access to the production, test or backup system, and is limited to information readily accessible to tech support personnel, such as operation manuals and similar documentation including: (a) General support regarding proper utilization of the applicable Software; (b) Assistance with Honeywell’s user documentation and technical manuals provided with the Program, and (c) Guidance on the Program’s intended, normal use.

2.2 **“Error”** shall mean either: (a) a material nonconformity to the then-current applicable specifications; or (b) a defect which materially impairs use.

2.3 **“Maintenance Release”** is a Software Update that includes fixes for known issues or operational problems which cause the application not to perform as designed. Maintenance Upgrades are typically identified by a change in the second decimal of the Application version number (i.e., 2.2.2.0 to 2.2.3.0). Maintenance Upgrades are released as needed, typically 3 to 6 months apart.

2.4 **“Major Release”** – is a Software Upgrade that includes significant functional changes. Major Releases are identified by a change in the whole number of the Application version number (i.e., 2.0.0.0 to 3.0.0.0).

2.5 **“MeterSense Software”** means the Metercat software that is part of Connexo FieldSense and is being licensed to Buyer for Buyer’s use pursuant to the terms and conditions of the Metersense License Agreement.

2.6 **“MeterSense License Agreement”** means the end-user license agreement for MeterSense Software that the Buyer is required to accept for any use, connection to, and/or access to the FieldSense system. The Buyer accepts by the MeterSense Software by clicking the “I ACCEPT” button or installing or using the MeterSense Software.

2.7 **“Minor Release”** – is a Software Update that includes small functional changes. Minor releases are identified by a change in the first decimal of the Application version number (i.e., 2.2.0.0 to 2.3.0.0). Minor releases occur as needed to meet individual product market needs.

2.8 **“Patch”** is a Software Patches include fixes for a known issue or operational problem which cause the application not to perform as designed. Patches are identified by a change in the third decimal of the Application version number (i.e., 2.2.2.2 to 2.2.2.3). Patches are released as needed. Patches target only portions of the software files, and do not require a full software upgrade.

2.9 **“Technical Support”** means support that may require more experienced technical support personnel, system analysis, and access to the production, test or backup system including: (a) Technical assistance specific to the operation of the FieldSense system; (b) Diagnosis and troubleshooting; (c) Attempted replication of Errors reported by Buyer. Honeywell shall use commercially reasonable efforts to resolve replicated errors by providing: (1) a reasonable work-around; (2) a change to the Program code; or (3) an action plan for resolving the error and (d) Remote installation of the applicable Software.

2.10 **“Software Updates”** means the Major Releases, Minor Releases, Maintenance Releases and Patches included in the FieldSense Support Services under this Agreement. Software Updates include either by remote or hard-copy distribution of one (1) copy of any corresponding standard documentation updates on CD or DVD.

3. FIELDSENSE SUPPORT SERVICES

For the term of the FieldSense Agreement, Honeywell will provide to Buyer, Casual Consulting and Technical Support for the FieldSense system, this includes Software Updates, Patches, Minor Releases, Major Releases and Maintenance Releases of the MeterSense Software.

FieldSense Support Services are available for the latest commercially released version of the MeterSense Software (N), and for the previous commercially released version of the Software (N-1). With each new release of the Software, the version purchased by Buyer will age by (-1). Versions N and N-1 are fully supported. Version N-2 signifies the MeterSense Software has reached end of life, and system support will be limited to Severity 1 issues defined herein below while allowing Buyer time to complete Software upgrades. Version N-3 signifies the MeterSense Software has reached end of life support, and thus no longer supported by Honeywell. Honeywell has no liability, and Buyer agrees to indemnify Honeywell for claims related to Buyer’s failure to install updates, upgrades, error corrections, changes, or revisions provided by Honeywell. Buyer must upgrade its Software to continue system support. The Parties may amend this FieldSense Agreement to add additional modules licensed by Buyer, subject to additional Fees and terms. Honeywell reserves the right to commercialize uniquely new

features, endpoints and interfaces as optional add-ons to its base system features. Additional system maintenance fees may apply unless the feature or interface is part of a contractual scope jointly agreed to by the Parties. Support and maintenance of third-party software, such as the computer operating system, must be obtained from the supplier and is the responsibility of Buyer. Honeywell will provide support for embedded software within the Connexo FieldSense Software, subject to third-Party support terms to which Honeywell is a party.

4. TERM AND RENEWAL OF THIS AGREEMENT

The term of this FieldSense Agreement shall commence upon the installation, downloading, access or other use of the Metersense Software and shall continue for successive one year periods, which shall automatically renew (each year a “Renewal Term”) under the same terms and conditions set forth herein without further documentation being required, subject to Honeywell’s rights of revision as described below, and unless and until either Party terminates this FieldSense Agreement in accordance with the terms stated herein (the “Term”).

5. FIELDSENSE HARDWARE/ TOOLS

5.1 The Honeywell CT-60 Handheld and the Bluetooth Optical Probe are optional, and warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

5.2 The Belt Clip Radio is required for EA Inspector and EA Installer deployments, and is warranted in accordance with the Warranty terms in the HPS Sales Terms and Conditions.

6. THIRD PARTY SOFTWARE

Honeywell will specify any third Party Software that Buyer is required to have for each Software Upgrade. To the extent Software Updates contain new third party Software, Buyer agrees to comply with all license terms associated with such software. Honeywell shall notify Buyer of new third party Software when Software Updates are distributed, and Buyer’s installation and use of Software Updates shall be deemed Buyer’s acceptance of third party Software license terms, and Buyer’s agreement to be bound by such license terms. To the extent third party Software license terms are inconsistent with the terms of the Metersense License Agreement, third party software license terms shall control with respect to the third party software.

7. LEVELS OF SUPPORT

7.1 Honeywell offers the following levels of Support:

7.1.1 9 x 5 Support

Includes Casual Consulting and Technical Support Monday through Friday from 8:00 AM to 5:00 PM, per customer specific time zone, including US Eastern, US Central, US Mountain and US Pacific time zones as applicable except for Honeywell holidays.

7.1.2 12 x 7 Support

Includes Casual Consulting and Technical Support seven days a week from 8:00 AM to 8:00 PM US Eastern, including Honeywell holidays. Alternate hours are available for an additional fee.

7.1.3 24 x 7 Support

Includes Casual Consulting and Technical Support from 8:00 AM to 8:00 PM US Eastern and technical support 8:00 PM – 8:00 AM US Eastern, including Honeywell holidays.

7.2 Alternate hours are available for an additional fee. Unanticipated office closures due to conditions of force majeure or other unforeseen events that affect the Honeywell’s availability schedule will be communicated to the Buyer as soon as reasonably possible.

7.3 **Buyer’s Selected Support Level:** [Enter support level listed in Pricing]

7.4 To change support levels, Buyer must request such change in writing no later 90 days prior to the expiration of the then-current term. Honeywell will approve or reject the request in writing no later than 30 days prior to expiration of the then current term. If approved, Honeywell will invoice Buyer for the new level of support, payable within 30 days of the expiration of the then current-term, and all approved changes will be effective as of the effective date of the renewal term. Any change in support levels will be added as an amendment to the Selected Support Level table and to Pricing Schedule.

8. SEVERITY OF BUYER CASES AND RESOLUTION TIMES

8.1 Severity 1 Issues: means the system is not functioning, unavailable, or unusable, or billing data is lost. Defects are critical in nature, do not allow the system to fully operate or impact data integrity, do not have workarounds and demand immediate action. Data integrity is defined as 10% or more of the actively communicating meters not read or processed. Examples include: Connexo hangs; Can’t login to GUI; Billing schedule fails to run or meter read success rate is unacceptable (below 90%), and WAN is properly functioning; Integration application fails (if provided by Buyer); Database needs to be recovered from a backup copy (system fail over). In addition to opening a case, the Buyer shall report Severity 1 issues via the Connexo support line (866-554-9007) using the Buyer specific PIN. Response time on Severity 1 Issues provides that Honeywell will acknowledge the customer call reporting such problems by phone or email within one

Honeywell Process Solutions- Smart Energy- Elster Solutions, LLC
Master Agreement
(United States of America – English)

Honeywell

Personalized Pricing information (Exhibit 7)

Date: DEC 11 2020

Purchase Order

To

Elster Solutions Canada Inc
PO Box 15679
Station A
Toronto ON M5W 1C1
Canada

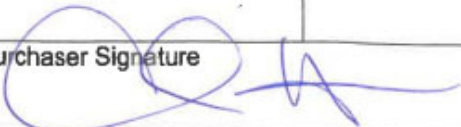
Ship To

Town of Fort Frances
Public Works Dept.
960 Wright Ave N.
Fort Frances, ON
P9A 3J9

Order # PO CM2020-01	Delivery Via	Routing
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Please Ship the Following Items as Specified

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1.	1ea.	RF Boltz Clip Interface Module	1	\$1611.21	
2.	1ea.	Connexo FieldSense Server	1	\$2531.25	2531.25
3.	-	Training - 2days	-	\$2475.00	2475.00
4.	1ea.	Standalone Metercat - no cost	1	-	-
5.	1ea	CT-60 Startup Bundle	1	4675.00	4675.00
Total					9681.25

Special Instructions	Purchaser Signature
	

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX / 21

(BEING a by-law to authorize the Mayor and Clerk to sign the minutes of settlements with the Ministry of Environment, Conservation and Parks re: Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system)

WHEREAS *Section 5 (3) of the Municipal Act, S.O. 200 I, Chapter 25 as amended*, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS *Section 9 of the Municipal Act, S.O. 200 I, Chapter 25 as amended*, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS on December 13th, 2021, Council received a report from the Manager of Operations and Facilities recommending the signing of the minutes of settlements with the Ministry of Environment, Conservation and Parks re: Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system

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

1. THAT Council of the Town of Fort Frances hereby authorizes the Mayor and Clerk to execute the signing of the Minutes of Settlement on behalf of the Corporation relating to the Ministry of Environment, Conservation and Parks - Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system as attached hereto and forming part of this by-law as Appendix "A"
2. THAT this by law shall come into force and take effect on the final passing thereof.

Enacted and passed this 13th day of December 2021.

J. Caul, Mayor

G. Lecuyer, Clerk

PROCEEDING COMMENCED UNDER section 127(1) of the *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended (SDWA);

Appellant: The Corporation of the Town of Fort Frances
 Respondent: Ontario (Environment, Conservation and Parks)
 Subject of Appeal: Appeal of conditions on a municipal drinking water licence for the Town of Fort Frances drinking water system
 Reference No.: 224-101
 Upper Tier: Rainy River District
 OLT Case No.: 21-032
 OLT Case Name: Fort Frances (Town) v. Ontario (Environment, Conservation and Parks)

MINUTES OF SETTLEMENT

WHEREAS the Director, Ministry of the Environment, Conservation and Parks (the “**Director**”) issued Municipal Drinking Water Licence #224-101, Issue #3, dated May 11, 2021 (hereafter the “**Licence**”) to the Corporation of the Town of Fort Frances (hereafter the “**Town**”);

AND WHEREAS Schedule C, Table 3 of the Licence limits the annual average concentration of Total Chlorine Residual (TCR) of Media Filter Backwash Effluent to 0.02 milligrams per litre (the “**TCR Limit**”);

AND WHEREAS the Town appealed the License to the Ontario Land Tribunal (the “**Tribunal**”) on May 11, 2021; specifically, the TCR Limit;

AND WHEREAS the License expires in May 2026 at which time the Town will be required to apply for and obtain a renewed licence;

AND WHEREAS the Town requires time to make the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit;

NOW THEREFORE and WITHOUT PREJUDICE OR ADMISSION OF LIABILITY, the Town and the Director hereby agree to the following terms and conditions to settle the appeal, should the Tribunal accept this agreement:

1. The Tribunal will order the Director to amend the Licence by removing the TCR Limit;
2. Once the Tribunal has issued its order, the Director will issue a new license, the draft of which is attached to these minutes of settlement as Appendix A (the “**New Licence**”);
3. The Town commits to making every reasonable effort, including obtaining and or providing appropriate funding, to complete the physical alterations to the Fort Frances Drinking Water System necessary to comply with the TCR Limit prior to May 2026 when the Town will be required to apply for and obtain a licence renewal;
4. The Town acknowledges that the TCR Limit may be reinstated into a licence when the Town applies to renew the New Licence prior to its expiration. Whether this occurs will be entirely at the Director’s discretion. If the TCR Limit is reinstated the parties agree that the Town will not appeal the renewed licence solely on the ground that it imposes a TCR limit, and that the Town’s appeal rights will not otherwise be restricted;
5. Should the Town complete alterations to the Fort Frances Drinking Water System prior to May 2026, such that it is able to comply with the TCR Limit, the Town will inform the Director and agree that the TCR Limit may be immediately reinstated into the Licence without waiting for the May 2026 license renewal;

6. This Agreement does not in any way limit the authority of the Ministry of the Environment, Conservation and Parks (the MECP), the Minister of the MECP, MECP Directors or provincial officers to issue orders to the Town or any other person or entity in respect of the Licence or the New Licence including but not limited to orders related to issues covered by this Agreement, or orders in response to a breach of this Agreement by the Appellant, to address a change in facts or circumstances that may arise in the future; and
7. These Minutes may be executed in several counterparts by the solicitors acting on behalf of the Town and the Director and by original facsimile or electronic signature, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same agreement.

Dated:

Aziz Ahmed
 Appointed Director, Section 44, SDWA
 Manager, Municipal Water & Wastewater Permissions
 Ministry of the Environment, Conservation and Parks

Dated:

Town of Fort Frances

**RESOLUTION CONCERNING THE FORT-FALLS INTERNATIONAL BRIDGE
FOR CONSIDERATION BY COUNCIL December 13, 2021**

WHEREAS:

1. The Fort Frances—International Falls International Bridge [**“International Bridge”**] is a critical economic and community link connecting the Town of Fort Frances, Ontario and the City of International Falls, Minnesota;
2. The International Bridge sees more than 800,000 vehicle crossings annually, including:
 - a. tourists destined throughout Northwestern Ontario,
 - b. local trips for employment, business, recreational, educational, medical, emergency response, and family reasons,
 - c. commercial traffic serving the resource-based economy west of Thunder Bay, and
 - d. the importing of goods used in the mining, agricultural, and forestry sectors;
3. The International Bridge has been privately owned by the operators of local paper mills since it was built in 1908, and is currently owned, through subsidiaries, by the Packaging Corporation of America and Resolute Forest Products [**“Resolute”**], which is required by the *Customs Act* to provide the Canada Border Services Agency with facilities on the Canadian side of the International Bridge;
4. In Ontario, tolls on international bridges are authorized by the provincial Minister of Transportation under the *Toll Bridges Act*, but the bridge owners have placed their toll collection on the Minnesota side;
5. These tolls have become a growing concern for the citizens of Fort Frances and the surrounding communities, and deter American locals and visitors from crossing into Canada to support local businesses;
6. The only other privately-owned toll bridge connecting Canada and the United States is the Ambassador Bridge between Detroit and Windsor, which is 7,500 feet in length and charges less per crossing;
7. A January 31, 2006 public meeting revealed that one span of the International Bridge had only 15 to 20 years left in its lifespan before it needed to be replaced, at a then-estimated cost of \$8 million (USD);
8. Since 2006, it has been understood that high tolls were being charged by the bridge owners in order to rehabilitate the bridge in the 2020s, but Resolute now indicates that it wishes to divest itself from ownership, after collecting these high tolls for many years;
9. Council adopted resolutions in 2005 and 2006 calling on the Government of Canada and the Government of Ontario to acquire the International Bridge and make it a public asset without tolls, but those calls went unanswered;

10. The Town of Fort Frances and its neighbouring communities are concerned that new private ownership of the International Bridge will result in even higher tolls or that public access to the bridge will be compromised for safety or financial reasons;
11. Ontario's *Toll Bridges Act* permits the Government of Ontario to enter into agreements with any Canadian or foreign authority for "the joint financing, construction or operation of any international bridge or tunnel and for any matter incidental thereto", as reflected in the provincial and state governments' \$30 million investment to replace the Rainy River—Baudette Bridge, which continues to operate without tolls;
12. Access to the International Bridge facilitates treaty obligations, including under the Jay Treaty of 1794, which allows Indigenous people from Canada to live and work freely in the United States, and allows access to traditional territories in northern Minnesota; and
13. The Town of Fort Frances' strategic plan recognizes that the community is in a period of economic transition, with a renewed focus on tourism, forestry, and mining sectors, and that its prosperity requires improved border access and transportation links;
14. The *Resolute Forest Products Canada*, the International Bridge and Terminal Company Inc. (IB&T) and Aazhogan Limited Partnership (Aazhogan) have submitted a joint application to the Minister of Transport seeking Governor in Council (GiC) approval for Aazhogan to own and operate the Canadian side of the Fort Frances – International Falls International Bridge;
15. As part of Transport Canada's review of the application, they are engaging with stakeholders and authorities who may have an interest in this proposed change of ownership, and asked for comments from the Town of Fort Frances; and
16. The Town of Fort Frances expressed its concerns and provided comments including but not limited to the economic significance of the International Bridge, importance of an asset management plan, and control/removal of tolls. The formal response letter is attached as schedule "A" forming part of this resolution.

THEREFORE IT IS RESOLVED that Council of the Town of Fort Frances:

17. Directs that a copy of this resolution be forwarded to annual general meeting of the Rainy River District Municipal Association for their consideration

Administration & Finance Division
 Planning & Development Division
 Phone: 807-274-5323
 Fax: 807-274-8479

Mailing Address for All Divisions:
 Civic Centre
 320 Portage Avenue
 Fort Frances, ON
 P9A3P9



Operations & Facilities Division
 Phone: 807-274-9893
 Fax: 807-274-7360

Community Services Division
 Phone 807-274-4561
 Fax: 807-274-3799

email: town@fortfrances.ca
www.fortfrances.ca

December 09, 2021

Tamara Rudge
 Email: tamara.rudge@tc.gc.ca Director
 General
 Surface Transportation Policy

RE: Fort Frances - International Bridge

On behalf of the Town of Fort Frances, please accept this letter as the official comments on the proposed change of ownership or operation of the Canadian side of the International Bridge between Fort Frances, Ontario and International Falls, Minnesota. Thank you for providing us with the extension in submitting our comments.

The international bridge is a lifeline for Northwestern Ontario. Businesses, families, and tourism operations from Kenora, to Sioux Lookout, to Atikokan, and every municipality and First Nation in between and beyond are dependent on this vital transportation link.

The Town has significant concern that the International Bridge is being considered for sale to other private investors and in the subsequent possibility of the bridge not being maintained and/or eventual closure if a maintenance or serious rehabilitation need arises. This seems likely, in light of the most recent information available to us on the condition of the bridge and the timeline for reinvestment in this asset. The Town had already expressed its concern at the regular Council Meeting on June 14, 2021. The resolution no. 707 regarding the **International Bridge - Ownership and Access Concerns** is enclosed.

In view of the correspondence from Transport Canada and discussions with government officials, it seems self-evident at this point that there is a limited prospect that the bridge will transition to public ownership, particularly, with the American half of the bridge already having changed hands.

As per the letter from Transport Canada dated November 16, 2021, the Town understands that the *International Bridges and Tunnels Act* (IBTA) ensures the proper consideration of our concerns and comments regarding the approval of the sale of the international bridge. Also, the Government of Canada will make the new owner(s) of International Bridge responsible for the safety (inspection and maintenance) and operation of the bridge under the *International Bridges and Tunnels Regulations* (IBTR).

The bridge could be a challenging asset for new owner(s) and will require ongoing investment to keep it in reasonable shape in the longer run. Due to its economic significance, the Town requests Transport Canada to require new owner(s) to create and maintain an asset management plan and fund for efficient maintenance of this bridge. If the bridge changes hands in the future, it ensures that the fund will be transferred to the next owner(s).

We also emphasize that the tolls for use of the bridge are among the highest in the country, and this serves as a drag on our economic opportunities as a region. We would ask that Transport Canada fix a ceiling on the price structure of tolls, require favourable toll rates for local residents and Indigenous communities, and

require a plan to lower tolls over the long-term. Any increase in the toll prices should require public consultation over a reasonable notice period and be subject to Transport Canada approval. We are concerned about the continued placement of the toll booth on the U.S. side of the bridge, which may be an attempt to evade Canadian jurisdiction under both provincial and federal legislation.

Any closure or restriction on this bridge or toll hike would economically devastating for our community and region. While we are optimistic that the new ownership group – having local roots – will be mindful of these concerns, we think it is critical that the public interest in this asset be codified in the license or approval document for this transaction. Should the bridge become available for acquisition in the future, we strongly encourage the federal government to work with its counterparts to acquire it and make it a public asset and toll-free crossing.

We look forward to working with Transport Canada and the new owner(s) to keep one of our most important economic assets viable. However, we would like Transport Canada to address our concerns regarding asset management and tolls.

Please let us know if you have any questions or require clarification.

Sincerely,



Faisal Anwar,
Chief Administrative Officer, Town of Fort Frances

cc: Hon. Omar Alghabra, Minister of Transport (Canada) - omar.alghabra@parl.gc.ca;

angad.dhillon@tc.gc.ca;

Hon. Caroline Mulroney, Minister of Transportation (Ontario) - caroline.mulroney@pc.ola.org;

Hon. Marcus Powlowski, MP Thunder Bay-Rainy River - Marcus.Powlowski@parl.gc.ca

Hon. Greg Rickford, MPP Kenora-Rainy River - greg.rickford@pc.ola.org;

Eric Melillo, MP Kenora – eric.melillo@parl.gc.ca; madison.mcsweeney.442@parl.gc.ca



Representing the Districts of Kenora, Rainy River and Thunder Bay
P.O. Box 10308, Thunder Bay, ON P7B 6T8
www.noma.on.ca
p. 807.683.6662 e. admin@noma.on.ca

December 3, 2021

Resolution 2021-09: Support FONOM request for Municipal Land Transfer Tax as Revenue Tool

THAT the Northwestern Ontario Municipal Association does hereby support the Federation of Northern Ontario Municipalities' (FONOM's) resolution as attached requesting that the Association of Municipalities of Ontario lobby the Province of Ontario to grant Ontario municipalities the same municipal revenue tools as the City of Toronto, including a Municipal Land Transfer Tax, to be renamed Land Transfer Infrastructure Support;

BE IT RESOLVED THAT this resolution be forwarded to the Provincial Minister of Finance Peter Bethlenfalvy, the Leaders of the Provincial Opposition parties, the Ontario's Big City Mayors, ROMA, OSUM, and FONOM.

Moved By: Fred Mota

Seconded By: Kevin Kahoot

CARRIED

A handwritten signature in black ink, reading "Wendy Landry". The signature is written in a cursive, flowing style.

President



September 23, 2021

Minister Peter Bethlenfalvy
Ministry of Finance
7 Queen's Park Crescent, 7th floor
Toronto, Ontario M7A 1Y7
SENT BY EMAIL: peter.bethlenfalvy@pc.ola.org

Dear Minister Bethlenfalvy:

On behalf of the Board of the Federation of Northern Ontario Municipalities (FONOM), I would like to thank you for meeting with us during the AMO Conference. Someday soon, it will be nice to sit across the table from you.

FONOM's mission is to improve the quality of life for all Northeastern Ontario citizens and ensure the future of our youth. As the unified voice for the people of Northeastern Ontario municipalities. We believe that having access to new revenue tools will help us with our mission. As we do not think with the challenges on the horizon, our reliance on property tax is sustainable for communities in the Northeast.

Below is a Resolution passed at the most recent FONOM Board meeting, and we would ask you and your colleagues to consider our request in your Party's Campaign Platform.

FONOM is an association of some 110 districts/municipalities/cities/towns in northeastern Ontario mandated to work for the betterment of municipal government in Northern Ontario and to strive for improved legislation respecting local government in the north. It is a membership-based association that draws its members from northeastern Ontario and is governed by an 11-member board.

Sincerely,

A handwritten signature in blue ink, appearing to read "Danny Whalen", is written over a light blue horizontal line.

Danny Whalen
President

Cc: Andrea Horwath
Steven Del Duca
Graydon Smith (AMO)
Wendy Landry (NOMA)
Lynn Dollin (OSUM)
Jeff Lehman (OBCM)



September 23, 2021

Whereas the Association of Municipalities of Ontario (AMO) estimates the annual province-wide municipal infrastructure deficit to be \$6 billion dollars;

And Whereas the City of Toronto Act, 2006 granted Toronto broader municipal revenue tools than the other 443 municipalities;

And Whereas the AMO has long lobbied for its members the right to access the same revenue tools permitted by the City of Toronto Act;

And Whereas one of the revenue tools the City of Toronto charges and collects is a Municipal Land Transfer Tax (MLTT) in parallel with the Province of Ontario for all property sales, except for first-time homebuyers;

And Whereas in 2020 the City of Toronto received \$800 million from the Municipal Land Transfer Tax; this offset represents 15% of their annual revenue (page 28 of the 2021 Budget) and this revenue tool would generate nearly \$2.68 billion dollars for the other Ontario Municipalities, which would help municipalities' growing infrastructure deficit;

And Whereas Federation of Northern Ontario Municipalities believes MLTT be renamed **Land Transfer Infrastructure Support (LTIS)**;

Therefore Be It Resolved that the Federation of Northern Ontario Municipalities ask the Association of Municipalities of Ontario (AMO) to lobby the Premier of Ontario to grant Ontario Municipalities the same Municipal Revenue Tools as the City of Toronto.

Further Be It Resolved that an electronic copy of this Resolution be shared with the Provincial Minister of Finance Peter Bethlenfalvy, the Leaders of the Provincial Oppositions, the Ontario's Big City Mayors, ROMA, OSUM, and NOMA

(1)



NORTHERN COMMUNITY DEVELOPMENT SERVICES

www.ncds4jobs.ca

NCDS

807-274-2282



Town of Fort Frances
320 Portage Avenue
Fort Frances, ON

November 30, 2021

Dear Mayor Caul and Council,

RE: SINGLE USE PLASTIC BYLAW

I am writing to support Dale Forte's request to re-evaluate the single use plastic by-law. NCDS operates the The Caf. Co. which is the cafeteria at Fort Frances High School. We do use compostable cups for smoothies and beverages and have been for two years but recently we have been unable to get them due to the supply shortage. The order we placed at the beginning of September has not arrived due to the demand for compostable cups,

It was difficult to prepare for this by-law as we did not know when the lockdowns were ending and if it was even financially possible to continue operating, let alone buying extra products in advance. We also run into storage space shortages when buying ahead, the restaurant business is typically a weekly ordering system partly to account for storage abilities. Compostable products are more expensive which is another reason we cannot purchase too much product in advance.

The last two years have been significantly difficult for restaurants and your support by being flexible with this policy is greatly appreciated at this time.

Thank you for your consideration.

Nicke Paddock
Executive Director
NCDS

Thank you, Nicole

Nicole Martin, Dipl. M.A. (she/her)

CAO/Clerk – Acting Treasurer | Township of Amaranth

374028 6th Line | Amaranth | ON | L9W 0M6

Tel: 519-941-1007 ext. 227 | Fax: 519 - 941-1802

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From: Guylaine Coulombe <gcoulombe@matticevalcote.ca>

Sent: Wednesday, November 10, 2021 12:58 PM

Subject: Municipality of Mattice - Val Côté Resolution - MPAC assessment

Good afternoon everyone,

Enclosed herewith you will find our Council's resolution asking the provincial government to reconsider its decision to postpone, once again, the property assessment updates.

Sincerely,

Guylaine Coulombe
 CAO/Clerk
 Municipality of Mattice – Val Côté
 P.O. Bag : 129
 Mattice, Ontario
 POL 1T0

Tel : 705-364-6511

Email : gcoulombe@matticevacote.ca

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Representing the Districts of Kenora, Rainy River and Thunder Bay
 P.O. Box 10308, Thunder Bay, ON P7B 6T8
 www.noma.on.ca
 p. 807.683.6662 e. admin@noma.on.ca

November 30, 2021

Attention: Mayor and Council

NOMA Board Meeting Summary Report for November 24, 2021

Policy Amendments & Office Budget Policy: The policy amendments were reviewed, and there were no objections. The Executive director will upload amended policies to the website. An office budget was approved and has been added to the Financial Management Policy.

NOMA discussed our 2022 Conference & AGM: The Conference will be in person at the Fort Frances Curling club on April 27th to April 29th with a streaming option. We will not offer a hybrid conference due to costs. There will not be a significant cost reduction for streaming option. The Executive Director booked off rooms for board members and were directed to call provide their information for the rooms. The ED will secure blocks of hotel rooms at hotels in Fort Frances for our conference guests. ED will send out invitations next week to Ministers, AMO, FONOM, and ROMA Presidents, and sponsors. The theme of the conference this year will be “Thriving in a Time of Change”.

OMERS/CUPE: The Board will be looking into this issue and continuing discussions at our next board meeting.

NOMA Membership Levies: NOMA 2022 Membership Levies will be raised by 2% from 2021.

Lakehead University Presentation: NOMA participated in a presentation by Moira McPherson, Heather Murchison, and Richard Longtin regarding what is happening in Lakehead University this year and opportunities to work together. The Executive Director will share Richard Longtin’s contact information with board to be our point of contact person. We will participate in their economic development certification in the future. ED will discuss potential student partnership opportunity with Richard.

NWMO Municipal Forum Representative: The Executive Director, Andrea Strawson, and CAO of Atikokan, Jason Young, were appointed as NOMA representatives on the NWMO Municipal Forum.

Course of Sustainable Northern Ontario Economic Development: Northern Policy Institute and Laurentian University are offering a new Sustainable Northern Ontario Economic Development course beginning Jan 2022. This is an educational opportunity available to all municipalities. The Executive Director will participate in this course.

Letter of support to Minister Smith to sustain existing waterpower: NOMA will send a letter to Minister Smith in support of sustaining existing small hydro power.

Minister Meeting Request re Crown Lands: NOMA representatives Fred Mota, Mark Vermette, Doug Hartnell and Jody Davis will participate in ministry meeting regarding Crown Lands.

Municipal Association/League Updates:

TBDML – Rick dumas had nothing to report.

KDMA – Mayor Fred Mota welcomed new Board member Dan Reynard (Kenora). Discussed crown land and the importance of this issue. Fred noted their AGM will take place in Dryden Jan 18-20th.

RRDMA – Deb Ewald reported AGM is January 15th in Chapple.

Executive Director Report:

NOMA has submitted ROMA Multi-Minister Delegation Request and will participate in a joint delegation with FONOM & NOSDA regarding Mental Health, Addictions, and Homelessness.

The Strategic Plan Survey and result analysis is complete, and the NOMA Board participated in their 2nd strategic Planning session on November 24th.

A discussion occurred regarding natural gas and an energy strategy for Northwestern Ontario. The Executive Director will obtain a meeting with Minister Smith to discuss the future of energy in Ontario, where we are going and how we will get there.

Executive Director is exploring RFQ process for 2023 NOMA Conference.

Issue Tracker Updates:

OMPF – Rick Dumas reported most allocations in region went down and only a few went up while many communities in the south saw increases. Though OMPF funding amount stayed the same the community allocations did not stay the same.

Mining – Mark Vermette reported on need to keep moving on legacy project and tailing facilities.

Energy – This topic was added back to the issue tracker. Jim Vezina will report to file.

The Next NOMA Board meeting will take place on February 23rd in Thunder Bay. Jim Vezina sends his regrets.

Please contact me at any time if you wish to discuss any NOMA matters.

Sincerely,



Andrea Strawson
Executive Director of NOMA
(807) 683-6662
admin@noma.on.ca

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #15

November 15, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on November 15, 2021 from 0830 hrs to 0913 hrs

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer, K. Haney, Deputy Clerk

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 14 - 07 September 2021
4. **Items Referred from Council**
 - 4.1 Splash Pad Location Recommendation - Discussion involved ensuring location chosen to be a safe, centrally located area and possible fund-raising to aid in the budget process. Item to be forwarded to Operations & Executive Facilities Committee for feasibility and operating costs for West end areas and woodyard locations. Discussions also involved comparing costing from other communities.
5. **New Business**
 - 5.1 User Fees - Committee recommended moving forward with proposed increases.
6. **Outstanding Items - None**
7. **Information**
 - 7.1 Verbal Update - Renaming of Colonization Road - Phair Avenue Park
Cody Vangel, Chief Building Official & Municipal Planner provided a verbal update on these two items.
 - 7.2 PDEC September and October Reports - Accepted as presented
8. **In-Camera - None**
9. **Adjourn @ 0913 hrs / Next Meeting Date - 06 December 2021**

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #16

November 16, 2021

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Civic Centre on November 16, 2021 from 1200 hrs to 1212 hrs.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas

ALSO PRESENT: F. Anwar, CAO, D. Galusha, Treasurer, T. Moffit, Fire Chief/CEMC, K. Haney, Deputy Clerk. Patrick Briere, By-Law enforcement

REGRETS: Mayor J. Caul (ex-officio)

- 1. Call to Order @ 1200 hrs/Roll Call**
- 2. Disclosure of pecuniary interest and the general nature thereof**
- 3. Approval of Previous Committee Minutes - Accepted as presented**
 - 3.1 Session no 15 - 02 November 2021
- 4. Items Referred from Council - none**
- 5. New Business**
 - 5.1 2160 - 357 358 Application - 1336 Colonization Rd W INFO - Approved as presented
 - 5.2 2021/61 AFEC User Fees 2022 - Approved as presented.
- 6. Outstanding Items**
 - 6.1 Meals on Wheels - Recommendation to follow through with funds this year.
Continuation of program to be determined next budget process.
- 7. Information**
 - 7.1 AFEC Report 2022 User Fees - Item was captured under New Business as item 5.3.
Approved as presented.
- 8. In-Camera - none**
- 9. Adjourn / Next Meeting Date - 07 December 2021**

Executive Committee Chair

F. Anwar, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #45

November 15, 2021

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the committee room and virtual on November 15, 2021 from 10:30 a.m. to 10:54 a.m.

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

ALSO PRESENT: Faisal Anwar - CAO, Randy Thoms -B93, Merna Emera - Fort Frances Times

- 1 **CALL TO ORDER/ROLL CALL (Session #45)**

- 2 **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF: None**

- 3 **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 3.1 November 1, 2021 - Approved as Presented

- 4 **NEW BUSINESS**
 - 4.1 Proposed User Fee Scedule for 2022 - Approved as Amended
 - 4.2 Northern Ontario Heritage Fund Transfer Payment Agreement - Approved as Presented

- 5 **IN-CAMERA - 10:52-10:54**
 - 5.1 Personal matters about an identifiable individual, including municipal or local board employees: more specifically item 5.1 board appointment - Proceed as Directed

- 6 **ADJOURNMENT/Next Meeting - 10:54**
December 6, 2021 at 10:30

M.Behan, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #015November 17, 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 November 17, 2021 from 8:30 a.m. to 9:25 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, F. Anwar, CAO, Craig Miller, Abdul Shehu and Randy Thoms.

1 Call to Order/Roll Call

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 November 3, 2021 - the minutes were approved as presented.

4 New Business

4.1 Enter into a Contribution Agreement with the Northern Ontario Heritage Fund for Airport Improvements - the administration report was approved as presented.

4.2 October 2021 Drinking Water Systems Monthly Summary Report - the drinking water report for October 2021 was approved as presented.

4.3 Annual Energy Conservation and Demand Management Report - deferred until the next Operations and Facilities Division Executive meeting.

4.4 Report #1 - Establishing 2022 Water and Sewer Rates - the rates as presented were discussed. 2.25% and 2.5% were also brought forward. The committee agreed to revise and bring a 2% increase forward to Council.

5 Information

- 5.1 Fort Frances Wastewater Treatment Facility October 2021 Monthly Report - the Wastewater October 2021 report was received and will be forwarded to Council as information only. No action required.
- 5.2 Operations and Facilities Division - Environmental Area - Operations Statistics - October 2021 - the Environmental Statistics were received and will be forwarded to Council as information only. No action required.
- 5.3 Environmental Stats - the Environmental report was received and will be forwarded to Council as information only. No action required.
- 5.4 Sewer and Water Data for 2021 - the sewer and water statistics were received and will be forwarded to Council as information only. No action required.
- 5.5 Airport Statistics - the airport statistics were received and will be forwarded to Council as information only. No action required.

6 Adjourn / Next Meeting Date

- 6.1 The meeting adjourned at 9:25 a.m.

Next meeting December 8, 2021

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #9November 3, 2021

The meeting of Economic Development Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on November 3, 2021 from 1204 hrs to 1232 hrs.

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

ALSO PRESENT: F. Anwar, CAO, D. Cridland, J. Pryde, T. Ryll, C. Vangel, CBO / Municipal Planner, G. Lecuyer, Municipal Clerk, A Hansma, Human Resources Manager, K. Haney, Deputy Clerk

REGRETS: T. Drysdale, Economic Development Consultant, G. Gillon, RRFDC

1. Call to Order @ 1204 hrs/Roll Call

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

3. Approval of Previous Committee Minutes

3.1 Session no 7 - 04 August 2021 - Amended - Accepted as presented.

3.2 Session 8 - 08 September 2021 - Accepted as presented

4. Items Referred from Council - none

5. New Business

5.1 NW Ontario Presentation - Item has been brought forward to next meeting

5.2 Labour Market Final to OCT 29 - Item has been brought forward to next meeting

5.3 Fort Frances-International Falls Bridge - Preliminary correspondence to be drafted by Administration and forwarded to Transport Canada with an invitation via deputation to the Council meeting of 22 November 2021.

6. Outstanding Items

6.1 **Ranier Bridge** - Letters to Stauber and Klobuchar - Concerns re rail bridge. C. Vangel to communicate with CN Public Affairs group and bring further information back to next meeting. Working group to be created and consist of C. Vangel, J. Caul, J. McTaggart and D. Cridland. **2021/06/09:** Working group to meet within next two weeks **2021/07/07:** Conversation with CN Public Affairs and C. Vangel re future status of Ranier Bridge. Concerns identified included flood risk and economic gateway between two communities. Project in infancy stage with 3-5 year potential. TOFF requested to be kept apprised of consultation process. **2021/09/14** - No new developments. Decision made to keep on agenda for future updates. **2021/11/03:** No developments to share at this time.

Winnipeg to Thunder Bay tourism route initiative - Work in progress. NOMA tourism panel aware - possible intent to draw people to Hwy 11 and onto 71 corridor. **2021/06/09:** No updates. **2021/06/29:** Heart of Canada Touring Route **2021/07/07:** In final stages of touring route between Winnipeg and Thunder Bay. Regional initiative and a focus on Highway 71 corridor. Recommendation via Committee for Council to support RRFDC by way of resolution a seat on affiliated steering committee. Public launch of initiative to occur at 2022 Rendez-vous Canada. **2021/08/04:** We need to ensure we are included in marketing and get our message out there. RRFDC is our representative at the Steering Committee. **2021/09/07** Part of RRFDC Workplan. Tourism panel fully aware

of Fort Frances' support and information has been forwarded on our Tourist attractions. Draft for website coming. Regional meeting planned. **2021/11/03:** Committee discussed the importance of keeping this item active on the agenda.

Cross Border Fishing Activity - Status of reciprocal agreement re walleye report to be determined. **2021/06/09:** Correspondence forwarded. No further updates. **2021/07/07:** Correspondence outstanding. Keep as item on agenda. **2021/08/04:** Greater police presence observed on the lakes. Mayor Caul to initiate discussion with Marcus Powlowski at the meeting scheduled for Friday, 06 August 2021. **2021/09/07:** Concerns re fishing following border opening forwarded to Minister Rickford and Marcus Powlowski forwarded via email. Confirmation of receipt of email received. Item to remain on agenda. **2021/11/03:** No response yet received. Consensus was to leave on agenda for final report prior to removal from agenda.

7. Information

7.1 Sept - TOFF 2 year workplan REPORT to EDEC - Item to be brought forward to next meeting.

8. In-Camera - None

9. Adjourn @ 1232 hrs/ Next Meeting Date - 08 December 2021

Executive Committee Chair

F. Anwar, CAO