

TOWN OF FORT FRANCES

AGENDA - February 14, 2022

MEETING - Council Chambers , Civic Centre

Session No. 084

Microsoft Teams meeting

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[+1 807-701-5975,,396171373#](#) Canada, Thunder Bay

Phone Conference ID: 396 171 373#

Page

1. **COUNCIL MEETING**
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: Tasha Wagner Canteen Letter 4
- will be referred to the Operations & Facilities Executive Committee for recommendation.
 - 2.3 CORR: Jennifer Woods, Re: Second St E Heavy Deposit of Snow 5
- will be referred to the Operations & Facilities Executive Committee for recommendation.
 - 2.4 CORR: Eric C. Keast re: Public Art Inquiry 6 - 12
- will be referred to the Community Services Executive Committee for a recommendation.
3. **Approval of Council Minutes: ***
 - 3.1 Session No. 082 dated January 24, 2022 13 - 17
Session No. 083 dated January 31, 2022 - Special Council Meeting (Budget)

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- 10.1 A proposed or pending acquisition or disposition of land by the municipality or local board: Land Purchase

11. **Public Session Resumes:**
12. **Resolutions Required as a result of In-Camera discussions:**
13. **ADJOURNMENT**
14. *** Previously distributed to Council**
15. **** Items can be viewed by contacting the Clerk**

Tasha wagner

635 3rd street east

Fort Frances, on. P9A 1R7

Fort Frances mayor and council

320 Portage Avenue,

Fort Frances, on. P9A 3P9

I am writing to request to operate the canteen up at pithers point park from may to September 6th. I would be open from 11Am to 6pm Monday to Sunday and I would stay open later if there is baseball practice or baseball games. I think having the canteen back up and running at the point park is a good idea because it will bring in summer jobs. having a canteen back up at the point it will bring more people to want to spend more time outside and it will promote them to stay local because they will have a place that close and affordable to get something to eat and drink. Because I know when I go swimming to get thirsty and hungry. I will offer bottle water, bottle pop, bottled juice, coffee, BBQ hamburger, BBQ cheeseburger, hot dogs, chips, chocolate.



February 7, 2022

Dear Mayor June Caul and Counselors,

Our family lives on Second St. E. and each year we are finding it particularly difficult with the snowplow leaving heavy deposits of snow in our driveway. This happens a lot as Second St. E. is a main thoroughfare. My husband and I are getting on in years and we find it an arduous job to clear the snow at times, even with the snow blower.

I am asking council to consider buying a snowplow or an attachment that actually clears the mouth of the driveway as it passes. This would help us and many others in Fort Frances.

I know we are not the only people who would like to have help in this way.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Woods'.

Jennifer Woods (415 Second St. E.)

Cc Linda Hamilton

Gabrielle Lecuyer

From: Town
Sent: Wednesday, January 19, 2022 8:41 AM
To: Gabrielle Lecuyer
Subject: FW: [External] Public Art inquiry; Attention Mayor And Council
Attachments: EricArtCV.pdf; 89397460_10156708545281809_4596625840158015488_n_10156708545271809.jpg; ShovelMask.jpg; The Great Pike Hunt.jpg



Karyn Haney

Deputy Clerk

Email: khaney@fortfrances.ca
Telephone: 807-274-5323 x 1212
Fax: 807-274-8479

320 Portage Avenue
 Fort Frances, Ontario, CA, P9A 3P9



www.fortfrances.ca

From: Eric Keast <erickeast@gmail.com>
Sent: Wednesday, January 12, 2022 11:57 PM
To: Town <town@fortfrances.ca>
Subject: [External] Public Art inquiry; Attention Mayor And Council

[EXTERNAL]

Aniin Mayor and Council, Township of Fort Frances;

My name is Eric C. Keast. I am mostly a painter, but work in sculpture as well, spending several years in Minnesota, interning with Anurag Art Bronze Foundry and Studio. I gained experience casting and fabricating with different metals, and worked with stone and wood, joined and installed together.

I am writing a Canada Council for the Arts Grant application, to research, create and install fish/fishing sculpture along the Rainy River system, and hopefully beyond, eventually. My instagram is currently down, but my work can be seen on my FB page, under photo albums, there is an instagram album and recent uploads. I have sent emails to several local businesses re: this idea, but have yet to receive feedback.

I am seeking: a) A "letter of support" from the Township to pursue the project, with Fort Frances in consideration as an installation site. b) Provision of meaningful installation site(s) for sculptural installation. I was thinking the Rainy Lake Hotel town space, and riverside. c) It is not necessary to the project, but Commission / consultation of an initial work would help fund time and expenses. I have acquired some stone grinding and polishing equipment and mobile capability to work onsite, that should allow me to create a flattish, polished granite surface on a rock face or boulder provided by the Township.

Softer stone provides greater sculptural possibility. Large regular limestone blocks are stackable to make composite rock wall relief surfaces anywhere; available from Stonewall Manitoba (regionally sourced :) or Ottawa area, and might make an affordable set of carveable stones to incorporate into structure, for future art commissions. Parking lot boundaries, benches, wall sections...

Thank you for your consideration. I am currently taking a business plan course to pursue indoor fish aquaculture and aeroponics design and construction. I would like to incorporate pond design and landscape art in my growth plans; having a history with metal,

fountain building, stone carving and fish sculpture. My paintings commission at \$500, for 10-12 square feet of canvas, painted to request. I have attached an art resume pdf and samples of stone carving, papiermache and painting photos.

Sincerely.

: Eric

--

https://www.instagram.com/eric_keast/
www.twitter.com/bingorage

Bingorage Studio
Kanata, Ontario

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

University of Windsor; Anthropology, 1988-89
 Trent University; Archaeology Major, Anthropology, 1989-91
 Field Archaeology 1986-95; Rock Art focus from 1989-92.
 I began painting as my University career finished.

I moved to Minneapolis in 1995. Two Rivers Gallery in the Minneapolis American Indian Center was a hub of the Minneapolis Arts and American Urban Indian population of the Midwest. A crossroads for "Native Art" in town and cross country.

I was put to work painting walls and moving stuff, right away; met many artists and influences through there: Rebecca Dallinger and Joseph Allen; photographers, journalists, mentors. Sam Watso and Juanita Espinosa, Art Gallery managers; various FN artists, writers, political activists and actors.

Through the gallery and The Circle Newspaper, I connected with Ed Archie NoiseCat, Anurag Art Bronze Foundry/Studio, Marcie Rendon and Heart of the Beast Puppet and Mask Theater (HOBT). Ed taught me about woodcarving and tool care. He introduced me to Anurag Art, where I spent years learning sculptural form building, mold making, casting, fabrication, installation. Working on current projects and my first work carving stone and metal (unorthodox).

Marcie Rendon cast me in some theatre after commissioning props and sets, and got me paid. :) The Free Frybread Telethon, house installation theatre and Mama Earth Loves Lace. (1996-2000?)

I was recruited for "community artist", preparing a MayDay Parade at HOBT, around 1998. I learned basic papiermache techniques and how to extend my work, beyond the initial "cast" of the form. A face mask could become heads on giant puppets or shields. Eventually dimensional elements on canvas.

I displayed my work in a few galleries in Minneapolis, Two Rivers Hosted a couple solo shows, but the biggest gallery I had work in was Flander's Contemporary Art, local artists Holiday groupshow in the mid 90's. Mostly, I showed in cafes, selling work through word of mouth as well.

In 2012-2013, I sent several canvases to my friend Will Lahti who showed the works and sold them in a Finnish cafe. Will Lahti and I had run a small artist space in the Cedar-Riverside neighbourhood of Minneapolis, the "West Bank" of the Mississippi. We called it the West Bank School Of Art. We hosted art shows, musical parties around 1999.-2000. I spent much time with Street Punk culture of the WhizBang; tall bikes, chop bikes and art spaces like Bedlam Theatre and The Hard Times Cafe (independent). Bedlam was another papiermache puppet and mask theatre, that worked with HOBT and independently. We shared basement space for a while and I participated in many art openings and open mics shows at The Hard Times.

I returned to Canada in 2003, selling at farmers markets and local businesses in Northern Ontario. I participated in Gallery shows at Sunset Gallery in Kenora, The Fort Frances Museum, Definitely Superior Art Gallery in Thunder Bay Ontario (NOCAA-10, Northwestern Ontario Contemporary Aboriginal Artists; December 2008 - January 2009.) and Thunder Bay Art Gallery (Celebrating The Creators, May 2010)

Much of my art documentation was on my BingoRageStudio Blogspot, but most photos have disappeared as photohosters perished, or purged free accounts. I have encountered an enormous, similar problem in the last month, as my Instagram account has been disabled (anybody instagram-

connected?). Some Instagram art documentation is still in my FB photo albums. Creating a stable online presence is part of my plan.

I moved to Ottawa for six years. Most of my works sold from Instagram and street sales, including a public commission painting for the RA Centre office in Ottawa, by Aboriginal Sports Circle, in 2019. I became reacquainted with stone, as the Ottawa area is built on limestone.

Much of my public presentation has been in the form of storytelling and interpretation, both of archaeological history and art. Archaeological study taught me pottery making. Farmers Markets and "craft sales" lead me to beadwork and "traditional materials", using them in novel ways. Beadwork and mask in painting let me break the planes of a canvas in meaningful ways.

I have received a few OAC grants, mostly supply and exhibit. In 2009 I was co recipient of a Northern Arts Grant, creating a mural wall, stage and papier mache sculpture installations in a public paintball park in Devlin, Ontario. We hosted Rodney Brown, as part of our OAC festivities. The experience of sculpting a 7 foot sturgeon in clay and foam was informative, but to only to make paper casts was a bit disappointing. We could not generate interest for a more permanent installation.

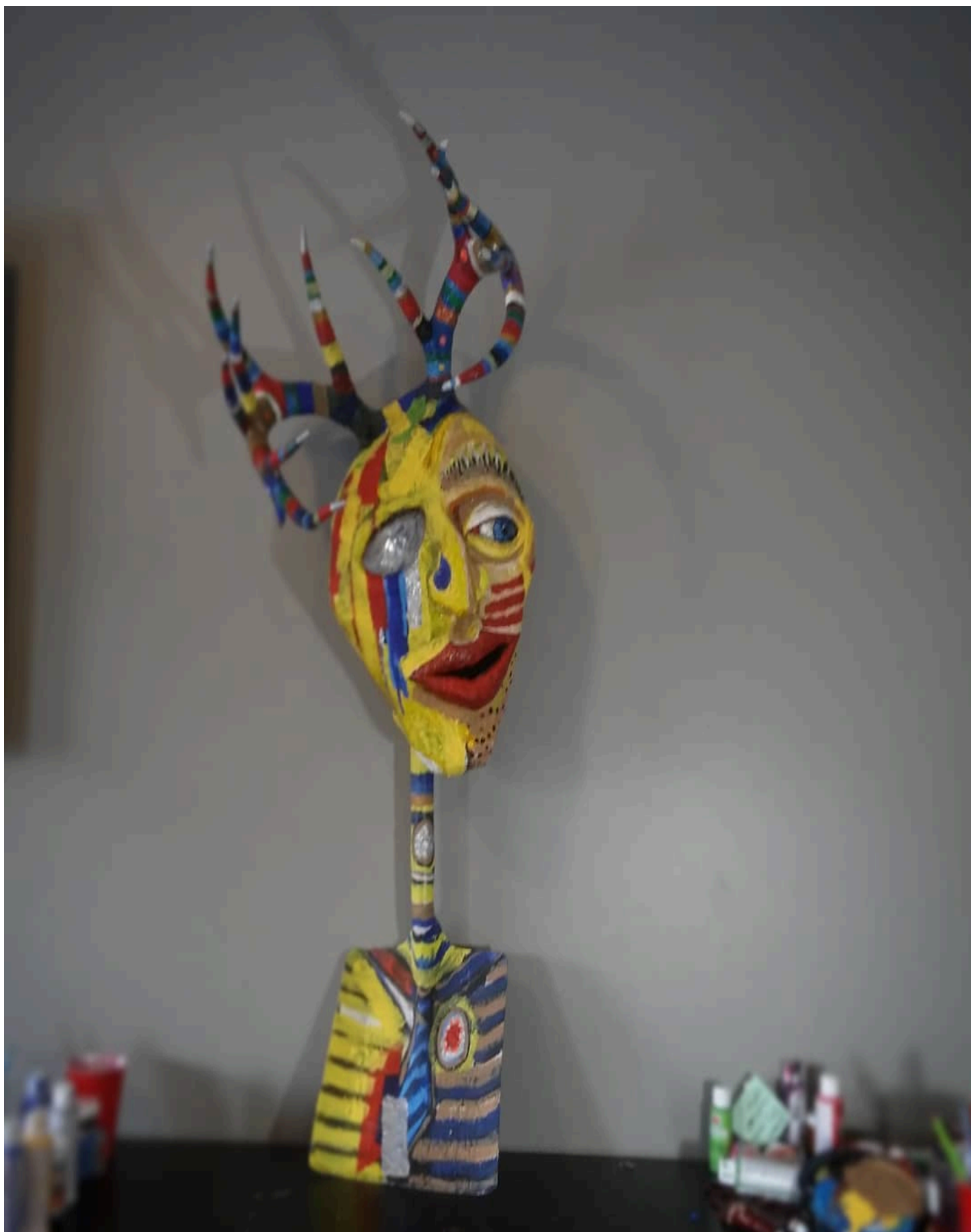
I am currently educating myself about RAS fish farming indoors, fish pond creation, wetlandscaping and farming practices, to work with local First Nations in creating art installations that could function as an anchor for other economic opportunity and Tourism in NorthWestern Ontario; addressing issues of food sovereignty in rural Canada and FN Canada under changing climate, conserving wild fish stocks and cultural assertion for First Nations people in their Treaty Lands.

Fish and fishing occupy a large place in my imagination. I created a 6 foot papiermache Bass for the Canadian Bass Championship in Fort Frances, Ontario (Summer of 2004/5?) and have been painting quite a bunch of fishy stuff lately. A long ambition of mine is to create monumental art recognising the prehistory of the Rainy River and the importance of fish to the region. I am in correspondence with First Nations and Townships, to pursue the idea.

Sioux Narrows, Ontario has agreed to host an installation of a canoe pictograph as an incised petroglyph in a township park. I would like to repeat the installation across Canada; A canoe, paddle and passengers. I was heading West, in November 2020, with a car trunk of new stone tools, looking for installation sites. Same glyph. I got re-settled in NW Ontario, as travel restrictions and last year's lockdown changed everyone's plans.

Last Winter, I livestreamed an hour's presentation for ANDPVA (Association for Native Development in the Performing and Visual Arts), talking about my artistic practice and response, for their Covid 19 Emergency Support program.







TOWN OF FORT FRANCESMINUTESSESSION NO. 082January 24, 2022

The meeting of Council of the Town of Fort Frances was held in virtually and in the Committee Room of the Civic Centre on January 24, 2022

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

REGRETS: D. Judson

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

To immediately follow the Committee of the Whole

- 1.1 Call to Order /Roll Call
Mayor Caul called the meeting to order at 5:52 p.m.
- 1.2 Territorial Acknowledgement
- 1.3 Moment of Meditation
- 1.4 Disclosure of pecuniary interest and the general nature thereof.
There were no disclosures.

2. Consent Agenda:

- 2.1 Items Referred from Committee of the Whole

866 Hallikas - Brunetta: THAT the following Consent items be approved:

- 1) Committee of the Whole Consent items # 5.1, 5.2, 5.3 and 5.4

5.1 THAT the report dated December 17, 2021 from the Manager of Operations and Facilities re: Memorial Sports Centre Ice Plant Efficiency Study be from Stantec on the Fort Frances Memorial Sports Complex Ice Plant Study be received and further that Council direct Administration to monitor funding programs for future opportunities to fund the consolidation of the Ice plants in accordance with this report.

5.2 THAT the report dated January 19, 2022 from the Manager of Operations and Facilities re: Contribution agreement with the Federal Economic Development Agency for Northern Ontario be approved to agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement that with the Federal Economic Development Agency for Northern Ontario and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

5.3 THAT the report dated January 19, 2022 from the Manager of Operations and Facilities re: Renewal of Enterprise Annual Lease will be approved to agree with the recommendation of the Operations and Facilities Executive Committee that:

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- 1) That the lease agreements with Enterprise Rent-A-Car Canada Limited be executed.
- 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

5.4 THAT on the recommendation of the Economic Development Executive Committee regarding Tax Incentives that Council endorses the report and proceeds to meet with the Government of Ontario to negotiate

- 2) Council Consent items # 2.2.

2.2 THAT Council of the Town of Fort Frances hereby proclaim January 2022 as Alzheimer Awareness Month

CARRIED

3. Approval of Council Minutes: *

- 3.1 Session No. 81 of January 10, 2022

867 Hallikas-McTaggart: THAT the minutes of the Council meeting being Session No. 081 dated January 10, 2022 having been typed and distributed be approved.

CARRIED

4. Approval of Committee of the Whole Minutes: *

- 4.1 Session No. 88 of January 10, 2022

868 Brunetta-Behan: THAT the report of the Committee of the Whole of Council meeting being Session No. 088 dated January 10, 2022 having been typed and distributed be approved.

CARRIED

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

- 5.1 Council considered the following:

869 Hallikas-Wiedenhoeft: THAT the report received re: Annual Citizen of the Year be approved to endorse the Citizen of the Year Committee's recommendation to amend the Citizen of the Year Terms of Reference which will allow the Committee the right to nominate eligible individuals for the Citizen of the Year should no eligible public nominations be received.

CARRIED

870 McTaggart-Brunetta: THAT the report dated January 24, 2022 from CAO re: Contribution Agreement – Fort Frances Community Microgrid Feasibility Study be approved to agree with the recommendation from the CAO to enter into a contribution agreement with the Federal Economic Development Agency for Northern Ontario for funding relating to Fort Frances Community Microgrid Feasibility Study and that a by-law be prepared authorizing the agreement to be signed by Mayor and Clerk.

CARRIED

871 Behan-Wiedenhoeft: THAT the report dated January 5, 2022 from the Fire Chief re: update on the fire rescue services be received as information

CARRIED

6. By-Laws:

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6.1 By-Laws enacted:

872 Hallikas-McTaggart 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:

06-22 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

66-21-A being a By-Law to amend By-Law 66-21 relating to Fees and Charges for 2022

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

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

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)

CARRIED

7. New Items:

There were no new items.

8. Information Correspondence:

The following three items were received:

8.1 Mayor Caul Apology

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

8.3 CORR: Public Notice Proposed Bell Mobility Radio communications Tower

9. Minutes of Local Boards / Committees:

The following item was received:

9.1 Minutes from the previous meeting of January 5, 2022.
O & F meeting minutes

10. In-Camera:

10.1 Council met in camera from 5:52 p.m. to 7:54 p.m.

873 Brunetta-Behan: THAT Council now meet in-camera to address a matter pertaining to:

- CAO Performance Appraisal (personal matters about an identifiable individual, including municipal or local board employees)
- Educational Session (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

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2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advanced the business or decision-making of the council, local board or committee)

CARRIED

10.2 • CAO Performance Appraisal

The following Staff members were present: Clerk Gabrielle Lecuyer, Deputy Clerk Karyn Haney and Alyssa Hansma HR Manager.

Council discussed the subject matter and was provided an opportunity for clarification and questions. A motion for Council consideration will follow the closed session for further direction.

10.3 • Educational Session

The following Staff members were 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.

An educational session was held for Members of Council and the Senior Management Team.

John Mascarin from Aird & Berlis LLP presented virtually the training session. Council and Staff was provided an opportunity to ask question.

11. Public session resumed @ 7:54 p.m.

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

12.1 Resolution:

874 Hallikas-Wiedenhoeft: THAT Council review the process of the CAO performance appraisal with the support of the Human Resource Manager

CARRIED

12.2 Mayor Caul reported out of the closed session relating to item 10.3:
THAT item 10.3 of the Closed session was held for the purpose of education and training Council members and Senior Staff.

13. ADJOURNMENT

13.1 The meeting adjourned at 7:56 p.m.

875 McTaggart-Brunetta: 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

TOWN OF FORT FRANCES
SPECIAL MEETING

MINUTESSESSION NO. 083January 31, 2022

The Special Meeting of Council of the Town of Fort Frances was held virtually and in the Committee Room of the Civic Centre on January 31, 2022

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, J. Holiday, Deputy Treasurer, T. Rob, Manager, Operations & Facilities, J. Hughes, IT Manager, A. Bisson, Recreation & Culture Manager, A. Hansma, HR Managers, C. Vangel, CBO/Municipal Planner and T. Moffat, Fire Chief

1 COUNCIL

To immediately follow the Special Committee of the Whole meeting

1.1 Call to Order / Roll Call

Mayor Caul called the meeting to order at 8:31 p.m.

1.2 Disclosure of pecuniary interest and the general nature thereof
There were no disclosures.

1.3 Resolutions from today's Special Committee meeting

876 Brunetta - Behan: THAT the 2022 Capital Budget as distributed tonight (as amended), is hereby approved as presented.

CARRIED

877 Judson - Brunetta: THAT the report dated January 31, 2022 from the CAO and the Human Resources Manager re: Staffing Changes for 2022 Budget be approved which will direct administration to proceed forward with the staffing level recommendations identified in this report.

CARRIED

878 Behan - McTaggart: THAT the report dated January 5, 2022 from the Fire Chief / CEMC re: Fulltime Staffing Level Options be received as information.

CARRIED

2 ADJOURNMENT

1.1 The meeting adjourned at 8:33 p.m.

879 Brunetta - Hallikas: THAT this special meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

TOWN OF FORT FRANCES

SESSION NO. #089

REPORT

COMMITTEE OF THE
WHOLE

January 24, 2022

A meeting of the Committee of the Whole of Council was held virtually in the Committee Room on January 24, 2022.

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

REGRETS: Councillor D. Judson

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

1. Call to Order/Roll Call

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

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

There were no disclosures

3. Delegations / Deputations:

There were no delegations or deputations.

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul** - Verbal Update - Mayor Caul did not provide an update.

Councillor Behan provided a verbal update relating to the Rainy River District Municipal Association annual general meeting, and the Chamber of Commerce.

Councillor Brunetta - Verbal Update relating to the Northwestern Unit Board of Health, the Rural Ontario Municipal Association (ROMA) and the deputations attended, the physician recruitment retention committee, the Rainy River District Municipal Association.

Councillor Hallikas - Verbal Update relating to the DSSAB board meeting attended the Rural Ontario Municipal Association (ROMA), the Fort Frances Public Library Board meeting.

5. Consent Agenda:

5.1 Memorial Sports Centre Ice Plant Efficiency Study

5.2 Contribution agreement with the Federal Economic Development Agency for Northern Ontario

5.3 Renewal of Enterprise Annual Lease

5.4 Tax Incentives

206 Hallikas - 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:

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5.1 Memorial Sports Centre Ice Plant Efficiency Study: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the report dated December 17th, 2021 from Stantec on the Fort Frances Memorial Sports Complex Ice Plant Study be received and further that Council direct Administration to monitor funding programs for future opportunities to fund the consolidation of the Ice plants in accordance with this report

5.2 Contribution agreement with the Federal Economic Development Agency for Northern Ontario: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to enter into a contribution agreement with the Federal Economic Development Agency for Northern Ontario and further that a by-law be prepared authorizing Mayor and Clerk to execute the agreement on behalf of the corporation.

5.3 Renewal of Enterprise Annual Lease: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:
 1) That the lease agreements with Enterprise Rent-A-Car Canada Limited be executed.
 2) That the Mayor and Clerk be authorized to execute the lease agreements on behalf of the Corporation.

5.4 Tax Incentives: approval of this report will agree with the recommendation of the Economic Development Executive Committee that Council endorses the report and proceeds to meet with the Government of Ontario to negotiate

CARRIED

6. Administration and Finance Division:

6.1 Annual Citizen of the Year

- approval of this report will endorse the Citizen of the Year Committee's recommendation to amend the Citizen of the Year Terms of Reference which will allow the Committee the right to nominate eligible individuals for the Citizen of the Year should no eligible public nominations be received. There was no discussion. The motion will be presented for Council's consideration at the Regular Council Meeting following this session

6.2 Contribution Agreement – Fort Frances Community Microgrid Feasibility Study

- approval of this report will agree with the recommendation from the CAO to enter into a contribution agreement with the Federal Economic Development Agency for Northern Ontario for funding relating to Fort Frances Community Microgrid Feasibility Study and that a by-law be prepared authorizing the agreement to be signed by Mayor and Clerk. There was no discussion. The motion will be presented for Council's consideration at the Regular Council Meeting following this session

6.3 Informational Report: Update on the Fire Rescue Services

- that the report submitted by the Fire Chief dated January 5, 2022 relating to an update on the fire rescue services be received as information. 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 six items were received. Council was provided an opportunity for clarification and questions relating to all information items.

7.1 2022 Moffat Family Fund Grant Allocations

7.2 Fort Frances Wastewater Treatment Facility December 2021 Monthly Report

7.3 Airport Statistics 2021

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7.4 Operations and Facilities Division - Public Works Area - Operations Statistics December 2021

7.5 Sewer and Water Data for 2021

7.6 Tonnage at the Landfill Site - 2021

8. ADJOURNMENT

8.1 The meeting adjourned at 5:52 p.m.

207 Wiedenhoeft-McTaggart: THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

TOWN OF FORT FRANCESSESSION NO. #90REPORTSPECIAL MEETING
COMMITTEE OF THE
WHOLEJanuary 31, 2022

A Special Meeting of the Committee of the Whole of Council was held virtually and in the Committee Room of the Civic Centre on January 31, 2022

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

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

1. COMMITTEE OF THE WHOLE

- 1.1 Call to Order / Roll Call
Chair Judson called the meeting to order at 5:30 p.m.
- 1.2 Disclosure of pecuniary interest and the general nature thereof.
There were no disclosures.

2. 2022 Capital Budget

- 2.1 Draft Capital Budget - Prioritized
- A verbal summary was provided by the Treasurer. Some amendments were agreed to. A resolution will be considered in tonight's Special Council meeting.

Capital Budget
Travis' Report- Skating path and the request from MAT Committee
Council deferred the item to the Operations and Facilities Executive Committee for further information.
- 2.2 2023-2027 Preliminary 5 year Capital Projections
The Treasurer provided a verbal report. Council received the preliminary 5 year capital projections as information.
- 2.3 2022 Projected Reserves
The Treasurer provided a verbal report. Council received the projected reserves as information.

3. 2022 Operating Budget- Rate Discussion

- 3.1 Analysis of Tax Rates, Ratios and Assessment
- Assessment 2017-2022
- Analysis of CPI and Ratios
- Info from EDEC where Large Industrial Tax rates are to be considered. The Treasurer provided a verbal report on the above related reports which Council received as information.

4. Information

Page 2 of 2

- 4.1 January 18, 2022 letter from Allan Doheny, Assistant Deputy Minister- Pertinent Property Tax information for 2022
Council received the letter as information.

5. In-Camera

- 5.1 The Committee of the Whole of Council met in camera from 7:30 p.m.

208 McTaggart - Behan: That the Committee of the Whole of Council now meet in-camera to address a matter pertaining to:

1. personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations; Staffing matter
2. personal matters about an identifiable individual, including municipal or local board employees and labour relations or employee negotiations; Staffing matter

CARRIED

- 5.2 • Staffing Matter

The following Staff members were present: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, A. Hansma, HR Manager.

Council was provided a confidential report from the CAO and HR Manager relating to staffing matters. A proposed motion will be presented to Council for their consideration at the Special Meeting later this evening.

- 5.3 • Staffing Matter

The following Staff members were present: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, A. Hansma, HR Manager, Tyler Moffit, Fire Chief

A confidential report was received by the Fire Chief / CEMC relating to staffing matters as information. A proposed motion will be presented to Council for their consideration at the Special Meeting later this evening.

6. Public Session Resumes at 8:28 p.m.

7. Adjournment

- 7.1 The meeting adjourned at 8:30 p.m.

209 Brunetta - Hallikas: THAT this Special meeting of the Committee of 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 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 (851-513586 Dock replacement at the Sorting Gap Marina)

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 Manager of Operations and Facilities to enter into contribution Agreement with the Federal Economic Development Agency for Northern Ontario for the purpose of a Fort Frances Dock replacement at the Sorting Gap Marina

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 14th day of February 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

Project Number: 851-513586

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 March 2, 2021, 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 12 – Indemnification and Limitation of Liability
- e) Section 13 – Default and Remedies
- f) Section 14 – Project Assets
- g) Section 15 – 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 October 31, 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) 22.5% of the incurred Eligible & Supported Costs of \$555,530 of the Project outlined in Annex 1, and
 - b) \$124,994.
- 3.2 The Agency shall not normally contribute to any Eligible and Supported Costs incurred prior to April 19, 2021 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 Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Northern Ontario Heritage Fund Corporation	\$376,995
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- 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, including for example, a description of work completed to date; a percentage of completion report signed-off by the managing architect or engineer (where applicable); photos that demonstrate the progress of the Project (where applicable); and a report on implementation of environmental mitigation measures (where applicable). 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 Environmental and Other Requirements

- 11.1 The Recipient represents that the Project is not a "designated project" as defined in the *Canadian Impact Assessment Act*, S.C. 2019, c. 28, s. 1 (IAA) and that an impact assessment (IA) or a determination under section 82 of IAA, are not required for the Project.

- 11.2 Aboriginal consultation

The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon Canada satisfying any obligation that Canada may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

12.0 Indemnification and Limitation of Liability

12.1 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.

12.2 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.

12.3 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.

12.4 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.

13.0 Default and Remedies

13.1 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.

13.2 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 13.1. Except in the circumstances described in subsections (a) and (b) of section 13.1, 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.

13.3 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.

14.0 Project Assets

14.1 Disposal of Assets

The Recipient shall retain title to, and ownership of, the capital assets, the cost of which has been contributed to by the Agency under this Agreement for a minimum of two (2) years after the expiry or early termination of this Agreement, and shall not dispose of the same for a period of two (2) years after the expiry or early termination of this Agreement, without the prior written consent of the Agency. As a condition of such consent, the Agency may require the Recipient to repay the Agency the whole or any part of the Contribution paid to the Recipient hereunder.

15.0 General

15.1 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.

15.2 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.

15.3 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.

- 15.4 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.
- 15.5 Notwithstanding subsection 15.4, 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.
- 15.6 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.
- 15.7 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.
- 15.8 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.

- 15.9 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.
- 15.10 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.
- 15.11 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.
- 15.12 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.
- 15.13 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).

16.0 Notice

- 16.1 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.

- 16.2 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
Tourism Relief Fund - Destination Development (Capital)
Northern Ontario Development Program

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

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

Mr. Travis Rob
Manager of Operations and Facilities
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances ON P9A 3P9

- 16.4 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: 851-513586

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: 2021.12.20 08:39:58 -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: 851-513586

I. PROJECT SCOPE

- i) Description:
The project will support the waterfront development upgrades at the Sorting Gap Marina. Specifically, the project will support: the installation of low maintenance modular floating docks; upgrades to the lighting system; and upgrades to the electrical system (some dock slips will be upgraded to include shore power). The project will also include an upgrade to the current security system and lot grading around the marina building.
- ii) Project Location:
Fort Frances, ON
- iii) Dates:
 - a) Commencement Date - June 1, 2021
 - b) Completion Date - October 31, 2022
- iv) Key Workplan Activities, Timelines and Milestones:
 - Start dock upgrades - Summer 2021
 - Upgrade two of five dock sections
 - Old dock sections to be removed
 - Complete site drainage upgrades - Summer 2021
 - Tender electrical design - Fall 2021
 - Complete dock upgrades - Summer 2022
 - Remaining three dock sections to be upgraded
 - Tender electrical upgrades including light fixture upgrades - Spring 2022
 - Upgrade security system - Summer 2022
 - Installation of cameras and remote wireless equipment

v) Performance Measures and Tracking Plan:

The anticipated measurable results of the project include:

- One enhanced and expanded community tourism infrastructure asset;
- Three Full-Time Equivalent (FTE's) positions maintained; and
- Increased level of service to the main waterfront facility.

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$124,994
- Supported	\$555,530	Other Federal	\$0
- Not Supported	\$0	Provincial	\$376,995
Ineligible Costs	\$160,234	Municipal	\$0
		Financial	\$0
		Institution	\$0
		Recipient	\$213,775
		Other	\$0
Total	<u>\$715,764</u>		<u>\$715,764</u>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Dock Upgrades 2022	\$400,530		\$400,530
Electrical, Lighting, and Security Upgrade	\$145,000		\$145,000
Site Drainage Upgrades	\$10,000		\$10,000
TOTAL ELIGIBLE COSTS	<u>\$555,530</u>		<u>\$555,530</u>
<u>Ineligible Costs</u>			
Dock Upgrades 2021			\$160,234
TOTAL INELIGIBLE COSTS			<u>\$160,234</u>
TOTAL PROJECT COSTS			<u>\$715,764</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; and
 - b) provide evidence that all permits, licences, approvals and authorizations required to complete the Project have been secured.
- 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
Tourism Relief Fund - Destination Development (Capital)

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 April 19, 2021 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 April 19, 2021 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.

THE CORPORATION OF THE TOWN OF FORT FRANCES
BY-LAW XX/22

(BEING A BY-LAW to authorize the execution of an Agreement Enterprise Rent-A-Car Canada Limited and the Corporation of the Town of Fort Frances)

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

AND WHEREAS on January 24, 2022 Council received a report from the Manager of Operations and Facilities, to enter into an agreement with Enterprise Rent-A-Car Canada Limited on the recommendation of the Operations and Facilities Executive Committee;

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into a lease Agreement with Enterprise Rent-A-Car Canada Limited to provide for counter and storage space within the terminal building.

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 14th day of January 2022.

J. Caul, Mayor

G. Lecuyer Clerk

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

BETWEEN:

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

-And-

ENTERPRISE RENT-A-CAR CANADA LIMITED
(The “Tenant”)

WHEREAS:

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated January 1, 2006 with respect to the property (“Demised Premises”) described as: Counter space comprising of a total area of 3.3 square metres at the Fort Frances Airport.
- B. The copy of the lease dated January 1, 2006, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end December 31, 2021.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from January 1, 2022, to and including December 31, 2022, on substantially the same terms and conditions as set out in the Lease, save and excepting the additional clause E, as set out below.
- E. The annual rental fee will be annually increased on renewal by the greater of the amounts calculated as follows:
 - 1) An amount equal to that produced by applying the Previous year’s Ontario consumer price index to the previous year’s annual rental fee;
 - 2) An amount calculated as 4.0 % over the previous year’s annual rental fee

NOW THEREFORE the Parties agree as follows:

- 1. The Town agrees to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including January 1, 2022, to December 31, 2022.
- 2. The amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term January 1, 2022, to December 31, 2022 shall be the sum of \$1380.39, plus applicable taxes, which amount shall be payable by the Tenant to the Town upon the signing of this lease agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For Enterprise Rent-A-Car Canada Limited:

Witness: _____ Per: _____

“I have the authority to bind the corporation”

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 Tess's Kitchen and the Corporation of the Town of Fort Frances re: (Canteen Operator).

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 February 14, 2022 Council received a report from the CAO to enter into an agreement with Tees's Kitchen;

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Tees's Kitchen to provide the services of Concessionaire or Canteen Operator at the Memorial Sports Centre;

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 14th day of February 2022.

J. Caul, Mayor

G. Lecuyer Clerk

THIS AGREEMENT to come into effect the **12TH** day of **February 2022**.

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town".

- AND -

TESS'S KITCHEN

hereinafter called the "Concessionaire, or Operator, or Canteen Operator".

WHEREAS the Town is the owner of the Memorial Sports Centre situated within the Town of Fort Frances;

AND WHEREAS the Concessionaire is desirous of contracting with the Town for the operation of the two (2) Concessions situated within this facility;

NOW THEREFORE, in consideration of the covenants and promises herein contained, the parties hereby agree as follows:

1. DEFINITIONS

In all documents forming part of this Contract, unless the context requires otherwise:

"Town Equipment" means the equipment supplied to the Concessionaire on an "as is" basis and owned by the Town as described in Schedule "A".

"Facility" means the buildings within which the concession areas (as are described in the Agreement) are located, includes the entire Memorial Sports Centre.

"Gross Sales" means, when used in relation to any period of time, the entire amount charged by the Concessionaire on all concession sales of merchandise, foods, beverages, services and any other products or services whatsoever which are provided under this Contract during any such period of time whether or not such sales are made on a cash basis or on credit, paid or unpaid, collected or uncollected, including deposits not refunded to customers, but gross sales shall not include, to the degree that the Concessionaire has included them therein:

any sales or excise tax imposed by any government authority and added to the price of a sale or service or absorbed therein and collectable from the customer;

the amount of money recovered on any return of goods to suppliers of the Concessionaire; and

the amount of any credit or refund for any merchandise returned or exchanged or any allowance made for loss of or damage to merchandise sold.

2. THE CONCESSION

The Town hereby grants to the Concessionaire/Operator the exclusive rights to sell at the Concessionaire's sole expense, food, beverages, services, and miscellaneous products (subject always to the approval of the Town through the Recreation and Culture Manager), in the concession areas more particularly detailed in section four (4) hereinafter set out. The Concessionaire agrees to operate the concessions and to sell the said food, beverages, services and miscellaneous products during the term of this Agreement in a good and professional like manner subject always to all terms of the Agreement.

3. EXCEPTED SALES AND SPECIAL EVENTS

Although the Concessionaire has the authority to sell the products (in the discretion of the Town) that are herein provided in the concession locations specified in section four (4), the Concessionaire acknowledges and agrees as follows:

Circus - The Town has historical arrangements with the Shriners that allow them to sell candy floss, peanuts, plus novelty, and souvenir items.

The Concessionaire must agree and adhere to this stipulation under this contract and any subsequent extensions to other groups as deemed appropriate by the Town.

Socials and Weddings – The Town rents the Auditorium to community members for socials, youth dances, weddings, beer gardens, and banquets where they can provide their own food and beverage or contract to a caterer. It is therefore agreed that the Concessionaire would have the option to provide these services subject to all terms & conditions herein. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein, including the gross sales calculation payable to the Town. The Concessionaire agrees to not limit, inhibit, or otherwise obstruct this past practice.

Festivals and Trade Shows – the Town rents the arenas for a variety of events when the ice is out, including but not limited to Pow-Wows, Employee Appreciation Days, Trade Shows, and the like where the renter provides food and beverage as part of the activities. This agreement will not limit, inhibit, or otherwise obstruct the renter's ability to provide food & beverage for their activities. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein.

4. CONCESSION AREAS

The said concession areas, in addition to being detailed below, are more particularly outlined on the plans attached hereto as Schedule "B":

Memorial Sports Centre: Main Foyer contains approximately 64 square meters of concession's space inclusive of receiving and storage area. Ice For Kids Arena concession – 2nd floor.

5. PAYMENT FOR PRIVILEGES

In consideration of the Concessionaire's rights herein to provide services, the Concessionaire shall pay to the Town \$0 (Zero Dollars) for the period set out in section nine (9); herein this Agreement sometimes referred to as 'percentage charges'.

In the event that this Agreement or the concession privileges hereby granted are terminated prior to the end of the term hereof, the payment to the Town shall be apportioned to the date of termination and paid forthwith by the Concessionaire to the Town, all without prejudice to any other claims entitlement of the Town.

6. RECEIPTS FROM CONCESSION OPERATION

The Town shall have the right to have access to all financial information of the Concessionaire in the Facilities, the Concessionaire shall be entitled to retain all receipts derived from the Concession for its own use absolutely.

7. ALTERATIONS AND ADDITIONS

The Concessionaire shall not alter, add to, or in any way vary a Concession area or Town property without first obtaining consent in writing of the Town from the Recreation and Culture Manager.

8. REPORT OF ACCIDENTS:

The Concessionaire shall give immediate notice to the Town of any accident arising out of the operation of any Concession and any damage to any part of the facility.

9. TERM

This Agreement shall be for a term commencing on the 12th day of February 2022 and terminating on the 30th day of April 2022 to cover Laker and Muskie games and tournaments only. The term shall not be extended.

10. EQUIPMENT AND FACILITIES

The Town equipment shall be maintained and repaired by the Town. In those circumstances where damage was a direct result of neglect by the concessionaire, any of its employees or agents, the concessionaire shall be solely responsible for repairs. The Concessionaire shall be responsible for any additional or new equipment necessary for the efficient operation of the concessions. The Concessionaire will maintain the premises and fixtures in a clean and wholesome condition at all times. The Concessionaire will not allow refuse or other objectionable material to accumulate on or around the premises and will keep the premises in a clean and tidy condition at all times.

11. COMPLIANCE WITH REGULATIONS

The Concessionaire agrees to comply with all laws and regulations, including Federal, Provincial, Municipal, and all Municipal bylaws and regulations pertaining to the storage and serving of food goods and refreshments. The Concessionaire agrees to comply with all labor and employment laws & regulations in the operation of the concession and will, at his or her own expense, obtain and pay for all required licenses or permits that may be required.

12. COVENANT TO OPERATE

The Concessionaire shall provide its concession services in the concession areas at Memorial Sports Centre during the operating hours and seasons hereinafter set out, the Concessionaire may extend the hours, if business demand dictates with the approval of the Town.

i. OPERATING HOURS

Weekdays 03:30 p.m. to 10:00 p.m. and weekends 08:00 a.m. to 10:00 p.m. These hours are only subject to change in order to meet the program needs of the Sports Centre upon written agreement by both parties.

ii. CLOSING OF FACILITIES

The Town at all times reserves the right to close the Facilities, or part of them, in the Town's sole and absolute discretion. The Town may consider closing the Facilities during inclement weather, for repairs, or in cases of an emergency. The Town may also close parts of the facility in the event that a season is shortened due to lack of interest in the use of the facility. In such event, the operating hours and days for which the facilities are not opened shall be correspondingly reduced in this agreement.

13. VENDING MACHINES

The Memorial Sports Centre staff will assume the responsibility of the vending machines and they will not be subject to revenue for the concessionaire in any way. The concessionaire hereby relinquishes any right or privilege to the revenue generated by the vending machines and will not otherwise inhibit the ability for such to generate revenue for the facility.

14. OCCUPANCY OF PREMISES

Notwithstanding anything herein contained, the Concessionaire is not and shall not be a tenant of the Town and is not and shall not be entitled to exclusive possession or occupancy of any part of the Facilities or concession areas. The use of the Facilities is limited to their use in order to provide the services under this Contract by the Concessionaire, to the extent necessary to do so and only to that extent. The Town and its authorized personnel shall have access to all parts of the Facilities, including the concession areas without any prior notice for any and all purposes, including, but not limited to Public Health and Fire Inspections. The Town shall use reasonable best efforts not to interfere with the performance of services hereunder.

15. TERMINATION Notwithstanding the foregoing:

- i) Either party to this Agreement shall have the right to terminate this Contract giving fifteen (15) days written notice to the other and neither party, in the event of exercising its right of early termination, shall have to provide any reason whatsoever for terminating the Contract.
- ii) If the Concessionaire is in default hereunder, the Town shall have the right to immediately terminate this Contract by the delivery of written notice to the Concessionaire, in which case this

contract shall be at an end and the parties shall have no further obligations except any outstanding payments due, one to another, save and except.

iii) The Concessionaire shall be responsible for any obligations incurred in this agreement or breaches of this agreement up to date of termination.

iv) The Concessionaire will be obligated to continue to account and provide all information and payments under this Agreement with respect to any net profit made or transacted before the termination hereof.

v) The right of the Town to any and all financial and sales information for the period up to termination will survive beyond the termination of this Agreement for at least one year.

16. DEFAULT

For the purpose of this section, the Concessionaire will be deemed to have defaulted under the terms of this Contract upon incidence of any of the following:

i) The Concessionaire breaches any of the terms or conditions of this contract.

ii) The Concessionaire violates any law, commits or becomes involved in any situation or occurrence which, in the opinion of the Town or Recreation and Culture Manager, would tend to bring the Town into public disrepute or dishonor.

17. VERBAL AND OTHER ARRANGEMENTS

This Contract may not be amended, modified, or in any way changed except by a written document of equal formality herewith.

18. DAMAGE TO PROPERTY OF THE TOWN

In carrying out the operation from its inception and until the conclusion of the same, the Concessionaire shall make good any damage, due to neglect, caused to property of the Town at its own expense.

19. DAMAGES AND INDEMNITY

The Concessionaire shall be responsible for any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees done or caused by it, its employees or patrons, or resulting from the prosecution of the operation or caused by reason of the existence or location or condition of the premises or of any equipment used therein, or which may happen by reason thereof, or any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees whatsoever which may arise as a result of the operations of the Concessionaire, the Concessionaire's servants, agents or employees, or arising or related to the use or the occupation of the concession areas and Facilities or the exercise of any privileges herein granted or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them under and by these conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such claims, demands, damages, lawsuits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees; and in case of the Concessionaire's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of these Conditions, the Town may either with or without notice (except where in these Conditions notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such materials and workers, do such work or things as deemed advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Town from the Concessionaire, and any such action by the Town as herein empowered to take, shall not in any way relieve the Concessionaire from any liability under this Contract.

20. CONCESSIONAIRE'S EQUIPMENT

Equipment and property of the Concessionaire are not protected against fire, theft, vandalism or other risks by the Town, and the protection of such, and any damage caused too such, is the sole and complete responsibility of the Concessionaire.

21. CONCESSIONAIRES' REPORTS AND AUDITS

i) The Concessionaire shall submit to the Town on or before the 15th day following the end of each calendar month and partial calendar month during the term of this agreement, written statements

signed by the Concessionaire certified to be true and correct showing the amount of gross sales for the preceding month or partial calendar month.

ii) For the purpose of ascertaining the amount payable under section five (5) and for permitting verification by the Town, the Concessionaire shall keep at the Facilities or at its office, for a period of not less than 3 years following the end of each calendar year or a part thereof within the term of this Contract adequate books and records including but not limited to records of inventories, purchases and receipts of merchandise and all sales and other transactions by the Concessionaire.

iii) In addition to any other right of the Town, the Town, its employees and authorized representatives may require an audit of the books and records of the sales and expenses of the Concessionaire and all persons conducting business on or from the premises necessary to verify "Gross Sales". The report on the audit made by the Town's auditor will be final and binding upon the Concessionaire and the Town upon all questions relating to financial matters or compensation. Acceptance by the Town of any payments under this Contract is without prejudice to the Town's right to an audit of the books and records of the Concessionaire.

22. WORKPLACE SAFETY AND INSURANCE BOARD (ONTARIO)

Upon the execution of this Contract, the Concessionaire shall deliver to the Town, certificates of good standing from the Workplace Safety and Insurance Board of Ontario, with respect to all the employees of the Concessionaire and shall provide such additional certificates as often as is deemed necessary by the Town during the term, but in any event shall provide such a certificate at least annually on the anniversary date of the commencement of the term. The Concessionaire shall be responsible, at its expense, for the charges, assessments or other payments required to be paid to the WSIB with respect to the Concessionaire's employees. The Concessionaire shall pay to the Workplace Safety and Insurance Board of Ontario all assessments and levies owing to the Board in respect to this contract and any unpaid assessments or levies shall be the sole responsibility of the Concessionaire.

23. OCCUPATIONAL HEALTH AND SAFETY ACT

The Concessionaire shall be solely responsible for employee safety and for compliance with the Occupational Health and Safety Act and Regulations and the Concessionaire shall, at its sole cost and expense, ensure that all contractors, agents, servants and employees comply with the Act and Regulations and the Concessionaire shall indemnify the Town against any contravention thereof whatsoever.

24. TAXES

The Concessionaire shall be solely responsible for the payment of all taxes and necessary permits of any kind whatsoever including, but not limited to, income, sales, business, employer health and all other applicable taxes which may be assessed or levied against the Concessionaire or which may relate to the Concessionaire, its operations. The Concessionaire shall reimburse, indemnify and save harmless the Town of and from any liability for all such taxes.

25. UTILITIES

The Town shall provide all heat, electrical power, fuel, refrigeration, ventilation and air conditioning (where installed), and utility services reasonably required for the efficient provision of services under this contract.

26. GLASS OR CROCKERY

In the Arena Facilities the Concessionaire shall not use glass or crockery or bottles for the service of food, tea, coffee, milk, or beverages, but shall use paper containers for this service.

27. CONCESSION SEATING AREA

During specified hours of operation, the concessionaire is responsible for cleaning and housekeeping of the concession seating area in the lobby of the Arena and shall keep all tables clean and remove used dishes and refuse there from.

28. ITEMS FOR SALE

For the purpose of providing Food Service, the Concessionaire agrees to offer commonly accepted

fast food items, snacks and abide by the contractual requirements between the Town and Pepsi Cola Limited. The Town will provide at the cost to the concessionaire all the necessary products from Pepsi for resale. The sale of sunflower seeds and peanuts in the shell is not permitted.

29. PRICES TO BE DISPLAYED

Prices must be displayed in prominent places, in order that the patrons may be kept informed of such prices. Menus must be displayed at each of the concession areas in the facility.

30. ALCOHOL

The Concessionaire and its employees, agents and representatives, shall not offer for sale, sell, serve, store, consume or permit to be consumed, any liquor or alcohol products in the concession areas and Facilities. Such rights are reserved to the Town in the Facilities and the Concessionaire acknowledges that the Town may carry on liquor and alcohol sales as aforesaid. As well, the Town may permit any other groups, clubs, persons to sell liquor or alcohol products in its facilities as the Town in its absolute discretion deems advisable. The Concessionaire specifically acknowledges the Town's exclusive rights in this regard.

31. SECURITY

The Concessionaire shall be responsible for his/her own cash control and handling procedures, including insuring that cash is picked up on a daily basis.

32. INSURANCE

The Concessionaire shall provide and maintain during the term of the Contract Comprehensive General Liability insurance acceptable to the Corporation of the Town of Fort Frances and subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

33. NO ASSIGNMENTS

Neither this Contract and the rights granted to the Concessionaire hereunder nor any part thereof are assignable by the Concessionaire without the prior written approval of the Town to such assignment, which approval may be withheld without reason by the Town.

34. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

i) All of the records and documents of the Concessionaire referred to and cited in this Agreement where such records and documents have been created in order to comply with the terms, provisions, requirements and obligations of the Concessionaire as set out in this agreement are "records" of the Town as "records" are defined in the Municipal Freedom of Information and Protection of Privacy Act.

ii) The records and documents referred to in the paragraph above are, for the purposes of this Agreement, in the joint care and custody of the Concessionaire and of the Town; and

iii) The Concessionaire hereby agrees with the Town that the records and documents referred to in the first paragraph above will be managed and administered in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

35. NOTICE

To the Concessionaire by mailing the notice to:

Tess's Kitchen

1030 Scott Street, Fort Frances, ON, Canada, ON P9A 1J7 Attention: Tess Coish, Caterer

To the Town by mailing the notice to:

The Corporation of the Town of Fort Frances

320 Portage Avenue Fort Frances, ON P9A 3M3 Attention: Gabrielle Lecuyer, Clerk

OR to such other address as each party may advise the other by notice in writing. Notice given in this manner shall be deemed to have been given and effective as of the fifth day following the date of mailing.

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

) THE CORPORATION OF THE TOWN
) OF FORT FRANCES

MAYOR: _____

CLERK: _____

Per: _____ Printed: _____

Per: _____ Printed: _____

Witness: _____ Printed: _____

SCHEDULE "A" Town Owned Canteen Equipment

One Quest gas grill and oven combination

One Quest two basket deep fryer

One popcorn machine

Four deep freeze chests

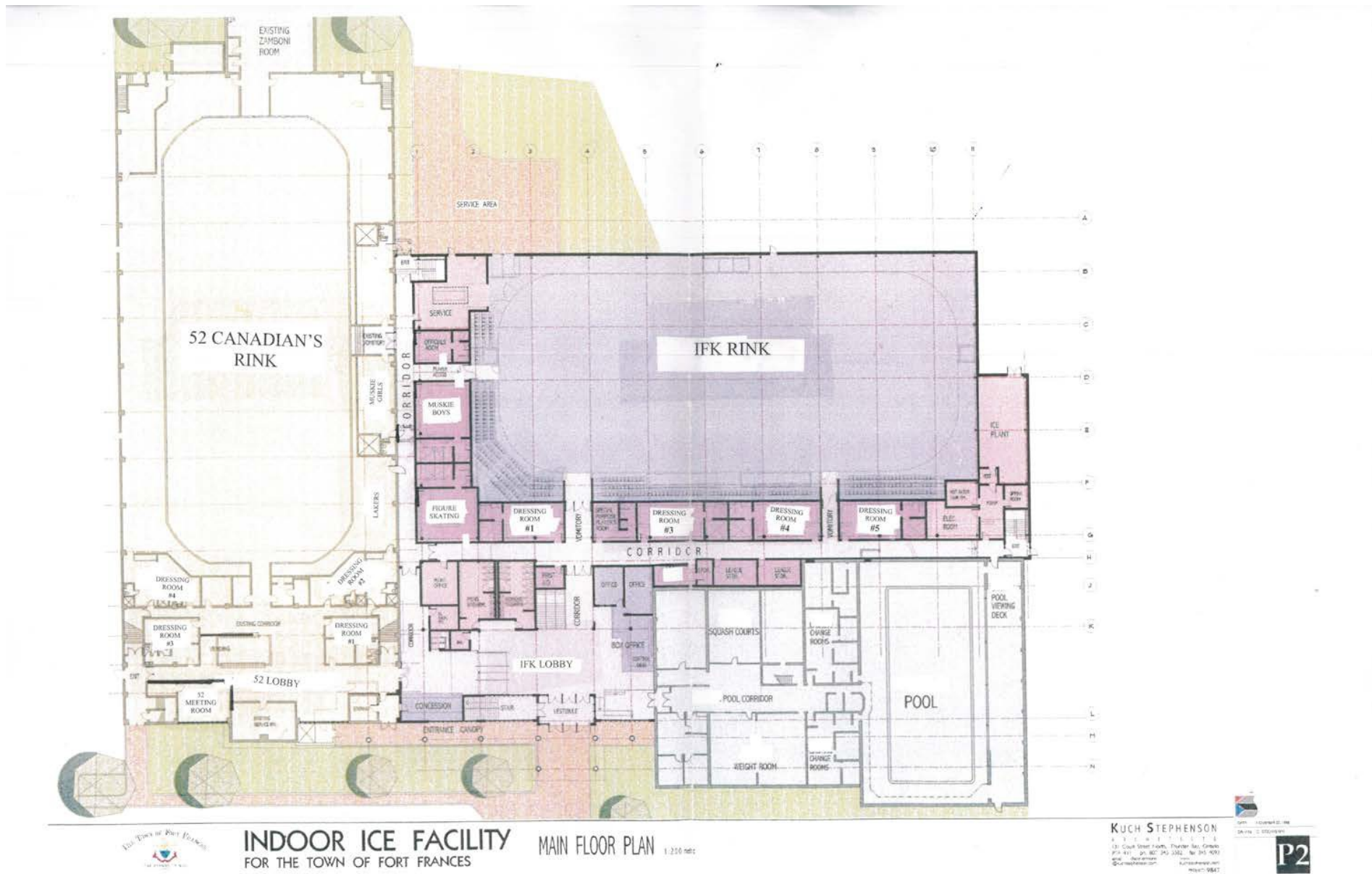
Two Bunn coffee machines with glass pots

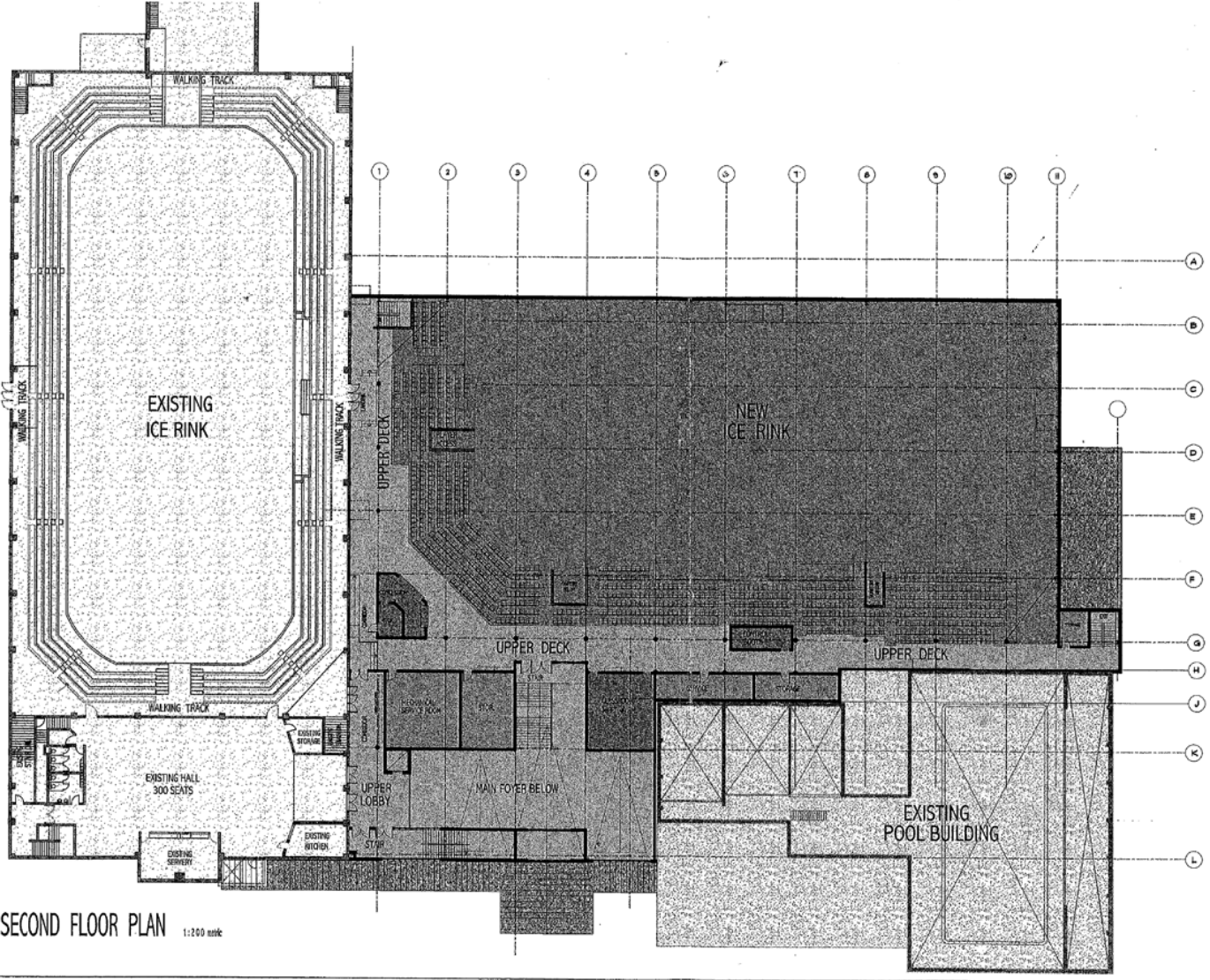
One Gaggia Espresso

Various pots, utensils, and can opener

Two Pepsi Display Coolers

SCHEDULE "B" Concession Areas – Two drawings attached



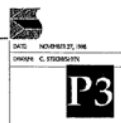


SECOND FLOOR PLAN 1:200 scale



INDOOR ICE FACILITY
FOR THE TOWN OF FORT FRANCES

KUCH STEPHENSON
ARCHITECTS
131 Court Street North, Thunder Bay, Ontario
P7A 4V1 ph. 807 345 5582 fax 345 4093
email: dk@kuchstephenson.com web: kuchstephenson.com
©KuchStephenson.com PROJECT 15047



P3

PO Box 488
201 Atwood Avenue
Rainy River, ON
P0A 1H0



Office Phone: (807) 852-3244
Clerk Phone: (807) 852-3978
Fax: (807) 852-3553
Email: rainyriver@shaw.ca
Website: www.rainyriver.ca

Town of Rainy River

RESOLUTION

MOVED BY Brent Helgeson DATE: December 13, 2021

SECONDED BY Gerny Pasloski RESOLUTION: 21-042

"WHEREAS the west end of the District of Rainy River is located on a major traffic thoroughfare (Hwy. 11) and border crossing;

AND WHEREAS many drivers and passengers are in need of a place to rest, eat, or refuel;

AND WHEREAS there are currently no wayside rest areas available to travelers in the entire west end of the Rainy River District;

AND WHEREAS the COVID-19 pandemic restrictions have highlighted the need for public rest areas to accommodate travelers (as these services may no longer be available to the public at other venues);

BE IT HEREBY RESOLVED that the Town Council of the Corporation of the Town of Rainy River hereby calls on the Minister of Transportation for the installation of public wayside rest area(s) in the west end of the Rainy River District;

AND FURTHER that this resolution be forwarded to the Rainy River District Municipal Association (RRDMA). Greg Rickford - MPP for Kenora-Rainy River, and all municipalities in the Rainy River District."

ABSTAIN _____
AYES _____
NAYES _____

CARRIED ☒
DEFEATED _____

L. ARMSTRONG _____
D. EWALD _____
B. HELGESON _____
N. IVALL _____
M. KREGER _____
G. PASLOSKI _____
P. WHITE _____

MAYOR OR ACTING MAYOR



in the heart of Ontario's Sunset Country



FORT FRANCES & DISTRICT PHYSICIAN RECRUITMENT & RETENTION COMMITTEE

110 Victoria Avenue, Fort Frances, ON P9A 2B7 (807) 275 9794 or T.Hamilton@rhcf.on.ca

January 18, 2022

Hon. Marcus Powlowski
MP, Thunder Bay-Rainy River
905 E Victoria Avenue, Unit 1
Thunder Bay, Ontario P7C 1B3
Marcus.Powlowski@parl.gc.ca

Hon. Greg Rickford,
MPP, Kenora-Rainy River
300 McClellan Ave. East Room
Kenora, ON P9N 1A8
greg.rickford@pc.ola.org

Dear Minister Powlowski & Minister Rickford:

RE: Physician Recruitment and Retention Crisis

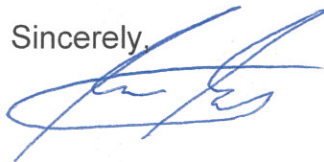
The status of Physician Recruitment and Retention in the Rainy River District is in **crisis**. We do not use that term lightly, we have long prided ourselves on trying to make it work, but the current situation is not sustainable. Physicians are burnt out, resignation letters have been submitted and unfortunately, others are being written. The prospect of having to close facilities is real. The stability of healthcare in the region is at risk. The intent of this letter is first to raise awareness, and then hopefully be part of real change.

All three sites - Fort Frances, Emo and Rainy River - are each facing unique challenges, but a unifying problem is lack of physicians. A huge portion of the population, including surrounding First Nations, do not currently have access to Primary Care. There is NO capacity in the already stretched system to absorb these patients. Demand at all regional clinics far outweigh appointment availability. Patients are becoming understandably disgruntled. Emergency departments are busy and hospitals are more than full. With more physicians leaving, the situation will only get worse. We have local residents with no family doctor and recent diagnoses of serious medical conditions (i.e. cancer, diabetes or depression) and they have nowhere to go.

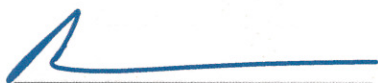
This is a complex problem that requires short, medium and long-term solutions. Immediate locum coverage and funding is needed so patients can be seen today. Local and newly recruited physicians need to find ways to sustain their current practices. The Northern Ontario School of Medicine (NOSM) needs to continue to select and train physicians that are committed to the North, ensuring a pipeline of new graduates.

The district's physicians are united on this front. This letter is being forwarded to all Municipal, Provincial and Federal government representatives. We encourage the residents of this district to also voice their concerns to their local Municipal, Provincial and Federal representatives.

Sincerely,



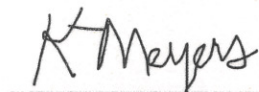
Dr. Marc Ruppenstein
Chair – Fort Frances and District Recruitment and Retention Committee
Vice-President, Keffer Medicine Professional Corporation (KMPC)



Todd Hamilton
Physician Recruiter



Dr. Karim Eltawil
La Verendrye Chief of Staff



Dr. Kim Meyers
Emo Chief of Staff



Dr. Catherine Caron
Rainy River Medical Group



Dr. Melanie Halvorsen
President, Keffer Medicine Prof. Corp.



Dr. Lucas Keffer
La Verendrye Assoc. Chief of Staff

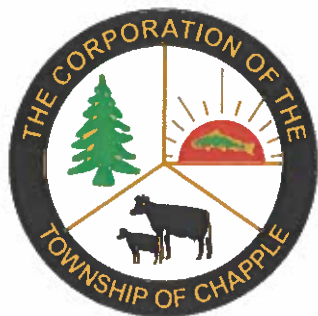


Dr. Joseph Ennett
Rainy River Chief of Staff



Dr. Vaishali Patel
ER Lead & Scheduler

- c.c. Rainy River District Municipalities (via email)
Area First Nation Chiefs (via email)
Rainy River District Ontario Health Team (via email)



The Corporation of the Township of Chapple

P.O. Box 4, Barwick, Ontario P0W 1A0 CANADA

Phone: (807) 487-2354
www.chapple.on.ca

Fax: (807) 487-2406
chapple@tbaytel.net

January 20, 2022

VIA Email: christine.elliott@ontario.ca

Hon. Christine Elliott
Minister of Health
College Park 5th Flr
777 Bay St.
Toronto, Ontario
M7A 2J3

RE: Rainy River District – Under-served rural areas in Northwest Ontario

Dear Hon. Christine Elliott;

Please be advised that the following resolution was duly approved and passed at the regular meeting of Council for the Corporation of the Township of Chapple on Tuesday, January 20, 2022:

WHEREAS Dr. McGuire will no longer be practicing medicine at the Emo Clinic as of March 2022; and

WHEREAS many residents within the west end of the Rainy River District will be de-rostered, putting added strain on the district's medical system and Riverside Healthcare's Emergency Department; and

WHEREAS the Emo Drug Store and Riverside Healthcare (Emo) will be placed in a vulnerable position; and

WHEREAS the Township of Chapple advocates for equitable health care, especially for under-served rural areas like the Rainy River District; and

WHEREAS physician recruitment - finding ways to encourage more physicians and healthcare professionals to stay and work in the west end of the Rainy River District - is contributing to a crisis for citizens in our communities;

NOW THEREFORE, Council calls on the Minister of Health to assist with Physician Recruitment for the west end of the Rainy River District; and

FURTHER that a copy of this resolution be forwarded to the Hon. Marcus Powlowski, MP Thunder Bay-Rainy River, Hon. Greg Rickford, MPP Kenora-Rainy River, Minister of Health Christine Elliott, and district municipalities.

While some areas are faced with over-worked physicians, our area is in a "crisis" position with no physicians at all. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Peggy Johnson", with a stylized flourish at the end.

Peggy Johnson, CMO
CAO/Clerk Treasurer

cc. Hon. Marcus Powlowski, MP
Hon. Greg Rickford, MPP
Rainy River District Municipalities

TOWN OF FORT FRANCESMINUTESSESSION NO. #7December 17, 2021

The meeting of Police Services Board of the Town of Fort Frances was held in the Civic Centre on December 17, 2021 from 12:28 p.m. to 1:57 p.m.

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

ALSO PRESENT: K. Haney, Board Secretary, Staff Sgt M. Leblanc, OPP retiree N. Schmidt

REGRETS: Detachment Commander N. Schmidt, Staff Sgt. Derek McLean, OPP retiree C. Spencer,

1. Call to Order/Roll Call

1.1 Election of the Chair and Vice Chair

The Board Secretary opened the floor for nominations for the position of Chair person. Councillor McTaggart was nominated and accepted the nomination. No other nominations were received.

Subsequently the Board Secretary opened the floor for nominations for the position of Vice Chair. Mayor Caul was nominated and accepted the nomination. No other nominations were received.

Rogozinski - Caul THAT the following be nominated as Town of Fort Frances Police Services Board Chairperson for the period of one year: Councillor John McTaggart

CARRIED

Hamilton - Rogozinski THAT the following be nominated at Town of Fort Frances Police Services Board Vice-Chairperson for the period of one year: Mayor June Caul

CARRIED

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

3. Approval of Agenda

3.1 Session no 7 dated December 17, 2021 - Accepted as presented.

Caul - Rogozinski THAT the Police Services Board approve the December 16, 2021 agenda as prepared.

CARRIED

4. Approval of Previous Board Minutes

4.1 Session no 6 - 10 November 2021 - Approved as presented

Rogozinski - Hamilton THAT the minutes of the Board meeting being Session No. 6 dated 10 November 2021 having been typed and distributed to members now be approved.

CARRIED

5. New Business

5.1 November PSB Meeting Package - Acting Sgt. Matt LeBlanc provided an overview of the Inspector's report for November.

5.2 Retirements Receiving Recognition:

- 1) Inspector Nathan Schmidt - Service Dates - October 1990 to April 30, 2021;
- 2) Detective Constable Caroline Spencer - Service Dates - November 1994 to June 1996

This item was moved to the end of the meeting, to accommodate the arrival of the honoree attending.

Chairman John McTaggart presented Inspector Schmidt with a plaque honoring his service. Detective Constable Spencer was unable to attend and her plaque will be presented at a later date.

6. Information - The following item was received as information

- 6.1 Funding Approved for Ontario CCTV Grant Program

7. Standing Items

- 7.1 Provincial Appointments to the Fort Frances Police Board - no updates available for this meeting.
- 7.2 Local Police Governance - no updates available for this meeting.

8. Next Meeting Date - 04 February 2022

9. In-Camera - none

10. Adjournment

- 10.1 The meeting adjourned at 1:57 p.m.

Caul-Rogozinski: THAT this meeting of the Town of Fort Frances Police Services Board be now closed.

CARRIED

Board Chair

Board Secretary

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #16

December 6, 2021

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on December 6, 2021 from 0830 hrs to 0935 hrs.

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

ALSO PRESENT: F. Anwar, CAO, K. Haney, Deputy Clerk, C. Vangel, CBO/Planner, P. Briere, By-law Enforcement Officer

- 1. **Call to Order / Roll Call**
- 2. **Disclosure of pecuniary interest and the general nature thereof**
- 3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 15 - 01 November 2021 - Accepted as presented
- 4. **Items Referred from Council**
 - 4.1 Best for Kitty Request Letter Report - Discussion held. Recommendation accepted as presented by Committee as TOFF bound by certain requirements as a licensed pound.
 - 4.2 Single Use Plastics Request Letter from Dale Fortes - Discussion Item. Dale Fortes attended meeting providing an overview of his correspondence. Committee in favor of supporting small businesses suffering Covid impacts. Consensus to extend the implementation date by six months at which time a review will be conducted. Notification via media/facebook to be conducted to provide awareness to the public. Item to be advanced to Council meeting scheduled for 13 December 2021.
- 5. **New Business - none**
- 6. **Outstanding Items - none**
- 7. **Information**
 - 7.1 November By-Law Stats Report
- 8. **In-Camera 0914 hrs - 0934 hrs**
 - 8.1 A proposed or pending acquisition or disposition of land by the municipality or local board; Land Purchase
- 9. **Adjourn @ 0935 hrs/ Next Meeting Date 04 January 2022**

Executive Committee Chair

Secretary, Planning & Development Executive
Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #46

January 4, 2022

The meeting of Community Services Executive Committee of the Town of Fort Frances was held virtually and in the Committee Room on January 4, 2022 from 8:30 a.m. to 10:34 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreation and Culture Manager

ALSO PRESENT: Faisal Anwar - CAO, Randy Thoms - B93, Merna Emera - Fort Frances Times

- 1 CALL TO ORDER/ROLL CALL (Session #46) - 8:30 a.m.**
- 2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**
- 3 APPROVAL OF PREVIOUS COMMITTEE MINUTES**
 - 3.1 November 15, 2021 minutes - Approved as presented
- 4 NEW BUSINESS**
 - 4.1 Townshend Theatre Agreement - Approved as presented
 - 4.2 Library User fees - Approved as presented
- 5 ADJOURNMENT - 10:34 a.m.**

M.Behan, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #1

January 4, 2022

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held virtually in the Civic Centre on January 4, 2022 from 12:00 p.m. to 12:23 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: F. Anwar, CAO, J. Holiday, Deputy Treasurer, K. Haney, Deputy Clerk, G. Lecuyer, Clerk

REGRETS: D. Galusha, Treasurer, T. Moffat, Fire Chief

1. **Call to Order @ 1200 hrs / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof - none**
3. **Approval of Previous Committee Minutes**
 - 3.1 Session no 17 - 07 December 2021 - Approved as presented
4. **Items Referred from Council - none**
5. **New Business**
 - 5.1 2022/01 - 2022 Temporary Borrowing to meet current expenditures - Accepted as presented
 - 5.2 2022-02 - Interim Tax Levy for 2022 - Accepted as presented
 - 5.3 2022 Ballot Questions - Committee directed this item move forward to COW. Tight timelines discussed re upcoming election year. Decision to be made by all of Council at COW meeting 10 January 2022 to move forward with question on ballot or add as information and education for new council and be dealt with in a more timely fashion.
6. **Outstanding Items - none**
7. **Information**
 - 7.1 November 2021 General, Water and Sewer Fund - Accepted as presented
8. **In-Camera - none**
9. **Adjourn @ 1223 hrs / Next Meeting Date 17 January 2022**

Executive Committee Chair

F. Anwar, CAO

Wednesday, 8 December 2021

8 a.m. at Flint House

DRAFT MINUTES – motion required to approve

Page 1 of 2

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

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

Pat Gartshore – Chair - opened the meeting at 8:07 am. ... The Agenda and minutes had been sent via email. Members were asked for any emergency agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting –10 November, 2021

Copies of the minutes from the 13 October, 2021 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pam Williams/Stacey Cridland

TO accept the minutes presented of 10 November 2021

Also to ratify all motions made on that date.

No against or abstentions

*Passed via
Zoom:
Pam Williams/
Pat Gartshore*

3. Accounts Payable & Financial Report

Motion #2 –No Quorum present – email sent out to board re payment. Passed

TO accept the total payable for December 2021 in the amount of \$1,176.56

No against or abstentions

4. New Business - Call for New Business

1. Christmas Tree

Board of Management Meeting –8 December 2021

Page 1 of 2

5. Committee Reports

Finance and Administration Committee

1. All is good.

Promotions Committee

1. No Report

Maintenance Committee

1. Non-working stars have been replaced with ones that do work. Winter baskets are now up.

Chamber of Commerce

1. Christmas card bingo has been launched. Basket draws has been launched.
2. Rapid testing continues.

Social Media

- 1 No report.

6. New Business

1. It was advised that we should be starting plans for the Market Square Christmas tree in February
In order to have things in place for next November.

7. Old Business –

1. Pam will be heading up speed limit proposal to Town with a prepared letter.

Setting of Next Board Meeting

4. Motion – Pam Williams

To close the meeting

No against or abstentions

All in agreement – Meeting Closed at 9:00 a.m.

Our next meeting date will be 12 January, 2022 Location to be determined.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE RRFDC BOARD ROOM UNLESS OTHERWISE NOTIFIED.