

TOWN OF FORT FRANCES

AGENDA - January 24, 2022

MEETING - Council Chambers , Civic Centre

Microsoft Teams meeting

Join on your computer or mobile app

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[+1 807-701-5975,,48318583#](#) Canada, Thunder Bay

Phone Conference ID: 483 185 83#

Page

1. **COUNCIL MEETING**
(Session No. [82]) to immediately follow the Committee of the Whole
 - 1.1 Call to Order /Roll Call
 - 1.2 Territorial Acknowledgement
 - 1.3 Moment of Meditation
 - 1.4 Disclosure of pecuniary interest and the general nature thereof.
2. **Consent Agenda:**
 - 2.1 Items Referred from Committee of the Whole
 - 2.2 CORR: Alzheimer Society Proclamation 4 - 5
- will be advised of proclamation
3. **Approval of Council Minutes: ***
 - 3.1 Session No. 81 of January 10, 2022 6 - 17
4. **Approval of Committee of the Whole Minutes: ***
 - 4.1 Session No. 88 of January 10, 2022 18 - 23
5. **Resolutions from tonight's Committee of the Whole meeting**
6. **By-Laws:**
 - 6.1 06-22 being a By-Law to authorize the execution of an Agreement 24 - 33
between The Rainy River District School Board and the Corporation of
the Town of Fort Frances re: Townshend Theatre Agreement
 - 6.2 66-21-A being a By-Law to amend By-Law 66-21 relating to Fees and 34
Charges for 2022

	Page
6.3 07-22 being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 1203 Sunset Drive	35 - 40
6.4 08-22 being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 1219 Sunset Drive	41 - 46
6.5 09-22 being a by law to authorize the execution of a contribution agreement with The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario (851-513365 Fort Frances Community Microgrid Feasibility Study	47 - 74
7. <u>New Items: None</u>	
8. <u>Information Correspondence:</u>	
8.1 Mayor Caul Apology	75
8.2 CORR: NOMA: Resolution 2022-01: Support for the Expansion of NOSM to address the urgent need for physicians in Northern Ontario	76 - 77
8.3 CORR: Public Notice Proposed Bell Mobility Radio communications Tower	78 - 91
9. <u>Minutes of Local Boards / Committees:</u>	
9.1 Minutes from the previous meeting of January 5, 2022.	92 - 93
10. <u>In-Camera:</u>	
10.1 • CAO Performance Appraisal Personal matters about an identifiable individual, including municipal or local board employees	
10.2 • Educational Session This closed session is being held for the purpose of training and educating Council Members in accordance with the provision of section 239 (3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied: 1. The meeting is held for the purpose of educating or training the members. 2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.	
11. <u>Public Session Resumes:</u>	
12. <u>Resolutions Required as a result of In-Camera discussions:</u>	

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

Société Alzheimer Society

DISTRICTS DE KENORA/RAINY RIVER DISTRICTS



**Alzheimer Society of
Kenora/Rainy River Districts/
Société Alzheimer des districts
de Kenora/Rainy River**
618-9th Street N./618, 9^e rue N.
Kenora ON P9N 2S9
Tel/Tél.: 807 468-1516
Toll-Free/Sans frais:
1 800 682-0245
Fax/Télec. : 807 468-9013
www.alzheimer.ca/krr
rossana@alzheimerkrr.com

Charitable Business Number/Numéro
d'organisme de bienfaisance :
88961-4970-RR0001

November 23, 2021

The Municipality of Fort Frances
320 Portage Avenue
Fort Frances ON, P9A 3P9

Dear Mayor Caul

This January 2022, The Alzheimer Society of Kenora/Rainy River Districts is launching their January Alzheimer Awareness Month. It is a recognized nationwide campaign challenging Canadians to rethink their perceptions of Alzheimer's disease and other forms of dementia locally, provincially, and nationally.

I am requesting on behalf of the Alzheimer Society's board, staff, volunteers, and clients that you could proclaim 'January Alzheimer Awareness Month' in the Municipality of Fort Frances. Hence, this motion to approve within your council chambers to raise the Alzheimer Society flag on the flag pole outside the municipal office for January 2022.

If you have any questions to please contact me by email at
rossana@alzheimerkrr.com

Sincerely,

Rossana Tomashowski
Executive Director

|

TOWN OF FORT FRANCESMINUTESSESSION NO. 081January 10, 2022

The meeting of Council of the Town of Fort Frances was held virtual and in the Committee Room located at the Civic Centre.

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO/Municipal Planner, A. Hansma, HR Manager, J. Hughes, IT Manager

1. COUNCIL MEETING

(Session No. 081) to immediately follow the Committee of the Whole

1.1 Call to Order / Roll Call

Mayor Caul called the meeting to order at 6:10 p.m.

1.2 Territorial Acknowledgement

1.3 Moment of Meditation

1.4 Disclosure of pecuniary interest and the general nature thereof

Mayor Caul declared a conflict relating to a closed session item 10.3. Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual

2. Consent Agenda:

2.1 Items Referred from Committee of the Whole

854 McTaggart-Behan THAT the following Consent items be approved:

Committee of the Whole Consent items

5.1 Townshend Theatre Agreement - approval of this report will agree with the recommendation of Community Services Division to approve the updated wording in section 16 and renew the agreement for another 5-year term. And that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

5.2 User Fee Bylaw Addition Jan 2022 - approval of this report will agree with the recommendation of the Community Services Executive Committee to add the user fees as outlined in this report.

5.3 2022 Temporary Borrowing to Meet Current Expenditures - approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of \$4,000,000 to meet 2022 expenditures.

5.4 Interim Tax Levy for 2022 - approval of this report will agree with the Administration & Finance Executive Committee recommendation to

Page 2 of 6

authorize the 2022 interim tax levy in accordance with the Municipal Act and that the due dates be set for February 28, 2022 and March 31, 2022.

5.5 Enter into Easement Agreements - 1203 and 1219 Sunset Drive -approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee to enter into an easement agreement with owners of 1203 and 1219 Sunset Drive for the area of their property frontage taken up by the newly constructed sidewalk along Sunset Drive and further that an authorizing by-law be prepared for authorizing Mayor and Clerk to execute the easement agreements on behalf of the Corporation

2. Council Consent items # 2.2.CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

CARRIED

2.2 CORR: Fort Frances Sports Hall of Fame re: Request for Sponsorship - will be referred to the Administration & Finance Executive Committee for recommendation.

3. Approval of Council Minutes: *

3.1 Session No. 79 of December 9, 2021 and Session No. 80 of December 13, 2021

855 Behan-Wiedenhoeft THAT the minutes of the Council meeting being Session No. 079 dated December 9, 2021 and Session No. 80 of December 13, 2021 having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 82 of September 17, 2021 and Session No. 87 of December 13, 2021

856 Wiedenhoeft-Brunetta THAT the report of the Committee of the Whole of Council meeting being Session No. 082 dated September 17, 2021 and Session No. 87 dated December 13, 2021 having been typed and distributed be approved.

CARRIED

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

5.1 Council considered the following:

857 McTaggart-Behan THAT the deputation from Adam Fulford, Canacre Ltd on behalf of Bell Mobility be received with appreciation

CARRIED

858 Brunetta-Wiedenhoeft: THAT the report dated December 23, 2021 from the Clerk re: Council direction relating to Invoice submission - Service from Integrity Commissioner be approved to agree with the recommendation from the Clerk to approve the payment of Invoice from the Integrity Commissioner number FF028 for services in the amount of \$6957.50.

CARRIED

6. By-Laws:

6.1 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:

Page 3 of 6

859 Behan-Brunetta: 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:

6.1 - 01/22 being a By-Law authorizing the borrowing of money to meet current expenditures of the Council of the Corporation of the Town of Fort Frances

6.2 - 02/22 being a by-law to provide for an interim tax levy in the year 2022 and to provide for penalty and interest to be charged on the unpaid balance for late payment of said interim taxes, all as provided for in the Municipal Act, 2001, (the "Act"), S.O. 2001, Chapter 25, Sections 307, 317, and 345

6.3 - 03/22 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: 7510000 – Sorting Gap Marina Improvements

6.4 - 04/22 being a by law to authorize the execution of an agreement with Prezio Electric awarded through the public tender process (21-OF-17)

6.5 - 05/22 being a by-law to amend by-law 11/20 in respect of single-use plastic bags and certain other harmful single-use products and packaging materials within the Town of Fort Frances

CARRIED

7. New Items: None

8. Information Correspondence:

The following seven items were received.

8.1 CORR: City of Kitchener re: Conversion Therapy

8.2 CORR: NOMA re: Resolution 2021-10: Support the Township of Hornepayne's resolution in response to the City of St. Catherine's request for the provincial government to work with the federal government on a new national childcare program bilateral agreement

8.3 CORR: South Frontenac re: Re: Joint & Several Liability

8.4 CORR: South Frontenac re: Re: Daylight Savings Time

8.5 CORR: AMO re: AMO Policy Update - New Year Calls to Action and other issues of municipal concern

8.6 CORR: City of Kitchener re: Fire Safety Measures

8.7 CORR: St. Catharines re: National Childcare Program

9. Minutes of Local Boards / Committees:

The following seven items were received.

9.1 Community Service Executive Committee - Minutes of November 15, 2021

9.2 Administrative and Finance Executive Committee - Minutes of December 7, 2021

9.3 Operations and Facilities Executive Committee - Minutes of December 8, 2021

9.4 Economic Development Executive Committee - Minutes of December 8, 2021

9.5 Fort Frances Municipal Non Profit Housing - Minutes of September 29 2021

Page 4 of 6
9.6 Police Services Board - Minutes of November 10 2021

9.7 Sister Betty Kennedy Centre Board of Management

10. In-Camera: - Council met in camera from 6:24 p.m. to 7:54 p.m.

Councillor Judson called for a separate vote on item 10.3 to move into the closed session.

- 860 Hallikas-Behan THAT Council now meet in-camera in order to address a matter pertaining to:
- The security of the property of the municipality or local board; Information Technology Security
 - A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development

CARRIED

- 861 Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.
Recorded vote called by Councillor Judson
THAT Council now meet in-camera in order to address a matter pertaining to:
3.Personal matters about an identifiable individual, including municipal or local board employees:
Correspondence from the general public raising personal matters about an identifiable individual

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

- 10.1 The following Staff members were present: CAO F. Anwar, C. Vangel, Chief Building Inspector/Municipal Planner, Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney and Jeremy Hughes IT Manager.
The security of the property of the municipality or local board; Information Technology Security
A confidential report was received by the IT Manager. Council was provided an opportunity for clarification and questions. A motion for Council consideration will follow the closed session.

- 10.2 The IT Manager exited the meeting and Mr. Paul Veldman.and C. Vangel, Chief Building Inspector / Municipal Planner were present.

A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development
Delay in presentation from 6: 35 to 6:45 Mr. Veldman arrived at 6:45 p.m.
A confidential report was received by the CAO as information. A motion for Council consideration will follow the closed session.

Page 5 of 6

Mr. Paul Veldman and C. Vangel, Chief Building Inspector / Municipal Planner exited the meeting.

- 10.3 Mayor Caul vacated the meeting and exited the committee room due to a declared conflict of interest at 7:17 p.m. Councillor Hallikas assumed the Chair.

Personal matters about an identifiable individual, including municipal or local board employees: Correspondence from the general public raising personal matters about an identifiable individual

Council received correspondence submitted by an individual of the general public. Council considered the item and a discussion occurred on the subject matter. Council drafted a proposed motion and directed that the draft motion be included following the closed session this evening.

11. Public Session Resumes: at 7:54 P.M.

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

- 12.1 Mayor Caul assumed the Chair
The following resolution derived from the in-camera discussion

862 Brunetta-Hallikas: THAT approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to retroactively authorize the emergency purchase of hardware authentication devices and required accessories with a total unbudgeted capital cost of \$6,655 funded through the Corporate Projects Reserve
CARRIED

863 Brunetta-Wiedenhoeft: THAT Council receive the report from the CAO relating to the Former Mill Properties - Concept Plan and Potential Land as information
CARRIED

864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.

THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

- 12.2 Mayor Caul provided a public apology that she read aloud. The apology was filed with the Clerk for public record.

13. ADJOURNMENT

- 13.1 The meeting adjourned at 8:05 p.m.

865 Hallikas-McTaggart: THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

14. * Previously distributed to Council

Page 6 of 6

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

J. Caul, Mayor

_____, Chairperson

G. Lecuyer, Clerk

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CARRIED

7. New Items: None

8. Information Correspondence:

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- 8.1 CORR: City of Kitchener re: Conversion Therapy
- 8.2 CORR: NOMA re: Resolution 2021-10: Support the Township of Hornepayne’s resolution in response to the City of St. Catherine’s request for the provincial government to work with the federal government on a new national childcare program bilateral agreement
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- 9.7 Sister Betty Kennedy Centre Board of Management

10. In-Camera: - Council met in camera from 6:24 p.m. to 7:54 p.m.

Councillor Judson called for a separate vote on item 10.3 to move into the closed session.

- 860
- Hallikas-Behan THAT Council now meet in-camera in order to address a matter pertaining to:
- The security of the property of the municipality or local board; Information Technology Security
- A proposed or pending acquisition or disposition of land by the municipality or local board: Former Mill Properties – Concept Plan and Potential Land Development

CARRIED

- 861
- Wiedenhoeft-Behan: Mayor Caul declared a conflict on item 10.3. Councillor Hallikas assumed the Chair and called the motion.
Recorded vote called by Councillor Judson
THAT Council now meet in-camera in order to address a matter pertaining to:
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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

- 10.1
- The following Staff members were present: CAO F. Anwar, C. Vangel, Chief Building Inspector/Municipal Planner, Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney and Jeremy Hughes IT Manager.
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12. Resolutions Required as a result of In-Camera discussions:

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The following resolution derived from the in-camera discussion

- 862 Brunetta-Hallikas: THAT approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to retroactively authorize the emergency purchase of hardware authentication devices and required accessories with a total unbudgeted capital cost of \$6,655 funded through the Corporate Projects Reserve
CARRIED

- 863 Brunetta-Wiedenhoeft: THAT Council receive the report from the CAO relating to the Former Mill Properties - Concept Plan and Potential Land as information
CARRIED

- 864 McTaggart-Brunetta: Councillor Hallikas assumed the Chair.

THAT the Municipal Council of the Town of Fort Frances is very concerned with the unauthorized release of confidential information by the Mayor and hereby formally calls upon the Mayor to issue a public apology for her action on this matter in writing
AND FURTHER THAT training be provided to the Mayor and Council on protecting the confidentiality of the Corporation.

CARRIED

- 12.2 Mayor Caul provided a public apology that she read aloud. The apology was filed with the Clerk for public record.

13. ADJOURNMENT

- 13.1 The meeting adjourned at 8:05 p.m.

- 865 Hallikas-McTaggart: THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

14. * Previously distributed to Council

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

J. Caul, Mayor

_____, Chairperson

G. Lecuyer, Clerk

TOWN OF FORT FRANCESSESSION NO. #88REPORTCOMMITTEE OF THE
WHOLEJanuary 10, 2022

A meeting of the Committee of the Whole of Council was held virtually in the Committee Room

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

ALSO PRESENT: F Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO/Municipal Planner, A. Hansma, HR Manager, J. Hughes, IT Manager

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

1.1 Chair Judson called the meeting to order at 5:30 p.m.

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

2.1 There were no declarations.

3. Delegations/Deputations:

3.1 Canacre Ltd. on behalf of Bell Mobility, Adam Fulford, Project Director
- THAT the deputation from Adam Fulford, Canacre Ltd on behalf of Bell Mobility be received with appreciation.
Mr. Fulford provided Council with a presentation regarding a proposal for a monopole. The proposed motion will be considered at the Regular Council Meeting this evening.

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul** provided a verbal update relating to the ongoing COVID-19 pandemic and the changes to the road signage.

Councillor McTaggart provided a verbal update relating to the Fort Frances Police Services Board meeting re: recognitions of retirees, calls for service increase and billable hours, the Sister Kennedy Centre Board of Management meeting and the Museum Advisory Committee.

Councillor Judson provided a verbal update relating to the Planning and Development Executive Committee re: road signage and the and Economic Development Executive Committee re: International Bridge

Councillor Wiedenhoeft reported on the Doctor Recruitment and Retention Committee re: Doctor and Surgeon shortages.

5. Consent Agenda:

5.1 Townshend Theatre Agreement
- approval of this report will agree with the recommendation of Community Services Division to approve the updated wording in section 16 and renew the agreement for another 5-year term. And that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

Page 2 of 3

204 Behan - Brunetta 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 and 5.5

CARRIED

- 5.2 User Fee Bylaw Addition Jan 2022
- approval of this report will agree with the recommendation of the Community Services Executive Committee to add the user fees as outlined in this report.
- 5.3 2022 Temporary Borrowing to Meet Current Expenditures
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of \$4,000,000 to meet 2022 expenditures.
- 5.4 Interim Tax Levy for 2022
- approval of this report will agree with the Administration & Finance Executive Committee recommendation to authorize the 2022 interim tax levy in accordance with the Municipal Act and that the due dates be set for February 28, 2022 and March 31, 2022.
- 5.5 Enter into Easement Agreements - 1203 and 1219 Sunset Drive
-approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee to enter into an easement agreement with owners of 1203 and 1219 Sunset Drive for the area of their property frontage taken up by the newly constructed sidewalk along Sunset Drive and further that an authorizing by-law be prepared for authorizing Mayor and Clerk to execute the easement agreements on behalf of the Corporation

6. Administration and Finance Division:

- 6.1 Council direction Re: Invoice submission - Service from Integrity Commissioner
- approval of this report will agree with the recommendation from the Clerk to approve the payment of Invoice from the Integrity Commissioner number FF028 for services in the amount of \$6957.50.
There was no discussion. The motion will be presented for Council's consideration at the Regular Council Meeting following this session

7. Information:

The following ten items were received. Council was provided an opportunity for clarification and questions relating to all information items.

- 7.1 2022 Ballot Questions
- 7.2 November 2021 General, Water and Sewer Fund
- 7.3 OCWA - Fort Frances Wastewater Treatment Facility November Monthly Report
- 7.4 Airport Statistics 2021
- 7.5 Sewer and Water Data for 2021
- 7.6 Landfill Statistics 2021
- 7.7 EDEC Monthly Report

Page 3 of 3

7.8 November 2021 Building Statistics

7.9 December 2021 Activities for By-Law Enforcement Department

7.10 Complaints Register Aug to Dec 2021

8. ADJOURNMENT

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

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

CARRIED

TOWN OF FORT FRANCESSESSION NO. #88REPORTCOMMITTEE OF THE
WHOLEJanuary 10, 2022

A meeting of the Committee of the Whole of Council was held virtually in the Committee Room

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

ALSO PRESENT: F Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, A. Bisson, Recreation & Culture Manager, C. Vangel, CBO/Municipal Planner, A. Hansma, HR Manager, J. Hughes, IT Manager

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

1.1 Chair Judson called the meeting to order at 5:30 p.m.

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

2.1 There were no declarations.

3. Delegations/Deputations:

3.1 Canacre Ltd. on behalf of Bell Mobility, Adam Fulford, Project Director
- THAT the deputation from Adam Fulford, Canacre Ltd on behalf of Bell Mobility be received with appreciation.
Mr. Fulford provided Council with a presentation regarding a proposal for a monopoly. The proposed motion will be considered at the Regular Council Meeting this evening.

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul** provided a verbal update relating to the ongoing COVID-19 pandemic and the changes to the road signage.

Councillor McTaggart provided a verbal update relating to the Fort Frances Police Services Board meeting re: recognitions of retirees, calls for service increase and billable hours, the Sister Kennedy Centre Board of Management meeting and the Museum Advisory Committee.

Councillor Judson provided a verbal update relating to the Planning and Development Executive Committee re: road signage and the and Economic Development Executive Committee re: International Bridge

Councillor Wiedenhoeft reported on the Doctor Recruitment and Retention Committee re: Doctor and Surgeon shortages.

5. Consent Agenda:

5.1 Townshend Theatre Agreement
- approval of this report will agree with the recommendation of Community Services Division to approve the updated wording in section 16 and renew the agreement for another 5-year term. And that an authorizing By-Law be prepared to allow the Mayor and Clerk to execute the agreement on behalf of the corporation.

204 Behan - Brunetta 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 and 5.5

CARRIED

- 5.2 User Fee Bylaw Addition Jan 2022
- approval of this report will agree with the recommendation of the Community Services Executive Committee to add the user fees as outlined in this report.
- 5.3 2022 Temporary Borrowing to Meet Current Expenditures
- approval of this report will agree with the recommendation of the Administration and Finance Executive Committee to authorize the preparation of an authorizing By-Law for temporary borrowing in the amount of \$4,000,000 to meet 2022 expenditures.
- 5.4 Interim Tax Levy for 2022
- approval of this report will agree with the Administration & Finance Executive Committee recommendation to authorize the 2022 interim tax levy in accordance with the Municipal Act and that the due dates be set for February 28, 2022 and March 31, 2022.
- 5.5 Enter into Easement Agreements - 1203 and 1219 Sunset Drive
-approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee to enter into an easement agreement with owners of 1203 and 1219 Sunset Drive for the area of their property frontage taken up by the newly constructed sidewalk along Sunset Drive and further that an authorizing by-law be prepared for authorizing Mayor and Clerk to execute the easement agreements on behalf of the Corporation

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- 6.1 Council direction Re: Invoice submission - Service from Integrity Commissioner
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There was no discussion. The motion will be presented for Council's consideration at the Regular Council Meeting following this session

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- 7.1 2022 Ballot Questions
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8. ADJOURNMENT

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

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

CARRIED

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO.XX/22

(BEING A BY-LAW to authorize the execution of an Agreement between The Rainy River District School Board and the Corporation of the Town of Fort Frances re: (Townshend Theatre Agreement).

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 January 10, 2022 Council received a report from the Manager of Recreation and Culture, to enter into an agreement with The Rainy River District School Board 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 Rainy River District School Board to provide for the ownership, construction, maintenance, operation and management of the Theatre;

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 24th day of January 2022.

J. Caul, Mayor

G. Lecuyer Clerk

AGREEMENT

Between

RAINY RIVER DISTRICT SCHOOL BOARD
(hereinafter called the "Board")

And

THE CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY
(hereinafter called the "College")

And

CORPORATION OF THE TOWN OF FORT FRANCES
(hereinafter called the "Town")

WHEREAS the Board and the College have constructed a Multi-Use Facility on lands within the Town of Fort Frances;

AND WHEREAS the Town has constructed a theatre for the performing arts (hereinafter called the "Theatre") within the Town of Fort Frances;

AND WHEREAS the Town, the Board and the College acknowledge that the existence of a theatre in conjunction with a secondary/post-secondary school is beneficial to the School and the Theatre;

AND WHEREAS the Town, the Board and the College acknowledge that significant savings have been achieved for each Party through the construction of a Multi-Use Education Facility;

AND WHEREAS the Parties wished to enter into an agreement to provide for the ownership, construction, maintenance, operation and management of the Theatre;

AND WHEREAS this agreement is entered into pursuant to the provisions of Section 183 of the *Education Act*, R.S.O. 1995 C. E2.

NOW THEREFORE witnessed that in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. Funding for the Community Auditorium project is as per the following resolution approved by the Corporation of the Town of Fort Frances (February 24, 1997) as follows:

“That this Council commit to financing the net cost of construction of a new Community Auditorium Facility, the net cost of which is to be determined as follows:

Actual Cost capped at \$2,000,000 less any senior government funding, less a minimum of \$500,000 to be raised by the Community Auditorium Committee.”

Construction of the Community Auditorium will be in conjunction with the construction of a new Multi-Use Facility on the lands described in Schedule “A”.

2. In consideration of the Town’s substantial financial contribution towards the capital cost of construction of the Theatre, it is agreed that the Town shall be entitled to the use of the Theatre in priority to the Board and the College; and, that the Board and the College shall be entitled to the use of the Theatre as set out herein.

OWNERSHIP

3. It is understood and agreed that the Board shall own the land and buildings upon which the Theatre is to be constructed subject to the provisions hereinafter set out which shall prevail in the event the Board no longer requires the Multi-Use Facility for education purposes. In the event, it is understood and agreed that all equipment, furnishings and fixtures placed in the Theatre shall remain with the Theatre and shall thereupon be owned by the Town unless expressed arrangements are otherwise made at the time of the acquisition of the equipment, furnishings and fixtures.
4. In the event the Board and the College determines that they no longer require the Multi-Use Facility for education purposes, the Board agrees that the Town shall, immediately thereupon be deemed to have leased that portion of the premises that comprises the Theatre together with that portion of the parking lot and driveway necessary to serve the Theatre for the sum of \$10.00 per annum for a term of fifty (50) years to commence when the Board and the College cease to use the Multi-Use Facility for their education programs. The Board and the College agree that they shall not make any application for rezoning for the remainder of the Multi-Use Facility lands for any purpose which is deemed by the Town to be incompatible with the Town’s use of the Theatre lands.

MANAGEMENT AND OPERATION

5. The Town, at its expense, shall be primarily responsible for the management of the Theatre, including the establishment of the charges for the use of the Theatre and the booking of the use of the Theatre. The Board, in conjunction with its maintenance of the Multi-Use Education Facility and at its expense, shall be primarily responsible for the day to day operation, maintenance and caretaking of the Theatre and shall pay all operating costs, including, but not limited to snow removal, janitorial and utility charges. The College will

become a partner through active participation in the Theatre Management Advisory Committee.

6. The Town, when operating the Theatre, will be exempt from Board Policy 6.10, Community Use of School Facilities and Grounds. The schedule of charges set out in Policy 6.10 shall not apply except that the Town agrees to be responsible for direct additional caretaking costs (being the costs not contemplated by paragraph 5 hereof) incurred by the Board as a result of the Town's use of the Theatre or as a result of a use authorized by the Town (other than the Board's use). These costs shall be invoiced by the Board and paid by the Town.
7. The Town shall be entitled to all rental revenue from the Theatre it being understood that such revenue, will be applied to defray the costs to be paid by the Town pursuant to paragraph 5 hereof and the surplus, if any, shall be retained and allocated for Theatre purposes. Notwithstanding the generality of the foregoing, in the event the Board or the College wishes to undertake special fundraising events to take place within the Theatre outside of regular school hours, the Board or the College may retain such revenue provided the ticket surcharge is remitted to the Town. In such event, the Board or the College agrees to advise the Town of the nature of such special fundraising events prior to their occurrence.
8. In the event that special temporary services and/or facilities not normally available for the operation of the Theatre are required, such facilities and services, including the caretaking services not provided pursuant to paragraph 5 hereof, shall be paid for by the Party requiring same. It is expressly understood and agreed by the Parties that the lighting and sound equipment shall only be operated by competent persons as approved by the Town, which approval will not unreasonably be withheld, and which approval will be given on the basis of competency and not given or withheld on the basis of union membership. It is further agreed that nothing may be permanently installed in the Theatre by either Party without the written consent of the other Party.
9. At all times when the Board has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre. Similarly, at all times when the Town or the College has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre.
10. It is understood and agreed that the Theatre shall be available for use each and every day between the hours of 8:00 a.m. and 1:00 a.m. and that the Town shall have the right to book the use of the Theatre during such hours. Notwithstanding the generality of the foregoing, prior to September 1 of each year, the Town and the Board agree that a representative of the Town and the Principal (or designate) shall establish a schedule of the Board's use of the Theatre for the next 12 months. Usage at the Theatre will be assigned according to the following priorities: a) events b) rehearsal of events c) ongoing practices and classes. The schedule shall be shared with the Theatre Management Advisory

Committee. It is generally understood and agreed that for the purposes of establishing such schedule, the Board shall have the option to schedule the use of the Theatre from 8:00 a.m. to 6:00 p.m. on each school day, as outlined in the school year calendar, provided by the Board. The Board's use of the Theatre shall be at no cost to the Board. In the event of a dispute or conflict with respect to the booking of the Theatre, the decision of the Theatre Management Advisory Committee as hereinafter defined shall be final.

11. The Town agrees that in the event it books the use of the Theatre during regular school hours, care shall be taken that such use shall not interrupt or cause a disturbance to any regular Multi-use Education program.
12. Persons using the Theatre shall not be allowed on Board or College property during the Town's use of the Theatre except as may be reasonably necessary to permit the use of the Theatre or as may be expressly agreed upon from time to time.
13. Prior to September 30 in each year, the Town and the Board agree that a representative of the Town and a representative of the Board shall meet to establish a recommended operating and capital budget for the Theatre which budget shall be submitted for approval to the Council of the Town and the Trustees of the Board. It is expressly understood and agreed that the Board and the Town shall contribute, as budgeted from time to time, towards the capital costs of maintaining and equipping the Theatre.
14. In order to assist with the funding of future capital requirements of the Theatre, the Town and the Board agree that whenever there is an admission charged for an event held at the Theatre, a surcharge in an amount as will be determined from time to time through the budget approval process, shall be applied at the time of sale of each ticket and the amount collected shall be held in a reserve account by the Town to be applied only to capital expenditures for the Theatre. Any dispute over the application of the "surcharge" shall be referred to the Theatre Management Advisory Committee for resolution.
15. The Town, the College and the Board mutually indemnify and hold each other harmless and their respective servants and agents from and in respect of all manner of claims, actions, demands, and suits made against either of them arising out of or in connection with their use of the Theatre, together with all costs and expenses related thereto including legal costs, unless due to the other party's negligence or that of its respective servants or agents. The Board, the College and the Town agree to keep in place appropriate policies of insurance in respect of the Theatre.
16. The Town and the Board agree that there shall be established a Theatre Management Advisory Committee to provide advice to the Town, The College and the Board from time to time with respect to the operation and needs of the Theatre. The Theatre Management Advisory Committee shall be comprised of one Rainy River District School Board Trustee and one member of the Board staff to be appointed by the Board; one member of the Council of the Town of Fort Frances and one member of Town staff to be appointed by the

Town; two members of the community to be appointed by the Town; and, one member of Confederation College. ~~This Committee shall meet at least quarterly, if required.~~ **The Committee will meet a minimum of two meetings per year.** It is expressly understood that such Committee shall have no budget responsibility.

17. In the event there is a difference arising as between the Town and the Board in respect of this Agreement which the Parties themselves cannot resolve, the dispute shall be resolved by arbitration under the *Arbitrations Act*, as amended from time to time. Such differences shall be determined by a single arbitrator jointly appointed by the Parties and failing agreement in such appointment, the arbitrator shall be appointed as provided in the *Arbitrations Act*.
18. No rights under this Agreement are assignable and neither Party shall assign any of its rights unless agreed to by all Parties.
19. The term of this Agreement shall be five (5) years and shall be reviewed and renewed for further terms of five (5) years unless terminated on mutual consent by both the Board and the Town. The Town shall immediately upon such termination, be deemed to have leased the Theatre upon the terms and conditions set out in paragraph 7 and shall be entitled to take immediate possession of the Theatre.
20. This Agreement may be reviewed by all Parties at any time and any term of the Agreement may be amended or waived at any time upon mutual consent of the Parties. The failure of any Party to enforce any term or obligation of the other shall not be deemed to be a waiver of such term or obligation, or permission for any subsequent breach of the same, and either Party may at any time enforce such term or obligation. The waiver by either Party of any breach of any term or obligation hereof shall not be deemed to be a waiver of such term or obligation with respect to any subsequent breach.
21. Any notice required to be given under this Agreement shall be deemed to have been given if sent by registered mail, postage prepaid, or by telephone facsimile transmission, respectively addressed.

In the case of the Board to:

The Rainy River District School Board
522 Second Street East
Fort Frances, ON P9A 1N4

Attention: Director of Education

Telephone Facsimile: 807-274-5078

In the case of the Town to:

The Corporation of the Town of Fort Frances
P.O. Box 38
Fort Frances, ON P9A 3M5

Attention: Chief Administrative Officer

Telephone Facsimile: 807-274-8479

In the case of the College to:

Confederation College of Applied Arts and Technology
P.O. Box 398, Postal Station F
Thunder Bay, ON P7C 4W1

Attention: Vice President of Finance and Administration

Telephone Facsimile: 807-473-3705

or such other address or telephone/facsimile number as the Parties may respectively notify each other in writing, and such notice shall be deemed to have been received, if mailed, on the fourth business day next following the mailing thereof and if sent by telephone facsimile transmission, on the business day next following the telephone facsimile transmission thereof.

22. This Agreement shall become an Addendum to the existing Multi-Use Facility Agreement, March 1, 1994, between the College and the Board.
23. This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or have hereunto affixed their corporate seals attested by the hands of the duly authorized officers of the Parties.

SIGNED THIS _____ DAY OF _____, 20_____.

Chair, Rainy River District School Board

Director of Education, Rainy River District School Board

Mayor, Corporation of the Town of Fort Frances

Chief Administrative Officer, Corporation of the Town of Fort Frances

President, Confederation College of Applied Arts and Technology

SCHEDULE A



TOWN OF FORT FRANCES
320 PORTAGE AVENUE
FORT FRANCES, ON
Phone: 807.274.5323

06-May-13
2:56:35 PM

PROPERTY INFORMATION FOR: 59-12-010-004-00700-0000

Owner & Mailing Address RAINY RIVER DISTRICT SCHOOL 522 SECOND ST E FORT FRANCES ON P9A 1N4	Property Location Information 440 MCIRVINE RD Fort Frances Frontage 0 Depth 0 Area 19.56 PT RIV R LOT 39 TO 40 PCL;19244
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Notes

Official Plan

Code	Description
LIVING	Living

Zoning

Code	Bylaw	Description
I		Institutional

Structures on Property

Structures on Property														
Year	Code	Description	Storeys			Area			Bed.	Bathrooms		Floor Area		
			Full	Half	Total	Bsmt	Bsmt	Finished		Full	Half	1	2	3
1	1973	1973	650	Secondary School	2	0	60568							0

Property Documents

Document ID	Date	Document Type	Unit	Status	Status (Manual)
2011023	09-May-11	Institutional Alteration/Renovation-Buildin	MCIR	COMPLETE	Issued

Monday, May 06, 2013

Page 1 of 1



[11.2]

RAINY RIVER DISTRICT SCHOOL BOARD

MOVED D. KircherRESOLUTION NO. 221SECONDED BY J. FuhrerFORT FRANCES, December 7, 2021

That the Rainy River District School Board authorize administration to amend the Townshend Theatre Agreement to require the Theatre Advisory Committee to meet a minimum of two meetings per year and authorize administration to renew the Townshend Theatre Agreement for another 5-year term ending December 2026

To be completed by the Speaker

DISPOSITION

CARRIED <input checked="" type="checkbox"/>	LOST <input type="checkbox"/>	REFERRED <input type="checkbox"/>	POSTPONED TO DEFINITE TIME <input type="checkbox"/>	LAY ON TABLE <input type="checkbox"/>	WITHDRAWN <input type="checkbox"/>
---	-------------------------------	-----------------------------------	--	--	------------------------------------

PLURALITY

Two Thirds <input type="checkbox"/>	Majority <input checked="" type="checkbox"/>
--	--

VOTE BY

Show of Hands <input checked="" type="checkbox"/>	Recorded Vote <input type="checkbox"/>
--	---

[Signature]
Signature

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW NO. 66/21-A

(A By-Law to amend By-Law 66-21 relating to Fees and Charges for 2022).

WHEREAS on December 13, 2021, Council enacted By-Law 66-21 with respect to increases to certain user fees to be in effect January 1, 2022;

AND WHEREAS on January 10, 2022, on the recommendation of the Community Services Executive Committee Council approved a report from the Manager of Recreation and Culture proposing that an amending by-law be brought forward to amend the Library user Fees provided in Schedule G as outlined below;

AND WHEREAS the Council of the Town of Fort Frances deems it necessary and expedient to amend By-Law 66-21 relating to general fees and charges for the Town of Fort Frances

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

- 1. THAT Schedule G section 6.14.5 be revised in User Fees to include the following:

6.14.5.1.1	Half Day Rental (up to 4 hours)	\$100.00
6.14.5.1.2	Full Day Rental (5+ hours)	\$140.00

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

Enacted and **passed** this 24th day of January 2022.

J. Caul, Mayor

G. Lecuyer, Clerk

**THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO.XX-22**

(Being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 1203 Sunset Drive)

WHEREAS The Corporation of the Town of Fort Frances has constructed a sidewalk along part of the south side of Sunset Drive and requires an easement for the purposes of permitting and maintaining among other things, the sidewalk on private property;

AND WHEREAS the sidewalk extends across part of the affected private lands locally known as 1203 Sunset Drive, and legally described as PIN 56020-0593 (LT); PCL 10793 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 2, RR154 EXCEPT PT 1, 48R3177; FORT FRANCES;

AND WHEREAS Council of the Town of Fort Frances at its meeting January 10th, 2022 approved a report permitting this easement agreement.

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

1. That the acknowledgement and direction to Clare Allan Brunetta and to Clare Allan Brunetta re Herbert Snow easement in favour of The Corporation of the Town of Fort Frances over Part 1 on Plan 48R4637 Fort Frances, in the form of Schedule "A" attached hereto and forming part of this by-law be approved.
2. That Reference Plan of Survey 48R-4637 in the form of Schedule "B" attached hereto and forming part of this by-law be approved.
3. That in token of this approval, the Mayor and Clerk be authorized to execute on behalf of the Corporation of the Town of Fort Frances said acknowledgement and direction and any other document(s) necessary to complete the granting of said easement.
4. This By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 24th day of January 2022.

J.Caul, Mayor

G. Lecuyer, Clerk

ACKNOWLEDGEMENT AND DIRECTION

TO: Clare Allan Brunetta
(Insert lawyer's name)

AND TO: CLARÉ ALLAN BRUNETTA
(Insert firm name)

RE: Herbert Snow easement in favour of The Corporation of the Town of Fort Frances over Part 1 on Plan 48R4637 Fort Frances ("the transaction")
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor) , and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at _____, **this** _____ **day of** _____, **20** ____.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF FORT FRANCES
PER:

June Caul, Mayor

Gabrielle Lecuyer, Clerk

We have authority to bind the Corporation

LRO # 48 **Transfer Easement**

In preparation on 2022 01 12 at 10:44

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 3

Properties

<i>PIN</i>	56020 - 0593 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Add Easement
<i>Description</i>	EASEMENT IN GROSS PART OF PCL 10793 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 2, RR154 DESIGNATED AS PART 1 ON PLAN 48R4637; FORT FRANCES			
<i>Address</i>	1203 COLONIZATION RD W FORT FRANCES			

Consideration

Consideration \$1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

<i>Name</i>	SNOW, HERBERT RONALD
	Acting as an individual
<i>Address for Service</i>	1203 Colonization Road West Fort Frances, ON P9A 2T6

I am at least 18 years of age.
I am not a spouse
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
----------------------	-----------------	--------------

<i>Name</i>	THE CORPORATION OF THE TOWN OF FORT FRANCES	Registered Owner
	Acting as a company	
<i>Address for Service</i>	320 Portage Avenue Fort Frances, ON P9A 3P9	

Statements

Schedule: See Schedules

Calculated Taxes

<i>Provincial Land Transfer Tax</i>	\$0.00
-------------------------------------	--------

File Number

<i>Transferor Client File Number :</i>	2021-487
<i>Transferee Client File Number :</i>	2021-487

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 56020 - 0593 EASEMENT IN GROSS PART OF PCL 10793 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 2, RR154 DESIGNATED AS PART 1 ON PLAN 48R4637; FORT FRANCES

BY: SNOW, HERBERT RONALD
TO: THE CORPORATION OF THE TOWN OF FORT FRANCES Registered Owner

1. JUNE CAUL, MAYOR AND GABRIELLE LECUYER, CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF FORT FRANCES described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$1.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1.00

4. g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: transfer of easement to municipality for purposes set out herein.

5. The land is not subject to an encumbrance

6. Other remarks and explanations, if necessary.

- 1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- 2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- 3. (a) This is not a conveyance of land that is located within the "specified region".
- 4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- 5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 48 Registration No. Date:
B. Property(s): PIN 56020 - 0593 Address 1203 COLONIZATION Assessment 5912010 - 00506100
RD W Roll No
FORT FRANCES
C. Address for Service: 320 Portage Avenue
Fort Frances, ON P9A 3P9
D. (i) Last Conveyance(s): PIN 56020 - 0593 Registration No.
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

SCHEDULE

INTEREST/ESTATE TRANSFERRED – EASEMENT IN GROSS

WHEREAS the Transferor is the owner in fee simple of the lands and premises described in the Properties section of the Transfer of Easement to which this Schedule is attached (the “Easement Lands”).

AND WHEREAS The Corporation of the Town of Fort Frances (the “Transferee”) is the owner in fee simple of the lands and premises (herein the “Transferee’s Lands”, being the Dominant Lands) being composed of Parcel 10793 Sec Rainy /River; PT LT 43 River Range Mclrvine PT 2, Rr154 designated as PT 1 on Plan 48R4637 Fort Frances (PIN 56020-0593).

THE TRANSFEROR hereby grants and transfers to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee’s Lands, the free and unencumbered perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along, and upon the Easement Lands:

1. To lay down, construct, bury, dig up, erect, maintain, operate, inspect, patrol, repair, replace, relocate, alter, upgrade, renew, reconstruct, make additions to and/or remove at any time and from time to time, the sidewalk and/or appurtenances necessary and /or incidental thereto and/or associated material and equipment (all or any of which works are herein called the “Facilities”);
2. To enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for all purposes;
3. To conduct engineering, legal and other surveys in, on and over the Easement Lands; and
4. The right to remove, clear, trim, sever and fell, any buildings, structures, and or obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not erect or place any buildings, structures, and/or obstructions or dig, drill, pave, excavate in, on, and/or within, the Easement Lands.

THE TRANSFEE shall be responsible for any damage caused at any time by its agents or employees to the Easement Lands, when practical, the Transferee, after any of its activities, shall restore the Easement Lands appropriately.

NOTWITHSTANDING any rule or law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee and the Facilities shall at any time, and from time to time, be removable in whole or in part by the Transferee, its successors and assigns:

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

METRIC

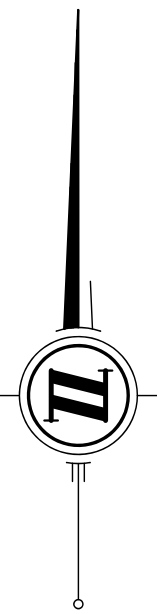
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471

ROTATIONS APPLIED TO PLAN BEARINGS FOR BEARING COMPARISONS	
PLAN	ROTATION
P, P1	0°30'15" CLOCKWISE
P2	0°34'00" CLOCKWISE

COORDINATES BELOW ARE DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE AND ARE REFERRED TO UTM ZONE 15, NAD83 (CSRS)(2010).
COORDINATES COMPLY WITH URBAN ABSOLUTE ACCURACY PER SEC.14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
A	5 383 467.22	468 068.92
B	5 383 467.96	467 998.60
C	5 383 418.38	467 967.48

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



TRAVELLED ROAD KNOWN AS EMO ROAD

COLONIZATION

ROAD (ORIGINAL ROAD ALLOWANCE)

NO PIN ASSIGNED

PART 1

N89°23'30"W
28.61 (P3&SET)

12.64

70.39

SIB
(1011)

SM-59

PLAN REGISTERED

PLAN 48R-4637

Received and deposited

December 1st, 2021

Vanessa Williams

Representative for the
Land Registrar for the
Land Titles Division of
Rainy River (No.48)

PARTS SCHEDULE

PART	LOT	PIN	AREA
1	PART OF LOT 43	PART OF 56020-0593	23 m ²
2	RIVER RANGE	PART OF 56020-0158	40 m ²

PLAN OF SURVEY OF
PART OF LOT 43
RIVER RANGE
TOWNSHIP OF McIRVINE
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE - 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 762mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:300.

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, HAVING A BEARING OF N89°23'30"W BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 15, NAD83 (CSRS)(2010).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999563.

LEGEND

□	DENOTES A PLANTED SURVEY MONUMENT
■	DENOTES A FOUND SURVEY MONUMENT
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
SIB	DENOTES A PLANTED SURVEY MONUMENT
IB	DENOTES IRON BAR
RPL	DENOTES ROCK PLUG
P	DENOTES PLAN RR-154
P1	DENOTES PLAN 48R-1484
P2	DENOTES PLAN 48R-3177
P3	DENOTES PLAN BY J. BOWMAN, O.L.S., DATED 1999
R	DENOTES RADIUS
A	DENOTES ARC
C	DENOTES CHORD

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 15TH DAY OF NOVEMBER, 2021.

2021/11/23
DATE

PETER de HAAN
PETER de HAAN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM
NUMBER V-17889.



TBT ENGINEERING
CONSULTING GROUP

TBT SURVEYORS INC. - A WHOLLY OWNED SUBSIDIARY OF TBT ENGINEERING LIMITED

1918 YONGE STREET, THUNDER BAY, ON P7E 6T9
T: (807) 624-5160 F: (807) 624-5161 www.tbte.ca

DRAWN BY: PD	CHECKED BY: PdeH	DATED: 2021/11/15
DWG. No.:	File: Y:\Projects\2021\21-592 TFF - COLONIZATION\Microsurvey\20-592 Ref Plan.dwg	

**THE CORPORATION OF TOWN OF FORT FRANCES
BY-LAW NO. XX-22**

(Being a By-Law to authorize an easement in favour of the Town of Fort Frances over private lands, namely 1219 Sunset Drive)

WHEREAS The Corporation of the Town of Fort Frances has constructed a sidewalk along part of the south side of Sunset Drive and requires an easement for the purposes of permitting and maintaining among other things, the sidewalk on private property;

AND WHEREAS the sidewalk extends across part of the affected private lands locally known as 1219 Sunset Drive, and legally described as PIN 56020-0158 (LT); PCL 22403 SEC RAINY RIVER; FIRSTLY PT LT 43 RIVER RANGE MCIRVINE PT 3 & 4, 48R1484; SECONDLY PT LT 43 RIVER RANGE MCIRVINE PT 5, 48R1484; FORT FRANCES;

AND WHEREAS Council of the Town of Fort Frances at its meeting January 10th, 2022 approved a report permitting this easement agreement.

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

1. That the acknowledgement and direction to Paul Ernest Brunetta and to Clare Allan Brunetta re Transfer of Easement to The Corporation of the Town of Fort Frances from Larry Mattson and Anita Mattson over Part 2 on Plan 48R4637, in the form of Schedule "A" attached hereto and forming part of this by-law be approved.
2. That Reference Plan of Survey 48R-4637 in the form of Schedule "B" attached hereto and forming part of this by-law be approved.
3. That in token of this approval, the Mayor and Clerk be authorized to execute on behalf of the Corporation of the Town of Fort Frances said acknowledgement and direction and any other document(s) necessary to complete the granting of said easement.
4. This By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 24th day of January 2022.

J.Caul, Mayor

G. Lecuyer, Clerk

ACKNOWLEDGEMENT AND DIRECTION

TO: Paul Ernest Brunetta
(Insert lawyer's name)

AND TO: CLARE ALLAN BRUNETTA
(Insert firm name)

RE: Transfer of Easement to The Corporation of the Town of Fort Frances from ("the transaction")
Larry Mattson and Anita Mattson over Part 2 on Plan 48R4637
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out in this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- ~~You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Ontario as the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;~~
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Charger), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☒ Other documents set out in Schedule "B" attached hereto. Transfer Easement

Dated at Fort Frances, ON, this _____ day of January, 2022.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF FORT FRANCES
PER:

June Caul, Mayor

Gabrielle Lecuyer, Clerk

We have authority to bind the Corporation

SCHEDULE "B"

LRO # 48 **Transfer Easement**

In preparation on 2022 01 12 at 11:01

This document has not been submitted and may be incomplete.

yyyy mm dd Page 1 of 3

Properties

<i>PIN</i>	56020 - 0158 LT	<i>Interest/Estate</i>	Fee Simple	<input checked="" type="checkbox"/> Add Easement
<i>Description</i>	EASEMENT IN GROSS, PART OF PCL 22403 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 3 AND PT 5, 48R1484 DESIGNATED AS PART 2 PLAN 48R4637 FORT FRANCES			
<i>Address</i>	1219 COLONIZATION RD W FORT FRANCES			

Consideration

Consideration \$1.00

Transferor(s)

The transferor(s) hereby transfers the easement to the transferee(s).

<i>Name</i>	MATTSON, LARRY
	Acting as an individual
<i>Address for Service</i>	1219 Colonization Road West Fort Frances, ON P9A 2T6

I am at least 18 years of age.
My spouse is a party to this document.
This document is not authorized under Power of Attorney by this party.

<i>Name</i>	MATTSON, ANITA
	Acting as an individual
<i>Address for Service</i>	1219 Colonization Road West Fort Frances, ON P9A 2T6

I am at least 18 years of age.
My spouse is a party to this document.
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
----------------------	-----------------	--------------

<i>Name</i>	THE CORPORATION OF THE TOWN OF FORT FRANCES	Registered Owner
	Acting as a company	
<i>Address for Service</i>	320 Portage Avenue Fort Frances, ON P9A 3P9	

Statements

Schedule: See Schedules

Calculated Taxes

<i>Provincial Land Transfer Tax</i>	\$0.00
-------------------------------------	--------

File Number

<i>Transferor Client File Number :</i>	2021-487
<i>Transferee Client File Number :</i>	2021-487

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 56020 - 0158 EASEMENT IN GROSS, PART OF PCL 22403 SEC RAINY RIVER; PT LT 43 RIVER RANGE MCIRVINE PT 3 AND PT 5, 48R1484 DESIGNATED AS PART 2 PLAN 48R4637 FORT FRANCES

BY: MATTSON, LARRY
MATTSON, ANITA
TO: THE CORPORATION OF THE TOWN OF FORT FRANCES Registered Owner

1. JUNE CAUL, MAYOR AND GABRIELLE LECUYER, CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE TOWN OF FORT FRANCES described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$1.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$1.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$1.00

4. g) Transfer to a municipality pursuant to subdivision or development agreement, condominium approval or other municipal purposes: transfer of easement to municipality for purposes set out herein

5. The land is not subject to an encumbrance

PROPERTY Information Record

A. Nature of Instrument: Transfer Easement
LRO 48 Registration No. Date:
B. Property(s): PIN 56020 - 0158 Address 1219 COLONIZATION Assessment 5912010 - 00506400
RD W Roll No
FORT FRANCES
C. Address for Service: 320 Portage Avenue
Fort Frances, ON P9A 3P9
D. (i) Last Conveyance(s): PIN 56020 - 0158 Registration No.
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

SCHEDULE

INTEREST/ESTATE TRANSFERRED – EASEMENT IN GROSS

WHEREAS the Transferor is the owner in fee simple of the lands and premises described in the Properties section of the Transfer of Easement to which this Schedule is attached (the “Easement Lands”).

AND WHEREAS The Corporation of the Town of Fort Frances (the “Transferee”) is the owner in fee simple of the lands and premises (herein the “Transferee’s Lands”, being the Dominant Lands) being composed of Parcel 22403 Sec Rainy River; PT LT 43 River Range Mclrvine PT 3 and 5, 48R1484 designated as Part 2 on Plan 48R4637 Fort Frances (PIN 56020-0158).

THE TRANSFEROR hereby grants and transfers to the Transferee, its successors and assigns, to be used and enjoyed as appurtenant to the Transferee’s Lands, the free and unencumbered perpetual rights, easements, rights of way, covenants, agreements, and privileges as herein set out in, through, under, over, across, along, and upon the Easement Lands:

1. To lay down, construct, bury, dig up, erect, maintain, operate, inspect, patrol, repair, replace, relocate, alter, upgrade, renew, reconstruct, make additions to and/or remove at any time and from time to time, the sidewalk and/or appurtenances necessary and /or incidental thereto and/or associated material and equipment (all or any of which works are herein called the “Facilities”);
2. To enter on, to exit from and to pass and repass at any and all times, free and unimpeded, in, over, along, upon, across, through, and under the Easement Lands, for and/or by the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors, subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment for all purposes;
3. To conduct engineering, legal and other surveys in, on and over the Easement Lands; and
4. The right to remove, clear, trim, sever and fell, any buildings, structures, and or obstructions such as trees, roots, brush, stumps, boulders, rock, and/or otherwise encountered during the course of construction and/or subsequent maintenance and/or otherwise of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not erect or place any buildings, structures, and/or obstructions or dig, drill, pave, excavate in, on, and/or within, the Easement Lands.

THE TRANSFEE shall be responsible for any damage caused at any time by its agents or employees to the Easement Lands, when practical, the Transferee, after any of its activities, shall restore the Easement Lands appropriately.

NOTWITHSTANDING any rule or law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee and the Facilities shall at any time, and from time to time, be removable in whole or in part by the Transferee, its successors and assigns.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

METRIC

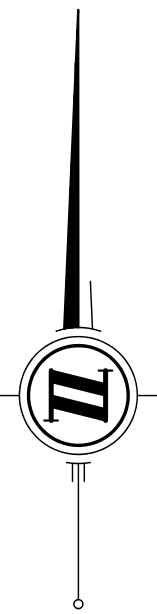
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048
AREAS SHOWN ON THIS PLAN ARE IN HECTARES AND CAN BE CONVERTED TO ACRES BY MULTIPLYING BY 2.471

ROTATIONS APPLIED TO PLAN BEARINGS FOR BEARING COMPARISONS	
PLAN	ROTATION
P, P1	0°30'15" CLOCKWISE
P2	0°34'00" CLOCKWISE

COORDINATES BELOW ARE DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE AND ARE REFERRED TO UTM ZONE 15, NAD83 (CSRS)(2010).
COORDINATES COMPLY WITH URBAN ABSOLUTE ACCURACY PER SEC.14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
A	5 383 467.22	468 068.92
B	5 383 467.96	467 998.60
C	5 383 418.38	467 967.48

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



TRAVELLED ROAD KNOWN AS EMO ROAD

COLONIZATION

ROAD

(ORIGINAL ROAD ALLOWANCE)

NO PIN ASSIGNED

PART 1

N89°23'30"W
28.61 (P3&SET)

12.64

70.39

SIB (1011)

SM-59

PLAN

REGISTERED

PLAN 48R-4637

Received and deposited

December 1st, 2021

Vanessa Williams

Representative for the
Land Registrar for the
Land Titles Division of
Rainy River (No.48)

PARTS SCHEDULE

PART	LOT	PIN	AREA
1	PART OF LOT 43	PART OF 56020-0593	23 m ²
2	RIVER RANGE	PART OF 56020-0158	40 m ²

PLAN OF SURVEY OF
PART OF LOT 43
RIVER RANGE
TOWNSHIP OF McIRVINE
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE - 1:300



THE INTENDED PLOT SIZE OF THIS PLAN IS 762mm IN WIDTH BY 610mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:300.

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, HAVING A BEARING OF N89°23'30"W BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 15, NAD83 (CSRS)(2010).
DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999563.

LEGEND

□	DENOTES A PLANTED SURVEY MONUMENT
■	DENOTES A FOUND SURVEY MONUMENT
SIB	DENOTES STANDARD IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
SIB	DENOTES A PLANTED SURVEY MONUMENT
IB	DENOTES IRON BAR
RPL	DENOTES ROCK PLUG
P	DENOTES PLAN RR-154
P1	DENOTES PLAN 48R-1484
P2	DENOTES PLAN 48R-3177
P3	DENOTES PLAN BY J. BOWMAN, O.L.S., DATED 1999
R	DENOTES RADIUS
A	DENOTES ARC
C	DENOTES CHORD

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 15TH DAY OF NOVEMBER, 2021.

2021/11/23
DATE

PETER de HAAN

PETER de HAAN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM
NUMBER V-17889.



TBT ENGINEERING
CONSULTING GROUP

TBT SURVEYORS INC. - A WHOLLY OWNED SUBSIDIARY OF TBT ENGINEERING LIMITED

1918 YONGE STREET, THUNDER BAY, ON P7E 6T9
T: (807) 624-5160 F: (807) 624-5161 www.tbte.ca

DRAWN BY: PD CHECKED BY: PdeH DATED: 2021/11/15

DWG. No.: File: Y:\Projects\2021\21-592 TFF - COLONIZATION\Microsurvey\20-592 Ref Plan.dwg

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW No. XX / 22

(Being a by law to authorize the execution of a contribution agreement between The Federal Economic Development Agency for Northern Ontario as represented by the Minister of Indigenous Services and Minister responsible for the Federal Economic Development Agency for Northern Ontario and the Corporation of the Town of Fort Frances re: 851-513365 Fort Frances Community Microgrid Feasibility Study)

WHEREAS *Section 8.1 of the Municipal Act, 2001, c. 25 as amended*, authorizes Councils of local municipalities to pass by-laws to enter into agreements

AND WHEREAS on January 24, 2022 Council received a report from the CAO, to enter into contribution Agreement with the Federal Economic Development Agency for Northern Ontario for the purpose of a Fort Frances Community Microgrid Feasibility Study

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a contribution agreement with the Federal Economic Development Agency for Northern Ontario

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 24th day of January 2022.

J. Caul, Mayor

G. Lecuyer, Clerk



Government
of Canada

Gouvernement
du Canada

Federal Economic Development
Agency for Northern Ontario
19 Lisgar Street
Suite 307
Sudbury, Ontario
P3E 3L4

Agence fédérale de développement
économique pour le Nord de l'Ontario
19 rue Lisgar
Bureau 307
Sudbury (Ontario)
P3E 3L4

Protected B

December 10, 2021

Project Number: 851-513365

THIS AGREEMENT made as of:

BETWEEN

The Federal Economic Development Agency for Northern Ontario (the "Agency")

As represented by the Minister of Indigenous Services and Minister responsible for the Federal
Economic Development Agency for Northern Ontario

– AND –

The Corporation of the Town of Fort Frances (the "Recipient")

WHEREAS in response to an application from the Recipient received September 23, 2020, the Agency has agreed to provide a non-repayable Contribution to the Recipient (the Agency and the Recipient collectively referred to as the Parties and individually as a Party) under the Northern Ontario Development Program for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

1.0 The Agreement

1.1 a) The following Annexes form part of this Agreement:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Agency.

c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.

d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

1.2 Precedence

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

1.3 Headings

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

1.4 Date of Acceptance

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Agency (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Agency under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

2.0 **The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2021 (the "Commencement Date") and is completed on or before September 30, 2022 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Agency.

3.0 The Contribution

3.1 The Agency will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 87.5% of the incurred Eligible & Supported Costs of \$400,000 of the Project outlined in Annex 1, and
- b) \$350,000.

3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to September 23, 2020 or later than the Completion Date.

The Agency shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Agency may, at its sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Agency of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Agency shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Agency shall have the right to recover the amount so paid from the Recipient.

4.0 Total Canadian Government Funding

- a) The Agency and the Recipient hereby acknowledge that for purposes of this Agreement the Recipient has received no other federal, provincial, or municipal assistance for the Project.
- b) The Recipient shall promptly inform the Agency in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

5.0 Intellectual Property

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

5.2 Copyright

All reports and other information that the Agency collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Agency, shall be deemed to be “Canada Information”. The Agency shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as it may, from time to time, determine.

6.0 Claims and Payments

6.1 Payment Procedures

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Agency. Each claim will include the following information:
 - i) a list of Eligible and Supported Costs incurred;
 - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
 - iii) any other documentation in support of the claim as may be required by the Agency.
- b) The Agency shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Agency shall pay to the Recipient the Agency's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Agency's customary payment practices.
- d) The Agency may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Agency may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Agency.

6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Agency in scope and detail:
 - i) a final statement of total Project costs;
 - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
 - iii) a Final Activity Report on the Project;
 - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
 - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Agency no later than six (6) months after the Completion Date or early Termination Date of the Project. The Agency shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Agency may in its absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as it deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Agency may, at the Agency's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Agency;
- b) the Final Report has been submitted to the satisfaction of the Agency;
- c) audits, where required by the Agency have been completed to the satisfaction of the Agency; and
- d) the Agency has approved the final claim described in subsection 6.2.

6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Agency promptly and in any case no later than 30 days from the date of the Agency's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Agency.

6.6 Sharing Ratios

If the Agency makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

6.7 Advance Payments

Where the Agency is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Agency may, at its sole discretion, make advance payments to the Recipient.

7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Agency to assess the progress of the Project (e.g. work completed to date). Upon request of the Agency and at no cost to it, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Agency may request that the Recipient submit a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Agency.
- 7.4 The Recipient shall provide to the Agency a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Agency's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Agency to conduct such independent audits and evaluations as the Agency in its discretion may require;
 - b) permit any authorized representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
 - c) supply promptly, on request, such information in respect of the Project and its results as the Agency may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Agency shall have the right, at its own expense, and as and when it determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Agency under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Agency, which may include any of the following: Agency Officials, an independent auditing firm, and the Recipient's external auditors. The Agency will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a municipality and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement.
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;

- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
 - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
 - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
 - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

9.0 Announcements, Events and other Communications Activities

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Agency in the form of a news release and/or media event. The Agency shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Federal Economic Development Agency for Northern Ontario), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements section of the FedNor website (fednor.gc.ca), located under Resources.

10.0 Official Languages

- 10.1 The Recipient may carry out the Project in the official language of the Recipient's choice.

11.0 Indemnification and Limitation of Liability

- 11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Agency, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Agency, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Agency, its officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Agency in the performance of its duties.

11.3 The Agency shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Agency shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Agency, its agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

12.0 Default and Remedies

12.1 Events of Default

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Agency, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Agency, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Agency, there is a material adverse change in risk;
- f) in the opinion of the Agency, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Agency, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Agency, are beyond the control of the Recipient.

12.2 Notice and Rectification Period

The Agency may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Agency's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Agency may, in its discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Agency may in its sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Agency that it has taken the necessary steps to correct the condition, failing which the Agency may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Agency may decide.

12.3 Remedies

If the Agency declares that an event of default has occurred, the Agency may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;

- b) suspend any obligation by the Agency to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Agency all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Agency at law.

13.0 General

13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$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. The Agency may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Agency may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Agency all amounts outstanding in that regard when making any claim under this Agreement.

- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties. Notwithstanding the foregoing, the Agency may:
- a) disclose the contents of this Agreement and any documents pertaining thereto, whether predating or subsequent to this Agreement, or of the transactions contemplated herein, where in the opinion of the Agency such disclosure is necessary to the defence of Canada's interests in the course of a trade remedy investigation conducted by a foreign investigative authority and is protected from public dissemination by the foreign investigative authority. The Agency shall notify the Recipient of such disclosure;
 - b) disclose the contents of this Agreement and documents and information related thereto as may be required pursuant to obligations contained in trade agreements to which Canada is a party; and
 - c) disclose information which may be required by government policies including a policy related to proactive disclosure.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the *Interpretation Act* R.S., c. I-23, as amended from time to time.
- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the *Commercial Arbitration Act (Canada)*, and all regulations made pursuant to that Act.

- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Agency, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.
- 13.13 The Recipient represents and warrants that:
- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the *Lobbying Act*, as amended from time to time;
 - b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the *Lobbying Act*;
 - c) at all relevant times it has been, is and will continue to remain in compliance with the *Lobbying Act*;

- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Agency may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

14.0 Notice

- 14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

- 14.2 Any notice or correspondence to the Agency shall be addressed to:

Federal Economic Development Agency for Northern Ontario
201 May Street North, Suite 301
Thunder Bay ON P7C 3P4

Attention: Mr. Jeffrey O'Brien
Planning and Decision Making
Northern Ontario Development Program

or to such other address as may be designated by the Agency in writing.

- 14.3 Any notice or correspondence to the Recipient shall be addressed to:

Mr. Faisal Anwar
Chief Administrative Officer
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 3P9

- 14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.

Project Number: 851-513365

IN WITNESS WHEREOF the Parties hereto have executed this Agreement

The Federal Economic Development Agency for Northern Ontario (the “Agency”)

As represented by the Minister of Indigenous Services and
Minister responsible for the Federal Economic Development
Agency for Northern Ontario

Per: **Perreault, Lucie** Digitally signed by Perreault,
Lucie
Date: 2021.12.10 19:57:58 -05'00'
Name: Lucie Perreault
Title: Program Director, Federal Economic
Development Agency for Northern Ontario
(FedNor)
Date:

RECIPIENT

Per:
Name:
Title:
Date:

Per:
Name:
Title:
Date:

I/we have authority to bind The Corporation of the Town of Fort
Frances

Annex 1

THE PROJECT - STATEMENT OF WORK

Recipient: The Corporation of the Town of Fort Frances

Project Number: 851-513365

I. PROJECT SCOPE

i) Description:

The feasibility study will look at the application of Distributed Energy Resource (DER) technologies, including re-purposing the idled biomass boiler and decommissioned combined heat and power generating station located in the shuttered pulp and paper mill located in the centre of town. The project will determine:

(A) If low electricity rates, energy self-sufficiency, and enhanced supply of electricity can be achieved through an integrated community-based microgrid system.

(B) If and how a microgrid system would have impact on economic growth and prosperity in the town and contribute to:

- i. Modernizing the Town of Fort Frances.
- ii. Attracting new businesses and industries into the town.
- iii. Leading to creating new jobs.
- iv. Making the community attractive for living and working.

ii) Project Location:

Fort Frances, Ontario

iii) Dates:

- a) Commencement Date - June 1, 2021
- b) Completion Date - September 30, 2022

iv) Key Workplan Activities, Timelines and Milestones:

It is anticipated that the project will take approximately one year to complete.
The scope would consist of the following key elements:

(A) Business Model Development:

- i. Determine the benefits to the Town of Fort Frances, the community, and the region as a whole.
- ii. Determine the Financial value, competitive advantages, and competitive position that will be created by increased supply, lower cost, increased resilience, and improved reliability.
- iii. Determine ownership, partnership, and operating options.
- iv. Review of market.
- v. Determine Financing options (potential funding partners, investors, funding model, financial plan).
- vi. Determine risks, and develop a risk management framework.

(B) Engineering Design and Technologies:

- i. Scale of project(s).
- ii. Assessment of available technologies.
- iii. Evaluation of energy supply mixes.
- iv. Assessment of load /generation profiling.
- v. Review existing biomass, Cogen Footprint, and potential to re purpose (this asset is on former resolute mill property).

(C) Governance, Policies and Regulations:

- i. Determine Governance model.
- ii. Determine operating and interconnection standards.
- iii. Examination of siting and permitting.
- iv. Evaluation of right of way laws.
- v. Assessment of legal and historical power agreement implications.
- vi. Determination of regulation and licensing requirements
- vii. Examination of rate setting

v) Performance Measures and Tracking Plan:

The anticipated measurable results that will occur between the project start and end dates include:

- Develop a decision document to evaluate the economically justifiability and technical feasibility of the project.
- Identify alternate economic opportunities to mitigate the financial and social (employment) impact the community suffered as a result of the closure of the local Pulp and Paper mill.
- Create five FTE in consulting services jobs (i.e. engineering, regulatory, legal, and financial) over a one year project period.
- One alliance created.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$350,000
- Supported	\$400,000	Other Federal	\$0
- Not Supported	\$0	Provincial	\$0
Ineligible Costs	\$0	Municipal	\$0
		Financial Institution	\$0
		Recipient	\$50,000
		Other	\$0
Total	<u>\$400,000</u>		<u>\$400,000</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Consultant Costs	\$400,000		\$400,000
TOTAL ELIGIBLE COSTS	<u>\$400,000</u>		<u>\$400,000</u>
<u>Ineligible Costs</u>			\$0
TOTAL INELIGIBLE COSTS			<u>\$0</u>
TOTAL PROJECT COSTS			<u>\$400,000</u>

* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

vii) Official Languages Obligations:

For greater certainty, Section 10.0 includes:

The Recipient may carry out the Project in the official language of the Recipient's choice.

II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Agency.
- ii) Pre-disbursement Conditions
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
 - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Agency.
- iii) Advance Payments:
 - a) The Agency has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Agency.

III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Agency:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Agency.
- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
 - a) a Final Results Report at project end on results achieved between the project start and end date;
 - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
 - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.

Annex 2

COSTING MEMORANDUM
Planning and Decision Making

1.0 General Conditions

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Agency,
- a) directly related to the Project;
 - b) reasonable;
 - c) appear in the "The Project-Statement of Work";
 - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
 - e) incurred between September 23, 2020 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between September 23, 2020 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Agency related to the Recipient, shall be valued at the cost which, in the opinion of the Agency, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Agency access to such books, accounts and records.

2.0 Eligible Costs

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Agency, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Agency is advised to ensure that the costs for these services are eligible. The Agency may not contribute to the cost of goods or services that are not, in the opinion of the Agency, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.

2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Agency, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Council Meeting-Jan. 10

When I took my oath of office as the Mayor of this great community, I made a personal promise to myself to listen to and respect every community member, their concerns and their ideas, even if their ideologies don't match with mine. I also promised myself to step up in whatever way possible to protect this Council, Administration, and Staff in any way I needed to.

For many months, I have seen letters to the editor and received many emails and phone calls from citizens voicing concerns about the transfer of Resolute's Forest License and Audit. In 2019, a law firm was sequestered to find answers for the questions we also had regarding these types of concerns.

As always, as I had vowed, I met with a resident to listen to his concerns regarding this issue. In an attempt to assist in helping this contact to understand that Council, staff and consultants had been working diligently toward finding answers to the questions we had ourselves, I shared the letter from the legal team we had hired to show this resident that we had received this draft that told us they had found as much as was available on the ministry website. In my lack of knowledge of the issue, what I thought would be an end to the concerns voiced by this resident, opened up a whole new can of worms; more concerns and questions.

In my haste to stand up and protect the integrity of this Council, our Staff, and Consultants, I definitely miss-stepped in the way I handled the situation. I should have asked Council to give me permission to share the report from the lawyers and for this I humbly apologize.

I want to be very clear that I had no part in the leak to the press that recently happened. I feel betrayed and have lost the trust and confidence in my contact, just as I assume Council and Staff must feel about me regarding my actions in trying to deal with this issue.

I want to, once again, sincerely apologize for the way I handled this situation.

Kind Regards,
June Carl



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

January 17, 2022

Resolution 2022-01: Support for the Expansion of NOSM to address the urgent need for physicians in Northern Ontario.

Background:

There is a desperate shortage of physicians and health care professionals in Northwestern Ontario. The global pandemic has put a microscope on the inadequacies and vulnerabilities present in the health care system in northern communities with limited access to physicians and specialists. Northwestern Ontario is a vast geographic region, and many smaller communities are not equipped with their own hospitals or trained professionals. Therefore, residents from many municipalities must travel long distances to access health care services. Procuring and retaining skilled physicians that can respond to the unique and multifaceted health care needs of Northern communities is of vital importance and will translate to lives saved.

The Northern Ontario School of Medicine (NOSM), along with Lakehead and Laurentian universities, developed a unique and successful curriculum that resulted in highly trained physicians and specialists. A large portion of students complete their training in rural communities in Northwestern Ontario and many choose to stay and develop their practice. NOSM has proven highly successful at providing doctors for Northern Ontario.

Recommendation:

WHEREAS that the Northwestern Ontario Municipal Association recognizes the urgent need for physicians in Northern Ontario as it is experiencing a shortage of trained physicians and specialist physicians;

AND WHEREAS one in eight Northern residents do not have access to a family doctor and many must travel long distances to access health care services representing the failure of health care in Northern Ontario;

AND WHEREAS communities in Northern Ontario require access to equitable health care, especially underserved rural, Indigenous, and Francophone communities;

AND WHEREAS the expansion of physician training at NOSM is a way to encourage more physicians to come and work in Northern communities and care must be taken to encourage newly trained physicians to stay and contribute to the health care crisis in the North;

AND WHEREAS although highly successful at providing doctors for Northern Ontario, NOSM has fewer health care professionals' spots than the rest of Ontario medical schools and it would take at minimum, five NOSM graduating classes at sixty-four physicians per year to address the current shortage.

THEREFORE BE IT RESOLVED THAT with the announcement of NOSM becoming a free-standing University, the Northwestern Ontario Municipal Association requests that the Provincial Government and

the Ontario Medical Association immediately expand NOSM's capacity to meet the needs of Northern Ontario, with added MD positions, Residency positions (PGY 1, 3, and 4) and clinical teaching funding to the Northern Ontario Academic Medicine Association.

FURTHER BE IT RESOLVED THAT a copy of this resolution be forwarded to Premier Doug Ford, Minister of Colleges and Universities Jill Dunlop, Minister of Health Christine Elliot, MPP Victor Fedeli, The Leaders of the Opposition Parties, Ontario Medical Association, Northern School of Medicine, Northern Ontario Academic Medicine Association, Association of Municipalities of Ontario (AMO), the Federation of Northern Ontario Municipalities (FONOM), all Clerks and CAOs of NOMA.

Moved By: Wendy Brunetta

Seconded By: Rick Dumas

CARRIED



President

Cc: Hon. Jill Dunlop, Minister of Colleges and Universities
 Hon. Christine Elliot, Minister of Health
 Hon. Victor Fedeli, Minister of Economic Development, Job Creation & Trade
 Hon. Steven Del Duca, Leader of the Ontario Liberal Party
 Hon. Andrea Horwath, Leader of the Ontario NDP Party
 Ontario Medical Association
 Northern School of Medicine
 Northern Ontario Academic Medicine Association
 Association of Municipalities of Ontario
 Federation of Northern Ontario Municipalities
 All Clerks and CAOs of NOMA

January 19, 2021



VIA EMAIL

Cody Vangel
Chief Building Official & Municipal Planner
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, CA, P9A 3P9

Subject: Information Package
Proposed Monopole Installation

Address: 238 Church Street, Fort Frances, ON
Legal Description: LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

Coordinates: Latitude: N 48°36' 32.9", Longitude: W 93°23' 51"

Bell Site Reference: X3187 – Fort Frances Town Centre

Dear Mr. Vangel,

As you know, Canacre Ltd. is representing Bell Mobility Inc. ("Bell") in the consultation for the installation and operation of a telecommunications installation in the Town of Fort Frances ("Town"). We have been in preliminary consultation with the Town to identify a suitable design and location for a 35-metre monopole to provide improved wireless data and voice communication.

This Information Package is to provide detailed information on the new telecommunications installation required to improve wireless service to the community and to invite comments from the Town as part of the consultation process. The purpose of this site is to maintain wireless coverage in the Town of Fort Frances and surrounding area after the decommissioning of the existing antenna due to a change in land-use on the site. The proposed monopole will continue to support Bell's wireless network, and benefit the residents and businesses of the community by providing them with access to reliable wireless telecommunication services.

Bell is committed to working with the Town and the community in consultation to obtain feedback for the proposed tower to determine an appropriate location and design for the tower that will improve wireless services. Please consider this information package the official commencement of the consultation process.

If you require anything further, please do not hesitate to contact us at (416) 548-8602 ext 2186 or directly by e-mail at eturunen@canacre.com.

Sincerely,

Evan Turunen
Planner, Planning and Permitting
Agent for Bell

Encl: Bell Information Package
Mail Out Notice
Newspaper Notice
Site Plan

cc: Matthew Milligan, Senior Advisor Real Estate and Government Relations, Bell Mobility Inc.
Innovation, Science and Economic Development Canada – Eastern and Northern Ontario District

Subject: Information Package
Proposed 35m Monopole Installation

Address: 238 Church Street, Fort Frances, ON.

Legal Description: LOT 339 & PART OF LOT 340, TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

Coordinates: Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51"

Bell Site Reference: X3187 – Fort Frances Town Centre

1. Proposed Location

Bell Mobility Inc. ("Bell") is proposing to locate a new telecommunications tower at the above-reference location, on land owned by Bell. The site is located on lands designated as "Downtown Business Area" in the Town of Fort Frances Official Plan and "Commercial - C2" in the Town's Zoning By-Law (please note radio installations are federally regulated and do not need to adhere to local zoning regulations). The site is located at the western edge of 238 Church Street, Fort Frances, ON.

In selecting the proposed location, a number of other sites were also considered:

- a. **Evaluation of Existing Structures.** As required by Innovation, Science and Economic Development Canada ("ISED", formerly known as Industry Canada), before a new free standing tower is proposed, a telecommunications carrier must make best efforts to evaluate any existing structures - towers or rooftops - that may be available to support new equipment or to use for co-location. After careful examination, it has been determined there are no viable existing structures in the area that would be suitable for the operations of Bell's network equipment.
- b. **Alternative Sites Considered.** Multiple other properties and locations were investigated by Bell that were determined to be less appropriate than the current proposed location for various reasons. These sites were assessed by a detailed analysis conducted by Bell's Radio Frequency Engineering Department, and subsequently in the field by conducting multiple site visits by the project team personnel. The proposed site location is depicted under **Appendix 1: Proposed Site Location**.

CAN1 (Proposed Location): CAN1 met acceptable road and utility access requirements. The proposed location satisfies network improvement objectives while minimizing potential negative aesthetic impacts to the area compared to the alternate candidates considered.

CAN2: CAN2 met radiofrequency objectives but was rejected in favour of CAN1 as CAN2 is in closer proximity to the nearby market area and existing storm sewer system. It was determined that developing CAN2 would unnecessarily impose potential negative aesthetic impacts in the community and interfere with storm sewer infrastructure.

CAN3: CAN3 met radiofrequency objectives but was rejected in favour of CAN1 due to CAN3 being in closer

proximity to nearby market area and existing storm sewer system. It was determined that developing CAN3 would unnecessarily impose potential negative aesthetic impacts in the community and interfere with storm sewer infrastructure.

2. Proposed Design

In order to enhance wireless service, Bell is proposing to install a 35-metre monopole on the southwest corner of 238 Church Street that will service the area.

Bell has completed a survey plan (see **Appendix 3: Survey Plan**) as well as visual simulations of the proposed monopole (see **Appendix 4: Visual Simulations**). The proposed design is subject to change based on final engineered design.

Bell has made efforts to minimize the visibility of the monopole to the area residents. This location was selected not only because it had the least visual impact compared to all the viable sites and is over 250 metres away from the closest residential dwelling, but also provides the community with the highest network coverage and capacity improvements. Additionally, the proposed tower design is a monopole, which is an unobtrusive design option.

Bell welcomes any comments from the Town of Fort Frances in regards to the proposed monopole location and design.

3. Temporary Tower “Cell on Wheels”

Due to a change in land uses on the property where Bell's existing antenna site is located in Fort Frances, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area.

This proposal will include a temporary tower at the proposed location, called a Cell On Wheels (COW) to maintain service for the Fort Frances community during the intermittent phase of this project. The COW will be established prior to the decommissioning of the existing rooftop antenna, and will be taken down when the proposed monopole becomes operational and is able to service the community.

4. Public Consultation Process

Although ISED has exclusive jurisdiction in the licensing of radiocommunication sites, such as the proposed tower, ISED also requires proponents to consult with the local land use authority and public.

As the Town does not currently hold a telecommunications policy, Bell would like to initiate ISED's *Default Public Consultation Process* (as described in the ISED circular, CPC-2-0-03, commonly referred to as the “CPC”). Information on the consultation process as described under Section 4 may be found on-line at:

<http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/sf08777.html#contents>

To engage the community to bring forth any comments and questions in regards to the proposed tower site, the CPC will require Bell to contact all residents in writing within three times the tower height (105 metres from the tower property) the issuance of a notification package and to place a public notice in the local paper to invite the public to comment on the proposed site for a minimum of a 30-day period. Bell has officially commence the consultation as of January 19, 2022 and a newspaper ad has been published in the Fort Frances Times.

Under the CPC, during the 30-day comment period, Bell is required to acknowledge receipt of any comments or questions within 14 days. Bell will then address all reasonable and relevant concerns within 60 days. The commenting party has a further 21 days to reply to Bell, after which the comment period will close

At the conclusion of the consultation process, Bell will prepare and submit to the Town of Fort Frances a summary of comments received from the community and the replies provided by Bell.

5. Concurrence Requirements

Although Bell is exclusively regulated by the Federal Government, ISEDC requires Bell to consult with the land use authority as a commenting body in the siting of antenna support structures. As a form of comment, Bell will be seeking support or concurrence from the Town in the form of a Resolution, Minutes of a committee meeting or council and/or a letter that addresses the following items:

- The Town is satisfied with Bell's consultation process, as outlined in the current telecommunication policy;
- The proposed design and location is acceptable;
- That the Town has been consulted and concurs with the monopole tower location.

6. Health and Safety Compliance

The installation and operation of the proposed monopole tower will be in compliance with the following safety standards:

a) Safety Code 6

Bell attests that the proposed monopole will at all times comply with Health Canada's Safety Code 6 which limits the public's exposure to radiofrequency electromagnetic fields (EMF) and ensures public safety. This code is based on current, accepted scientific data. Additional information on health and safety may be found on-line at:

http://www.ic.gc.ca/eic/site/smt-gst.nsf/eng/h_sf01702.html

Safety Code 6 takes into account all RF emissions in the area to ensure levels in EMF energy

operate within the safety limits. Safety Code 6 exposure limits are not device specific, but the limits do take into account the total exposure from all sources of RF energy.

For more detailed information on Safety Code 6, please see:

https://www.canada.ca/content/dam/hc-sc/migration/hc-sc/ewh-semt/alt_formats/pdf/consult/2014/safety_code_6-code_securite_6/final-finale-eng.pdf

b) Environmental

There are no environmental restrictions for this proposed site location. Bell will undertake all the necessary environmental assessment(s) to mitigate potential impacts in the siting and construction of the proposed monopole. The proposed site is not within Environmental Protection Areas or Hazard Areas as per Schedule A in the Town's Official Plan, or within any Resources, Hazards, and General Overlay Designations.

c) Engineering Practices

Bell attests that the proposed monopole will be constructed in compliance with all applicable federal building standards and comply with good engineering practices including structural adequacy.

d) Transport Canada's Aeronautical Obstruction Marking Requirements

The proposed monopole will be in compliance with Transport Canada and NAV CANADA aeronautical safety requirements. Bell has submitted an application to Transport Canada and NAV CANADA and is awaiting assessments from both agencies.

7. Conclusion

Bell is seeking to improve high speed wireless service to the residential community and businesses by improving LTE coverage and capacity in the Fort Frances area. To provide service, Bell is proposing the construction of a new monopole telecommunications installation. After investigating the area, reviewing local regulations and considering Bell's technical requirements, Bell finds the proposed infrastructure appropriate as it has taken into consideration the following:

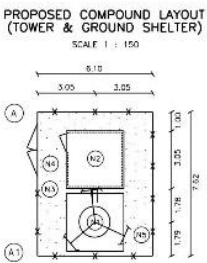
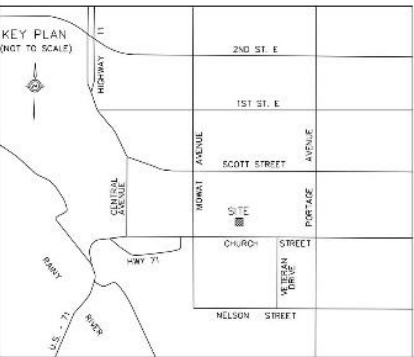
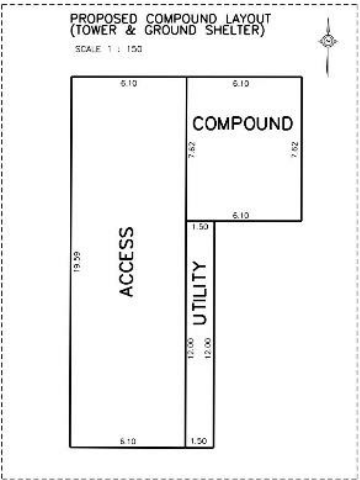
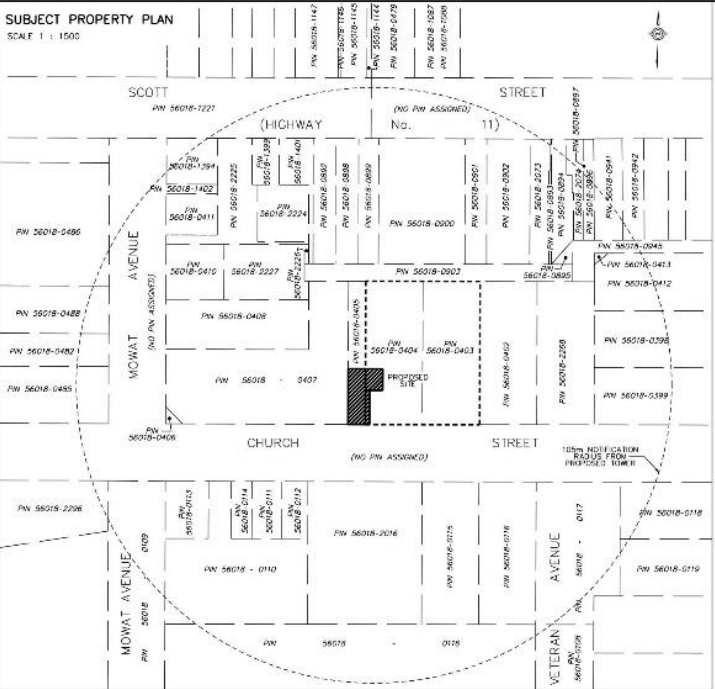
- Proposed monopole has a very small footprint;
- Proposed monopole is located outside of environmentally sensitive areas;
- Proposed monopole is designed to provide high quality LTE wireless mobile network services to the local Fort Frances community;
- Proposed monopole is located over 250 metres away from the closest residential dwelling;
- Proposed monopole is well located near the building on site to provide further concealment.

Appendix 1 – Proposed Location



Additional Photo with Alternate Sites





NOTES

- PROPOSED CIRCULAR STEEL MONOPOLE WITH 2-TIER MOUNTED TRIMBLE ANTENNAS & TV LIGHTNING PROTECTION SYSTEM. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.
- PROPOSED PRE-FABRICATED GALVANIZED STEEL EQUIPMENT SHELTER. FOUNDATION DESIGN PENDING SOIL REPORT.
- UTILITY CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY. PROPOSED FIRE-OPTEC AND HYDRO SERVICES POTENTIALLY DIRECTED FROM CHURCH STREET OR OTHER DEMARK POINT AS DETERMINED BY COMPETENT AUTHORITY.
- REMOVE EXISTING TOPSOIL, PROTECT ROLL SUBGRADE AND PLACE 300 PPM GRANULAR A ACROSS COMPOUND AREA. FINISHED GRADE SURFACE TO BE MIN. 150 MM ABOVE EXISTING GRADE AND SLOPED AWAY FROM SHELTER AT MIN. 1% ON ALL SIDES TO PROVIDE A SECLATE DRAINAGE.
- PROPOSED 1.8 M HIGH CHAIN LINK SECURITY FENCE.

ELEVATION PLAN
NOT TO SCALE



SITE LAYOUT DESIGN OF PROPOSED TELECOM TOWER INSTALLATION AT

238 CHURCH STREET, FORT FRANCES, ON

LOT 339 & PART OF LOT 340
TOWN PLOT OF ALBERTON
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE 1 : 250

J.D. BARNES LIMITED
ONTARIO LAND SURVEYORS
© COPYRIGHT 2021

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SITE DATA

	EXISTING	PROPOSED
PROPERTY AREA	0.204 ha	
LEASE AREA REQUIREMENTS		
COMPOUND (EXCLUSIVE)		46.4 sq.m.
ACCESS (NON-EXCLUSIVE)		119.4 sq.m.
UTILITY (NON-EXCLUSIVE)		18.0 sq.m.
TOTAL		183.8 sq.m.
UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		40 m
SETBACKS (PROPOSED TOWER)		
FRONT		13.8 m
SDC		3.1 m
REAR		36.7 m

BENCHMARK

ELEVATIONS ARE GEODETIC (CONIG80) AND WERE ESTABLISHED FROM GPS OBSERVATIONS COLLECTED WITH DUAL FREQUENCY RECEIVERS, POST PROCESSED USING NATURAL RESOURCES CANADA, PRECISE POINT POSITIONING SERVICE.

SITE BENCHMARK:
FIRE HYDRANT ON CONCRETE SIDEWALK ON CHURCH STREET.

ELEVATION: 341.67m.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999582.

BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

LEGEND

□ CB	DENOTES SINGLE CATCHBASIN
□ HJB	DENOTES HYDRO JUNCTION BOX
□ HPED	DENOTES HYDRO PEDESTAL
• BOL	DENOTES BOLLARD
• HP	DENOTES HYDRO POLE
□ TB	DENOTES TELEPHONE JUNCTION BOX
• H	DENOTES FIRE HYDRANT
-STW-	DENOTES STORM SEWER
-SAN-	DENOTES SANITARY SEWER
-G-	DENOTES GAS LINE
-C-	DENOTES OVERHEAD HYDRO CABLE
-W-	DENOTES WATERLINE
-STW-	DENOTES STORM SEWER
-UT-	DENOTES BURIED CABLE
-EC-	DENOTES BURIED ELECTRICAL CABLE
BM	DENOTES BENCHMARK

CERTIFICATE OF COMPLETION

I CERTIFY THAT:
1. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 21, 2021.

NOVEMBER 12, 2021
DATE

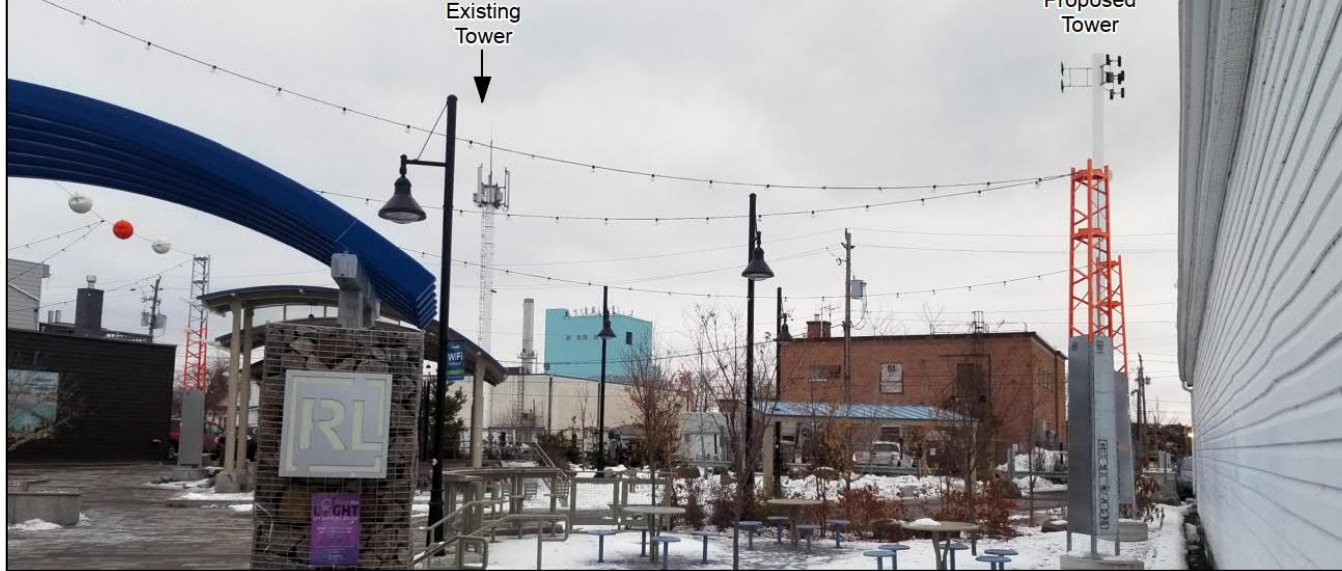
SHAFIQ HABIBUR RAHMAN
ONTARIO LAND SURVEYOR

Bell		LATITUDE: N 49°36'22.9"	
		LONGITUDE: W 93°23'51.0"	
		ELEVATION: 340.7m	
SITE: X3187 FORT FRANCES TOWN CENTRE			
LAND INFORMATION SPECIALISTS			
118 BRISSET STREET, THUNDERBAY, ON P7B 1N2			
T: (807) 452-4777 F: (807) 456-1142 www.jdbarnes.com			
DRAWN BY:	CHECKED BY:	DATE:	REFERENCE NO.:
KJ	SR		21-32-886-00
FILE: G:\21-32-886\2021\2021-09-21\2021-09-21-01-01.dwg		DATE: 11/12/21	

Appendix 3 – Visual Simulations



Visual Simulation



Original Photograph



Note: This visual simulation is a general visual simulation of the proposed tower and the final equipment configuration is subject to change. The tower will be marked and lighted in accordance with Transport Canada and NAV Canada requirements.

Bell

FORT FRANCIS
(X3187)

VISUAL SIMULATION OF
PROPOSED
35M MONOPOLE
TOWER FROM
SCOTT STREET
NORTH OF SITE

Index Map



Photograph and Tower Location



Legend
 Camera Location
 Tower Location
 Photograph Viewshed
 Road
 Waterbody
 Wooded Area

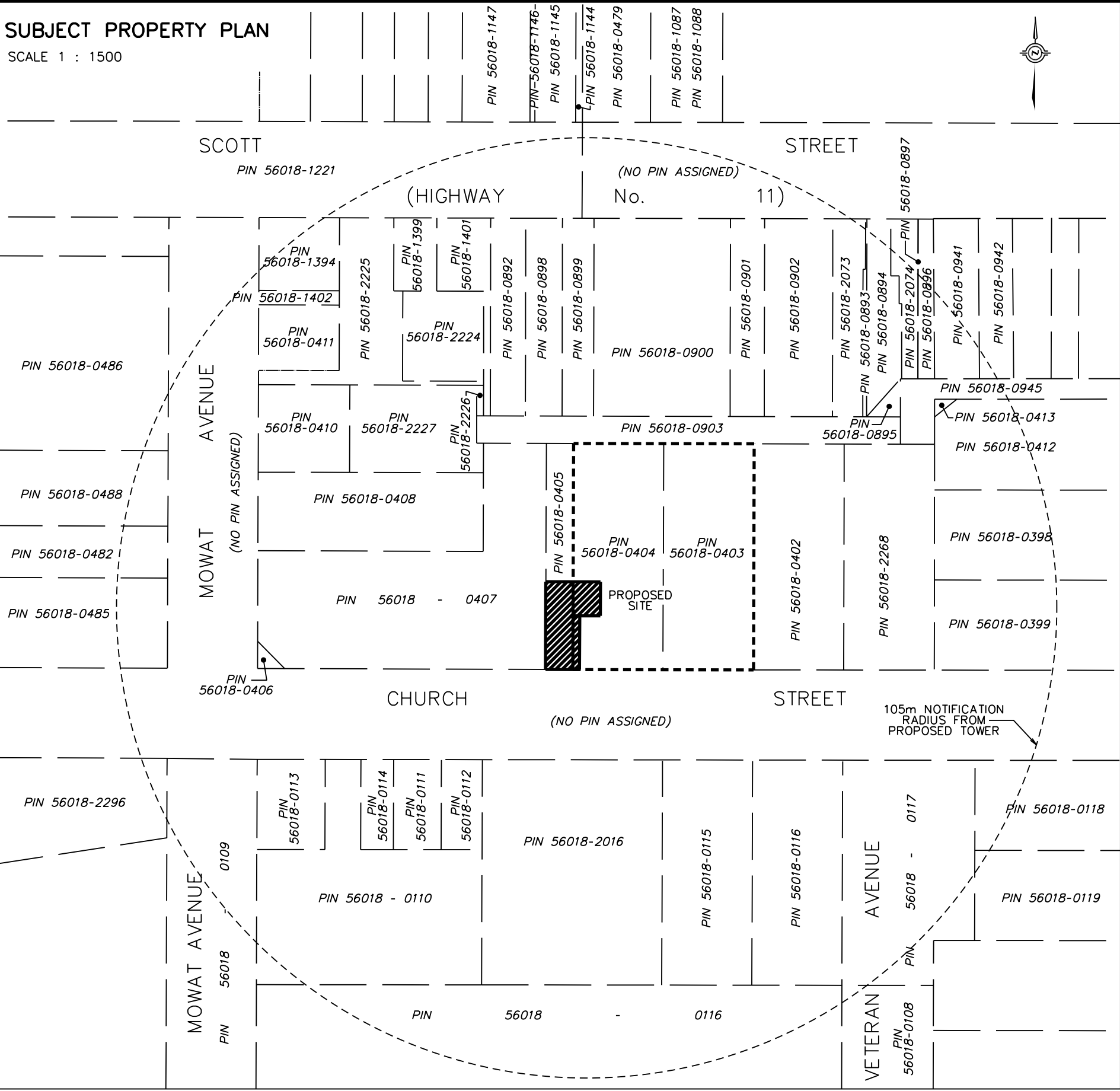
Date: December 9, 2021
 Projection: NAD 1983 UTM Zone 15N
 Sources: Ontario Ministry of Natural Resources and Forestry, Queen's Printer for Ontario, 2021

CANACRE
A QUANTA SERVICES COMPANY

Map12-0269 - X3187 - 2

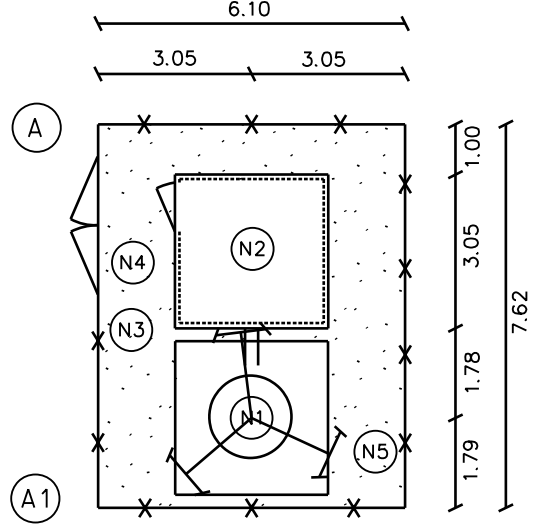
SUBJECT PROPERTY PLAN

SCALE 1 : 1500



PROPOSED COMPOUND LAYOUT
(TOWER & GROUND SHELTER)

SCALE 1 : 150

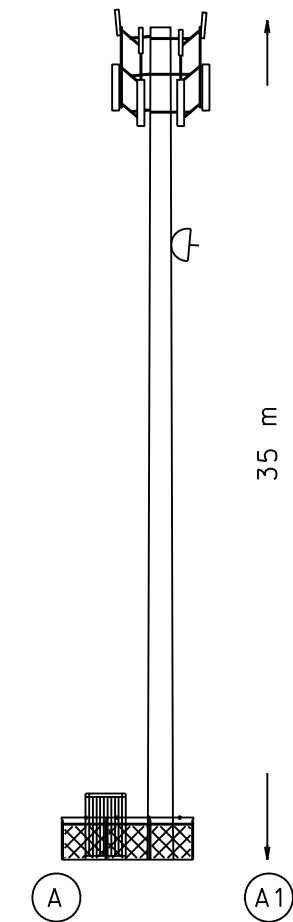


NOTES

- PROPOSED CIRCULAR STEEL MONOPOLE WITH 2-TIER MOUNTED PINWHEEL ANTENNAS WITH LIGHTNING PROTECTION SYSTEM. ANTENNA NUMBER AND LOCATIONS TO BE DETERMINED. FOUNDATION DESIGN PENDING SOIL REPORT.
- PROPOSED PREFABRICATED GALVANIZED STEEL EQUIPMENT SHELTER. FOUNDATION DESIGN PENDING SOIL REPORT.
- UTILITY CONNECTION AND ROUTING TO BE DETERMINED BY QUALIFIED PERSONNEL IN CONSULTATION WITH LOCAL AUTHORITY. PROPOSED FIBRE-OPTIC AND HYDRO SERVICES POTENTIALLY DIRECTED FROM CHURCH STREET, OR OTHER DENMARK POINT AS DETERMINED BY COMPETENT AUTHORITY.
- REMOVE EXISTING TOPSOIL. PROOF ROLL SUBGRADE AND PLACE 300 mm GRANULAR A ACROSS COMPOUND AREA. FINISHED GRADE SURFACE TO BE MIN. 150 mmmm ABOVE EXISTING GRADE AND SLOPED AWAY FROM SHELTER AT MIN. 1% ON ALL SIDES TO PROVIDE A DEQUATE DRAINAGE.
- PROPOSED 1.8 m HIGH CHAIN LINK SECURITY FENCE.

ELEVATION PLAN

NOT TO SCALE

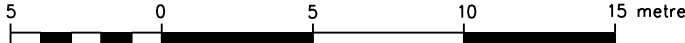


SITE LAYOUT DESIGN OF PROPOSED
TELECOM TOWER INSTALLATION AT

238 CHURCH STREET, FORT FRANCES, ON

LOT 339 & PART OF LOT 340
TOWN PLOT OF ALBERTON
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE 1 : 250



J.D. BARNES LIMITED
ONTARIO LAND SURVEYORS
© COPYRIGHT 2021

METRIC DISTANCES AND/OR COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SITE DATA

	EXISTING	PROPOSED
PROPERTY AREA	0.204 ha.	
LEASE AREA REQUIREMENTS		
COMPOUND (EXCLUSIVE)		46.4 sq.m.
ACCESS (NON-EXCLUSIVE)		119.4 sq.m.
UTILITY (NON-EXCLUSIVE)		18.0 sq.m.
TOTAL		183.8 sq.m.
UNITS		1 TOWER 1 SHELTER
HEIGHT OF TOWER		40 m
SETBACKS (PROPOSED TOWER)		
FRONT		13.8 m
SIDE		3.1 m
REAR		36.7 m

BENCHMARK

ELEVATIONS ARE GEODETIC (CGVD1928) AND WERE ESTABLISHED FROM GPS OBSERVATIONS COLLECTED WITH DUAL FREQUENCY RECEIVERS, POST PROCESSED USING NATURAL RESOURCES CANADA, PRECISE POINT POSITIONING SERVICE.

SITE BENCHMARK:
FIRE HYDRANT ON CONCRETE SIDEWALK ON CHURCH STREET.

ELEVATION: 341.67m.

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999562.

BOUNDARY INFORMATION HAS BEEN COMPILED FROM AVAILABLE RECORDS AND HAS NOT BEEN VERIFIED BY FIELD SURVEY.

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.

LEGEND

□ CB	DENOTES SINGLE CATCHBASIN
□ HJB	DENOTES HYDRO JUNCTION BOX
□ HPED	DENOTES HYDRO PEDESTAL
• BOL	DENOTES BOLLARD
• HP	DENOTES HYDRO POLE
□ TJB	DENOTES TELEPHONE JUNCTION BOX
† H	DENOTES FIRE HYDRANT
-STM-	DENOTES STORM SEWER
-SAN-	DENOTES SANITARY SEWER
-G-	DENOTES GAS LINE
-E-	DENOTES OVERHEAD HYDRO CABLE
-W-	DENOTES WATERLINE
-STM-	DENOTES STORM SEWER
-UT-	DENOTES BURIED CABLE
-UE-	DENOTES BURIED ELECTRICAL CABLE
BM	DENOTES BENCHMARK

CERTIFICATE OF COMPLETION

I CERTIFY THAT:

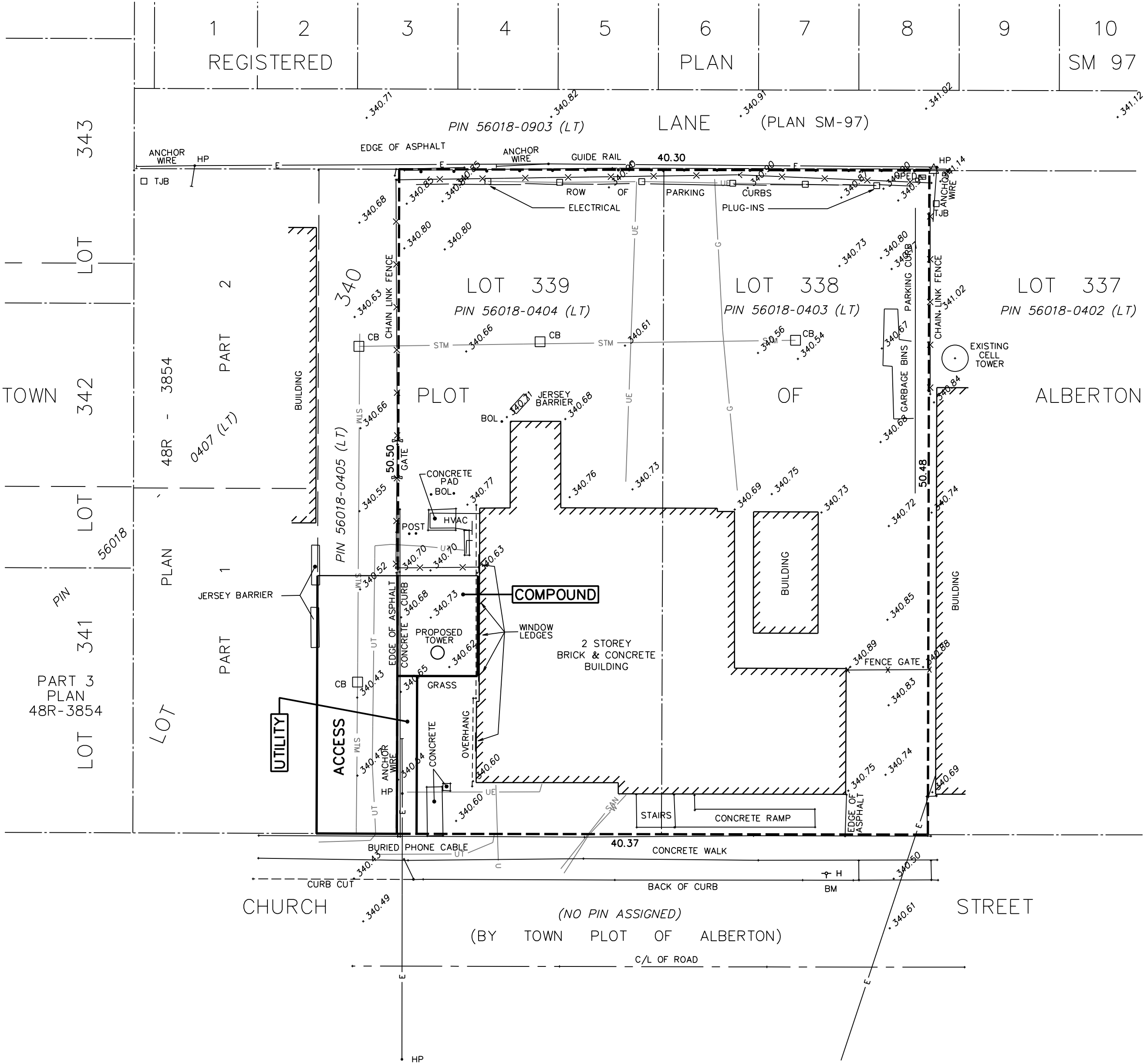
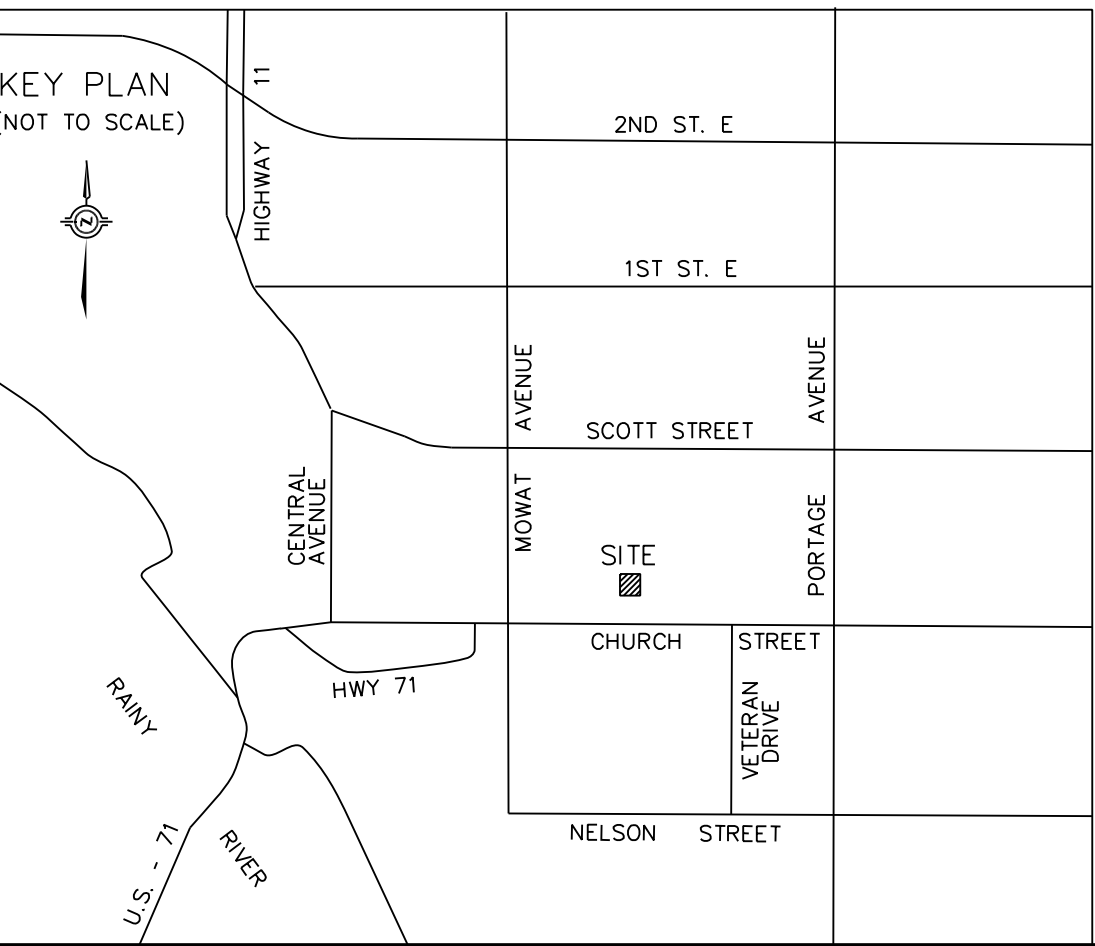
1. THE FIELD WORK WAS COMPLETED ON SEPTEMBER 21, 2021.

NOVEMBER 12, 2021
DATE

SHAFIC HABEBUR RAHMAN
ONTARIO LAND SURVEYOR

Bell		LATITUDE: N 48°36'32.9"	
		LONGITUDE: W 93°23'51.0"	
		ELEVATION: 340.7m	
SITE: X3187 FORT FRANCES TOWN CENTRE			
J.D. BARNES LIMITED LAND INFORMATION SPECIALISTS 1158 RUSSELL STREET, THUNDER BAY, ON P7B 5N2 T: (807) 622-6277 F: (807) 626-8040 www.jdbarnes.com			
DRAWN BY: K.J.	CHECKED BY: SR	REFERENCE NO.: 21-32-866-00	
FILE: G:\21-32-866\00\Drawing\866-00-siteplan.dgn		DATED: 11/12/21	

KEY PLAN
(NOT TO SCALE)





PUBLIC NOTICE

PROPOSED BELL MOBILITY RADIOCOMMUNICATIONS FACILITY TELECOMMUNICATION TOWER

Bell Mobility Inc. ("Bell") is committed to providing Canadian communities high speed wireless voice and data services. To improve service, Bell is proposing to construct a 35 metre monopole antenna tower with ancillary radio equipment. This proposed tower will bring improved mobile network services to the community. As part of the public consultation process as required by Innovation, Science and Economic Development Canada (formerly known as Industry Canada) ("ISED"), Bell's regulator under the Radiocommunications Act, Bell is inviting the public to comment on the proposed tower location before **February 21, 2022**. This tower is fully compliant with ISED's guidelines, as found under the Client Procedures Circular (CPC-2-0-03).

Due to a change in land uses on the property where Bell's existing antenna site is located, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area. The proposal will include a temporary tower to maintain service prior to this proposal being operational.

TOWER LOCATION: 238 Church Street, Fort Frances, ON

COORDINATES: Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51"

LEGAL: LOT 339 & PART OF LOT 340 TOWN PLOT OF ALBERTON, TOWN OF FORT FRANCES, DISTRICT OF RAINY RIVER

ANY PERSON MAY comment by close of business day on **February 21, 2022** with respect to this matter.

BELL CONTACT:

Evan Turunen
Canacre Ltd.
Agent for Bell

489 Queen St E., Suite 300
Toronto, ON, M5A 1V1
Fax: (416) 352-0707
Email: consultation@canacre.com



Share your thoughts on Bell’s proposed antenna tower. Our experts will answer your questions and address any feedback.

If you have specific questions about the proposed plans to upgrade the wireless network in your community, you can email your Bell representative, Evan Turunen at consultation@canacre.com by February 21, 2022.

For additional information about antenna systems, you can visit the government of Canada at www.ic.gc/towers or you can contact:

Your Local Government Contact

Cody Vangel
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario, CA, P9A 3P9
807-274-5323 x 1216
cvangel@fortfrances.ca

Your Innovation, Science and Economic Development Canada (formerly known as Industry Canada) Contact

2 Queen Street East
Sault Ste. Marie ON P6A 1Y3
1-855-465-6307
ic.spectrumenod-spectredeno.ic@canada.ca

Canacre Ltd.
Agents for Bell Mobility
489 Queen St E, Suite 300
Toronto, ON, M5A 1V1
Fax: (416) 352-0707

Important Information Enclosed

TO:
TOWN OF FORT FRANCES
C/O CODY VANGEL
CHIEF BUILDING OFFICIAL & MUNICIPAL PLANNER
320 PORTAGE AVE FORT FRANCES ON P9A 3P9



You are receiving this notice because you own property within 105 metres of a proposed telecommunications tower property.



Notice of Public Consultation

You’re receiving this notice because you own property within **105 metres** of a proposed telecommunications tower property.

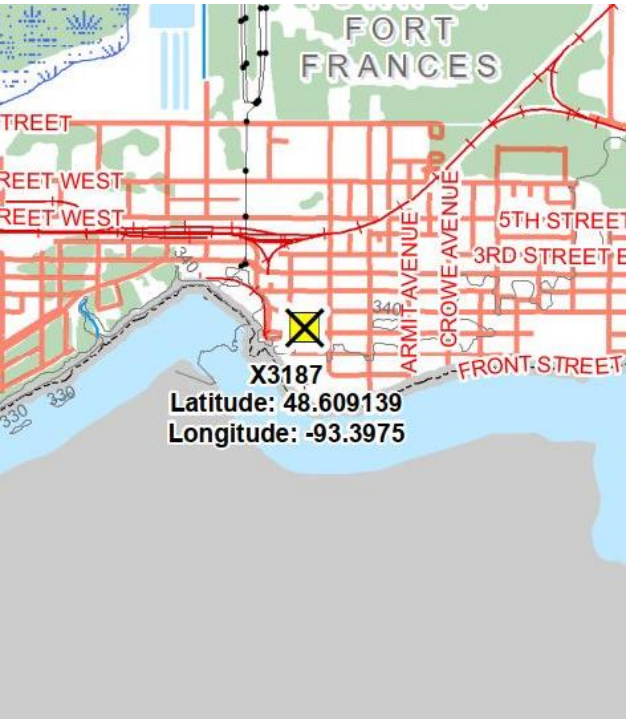
Inside you will find information on the proposed antenna tower as well as an invitation to share any questions and comments on this proposal.

Have your say.

In order to improve service in your neighbourhood, Bell is proposing to install a 35 metre antenna tower at 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

Bell is committed to working closely with our communities. This means providing any desired information in a transparent and straightforward fashion, hearing your views, and addressing any questions or comments you may have.

To this end, we invite you to email comments to your Bell representative, Evan Turunen at consultation@canacre.com by February 21, 2022.



Proposed Site

Understanding the process

Step 1: Proposal Bell proposes a site in accordance with ISED’s and the Township’s consultation Process. Bell submits a plan and initiates a dialogue with the Town of Fort Frances	Step 2: Notification Packages are mailed to the local public, neighbouring landuse authorities, businesses, property owners and landowners within the area inviting them to the consultation process.	Step 3: Consultation Landowners are invited to comment within 30 days.	Step 4: Acknowledgement Bell must acknowledge receipt of comments within 14 days.	Step 5: Response All reasonable and relevant concerns will be addressed by Bell within 60 days.	Step 6: Feedback Landowners have 21 days to respond to Bell.	Step 7: Approval A summary of consultation is shared with the landuse authority and a request is submitted for concurrence.
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What is an antenna tower?

An antenna tower supports the low power short-range radio systems that allow us to enjoy our mobile devices, such as our smart phones and tablets.

The purpose of the tower is to provide dependable advanced telecommunication service to the surrounding businesses and residences.



Monopole Tower

Why now?

Canadians are using wireless devices more and more in their daily lives. Currently, more than half of all phone connections in Canada are now wireless, including 70 percent of all 911 calls.

Canadian Radio-television and Telecommunications Commission (2013): <http://www.crtc.gc.ca/eng/publications/reports/rp130705.htm>

In order to provide the high quality of service that Canadians have come to expect, Bell must enhance its networks to meet this increased demand.

By adding new antenna sites, Bell customers will continue to benefit from dependable, high speed and high quality wireless service.

Due to a change in land uses on the property where Bell's existing antenna site is located, the current site providing service to this community must be decommissioned. As a result, this proposal is being brought forward to address the loss of network coverage and capacity, and to provide greater opportunity for network improvements in the area.

This proposal will include a temporary tower at the proposed location, called a Cell On Wheels (COW) to maintain service for the Fort Frances community during the intermittent phase of this project. The COW will be established prior to the decommissioning of the existing rooftop antenna, and will be taken down when the proposed monopole becomes operational and is able to service the community.

Why here?

The quality of service in this area does not currently meet Bell standards and the needs of people in the neighbourhood.

Bell first looked at the possibility of sharing an existing antenna tower in order to minimize the number of new antennas in the area. Unfortunately, none of the existing structures were determined suitable for site-sharing.

Bell is proposing to install the new antenna tower 238 Church Street, Fort Frances, ON. Latitude: N 48° 36' 32.9", Longitude: W 93° 23' 51".

This site was carefully identified because it met various factors including land use restrictions, interaction with existing structures and the surrounding environment, and line of sight requirements.

Is it environmentally friendly?

As Canada’s largest communications company, we care about the protection and preservation of our environment.

The proposed antenna will be built in accordance with the highest professional engineering standards and practices. We ensure the utmost care and respect for the environment as we comply with the Canadian Environment Assessment Act.

Is it safe?

The consensus among Canadian health organizations and the scientific community is that wireless antennas are safe and in fact, this antenna tower will operate well below the levels established by Health Canada under Safety Code 6.

Bell is committed to the health and safety of Canadian communities. That is why we take great pride in our compliance with all current health and safety guidelines while continuing to provide Canada’s first-rate wireless coverage.

“Health Canada, along with independent experts from across the country, continually monitor the scientific literature to ensure that Safety Code 6 is based on the best available evidence and has significant margins of safety for the Canadian population.”

Dr. Patricia Daly, MD, FRCPC, Chief Medical Health Officer & Vice President Public Health.

What is Safety Code 6?

The purpose of this code is to establish safety limits for human exposure to radiofrequency (RF) energy in the frequency range from 3 kHz to 300 GHz. The safety limits in this code apply to all individuals working at, visiting, or living at or near federally regulated sites.

Bell attests that the proposed antenna tower will be installed and operated so as to always comply with Safety Code 6.

The Royal Society of Canada – A Review of Safety Code 6 (2013)
https://rsc-src.ca/sites/default/files/SC6_Report_Formatted_1.pdf

A copy of the site plan can be accessed here:
<https://canacre.sharefile.com/d-s645f0b7f7a3141518d4d3ddc68329957>

What will it look like?

- Bell is proposing a 35 metre monopole tower that will support LTE 700/850/1900/2100/3500 antennas, and associated radio equipment.
- With the public’s safety in mind, the area will not be accessible to the general public.
- Bell will incorporate suitable elements to the proposed antenna tower in accordance with Transport Canada’s aeronautical obstruction marking requirements. Both Transport Canada and NAV Canada applications have been applied for.



Before



After

TOWN OF FORT FRANCESMINUTESSESSION NO. #001January 5, 2022

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 January 5, 2022 from 8:30 a.m. to 8:46 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, Faisal Anwar, CAO, Gabrielle Lecuyer, Clerk (8:30 a.m. to 8:46 a.m.) and Cody Vangel (8:30 a.m. to 8:46 a.m.)

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 December 8, 2021 - the minutes were approved as circulated.

4 New Business

4.1 Enter into Easement Agreements - 1203 and 1219 Sunset Drive - the administration report was approved as presented.

5 Information

5.1 Fort Frances Wastewater Treatment Facility November Monthly Report - the November Monthly Report was received and will be forwarded to Council as information only. No action required.

5.2 Airport Statistics 2021 - the airport statistics were received and will be forwarded to Council as information only. No action required.

5.3 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.

- 5.4 Landfill Statistics 2021 - the landfill statistics were received and will be forwarded to Council as information only. No action required.

6 Adjourn / Next Meeting Date

- 6.1 The meeting was adjourned at 8:46 a.m.

Next meeting January 19, 2022.

Executive Committee Chair

T. Rob, Manager of Operations & Facilities