



TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - March 7, 2022 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

Microsoft Teams meeting

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Page

1. **Call To Order/Roll Call - Session #49**
2. **Disclosure of Conflict of Interest and the General Nature Thereof:**
3. **Approval of Previous Committee Minutes:**
4. **Items Referred from Council:**
 - 4.1 Flint House - Front Street (Marina) Food Truck & Patio Request 3 - 13
 - 4.2 CORR: Eric C. Keast re: Public Art Inquiry 14 - 22
- will be referred to the Community Services Executive Committee for a recommendation.
 - 4.3 Fort Frances Senior Centre Special Occasion permit request 23 - 25
5. **New Business: none**
6. **Information: none**
7. **In-Camera: none**
8. **Adjournment / Date of Next Meeting: TBD**

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #47

February 7, 2022

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the committee room and virtual on February 7, 2022 from 10:34 a.m. to 11:21 a.m.

PRESENT: Michael Behan - Chairman, Andrew Hallikas - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Rebecca Armit, Lifeguard Supervisor, Dawn Galusha, Treasurer, Jamie Holiday, Deputy Treasurer, Faisal Anwar, CAO

ALSO PRESENT: Jason Kabel

1 Call to Order @ 1034 hrs/Roll Call (Session #47)

2 Disclosure of Conflict of Interest and the General Nature Thereof - None

3 Approval of Previous Minutes:

3.1 January 4, 2022 - Change time noted on Call to Order to 8:30 a.m. otherwise accepted as presented.

4 NEW BUSINESS

4.1 2022 CS Budget - Accepted as presented.

4.2 Fort Frances Senior Centre Special Occasion permit request - Committee supportive of option #3.

4.3 MSC Membership Statistics from August 2021 through December 2021 - Accepted as presented.

4.4 2021/2022 MTO Gas Tax Agreement - Committee in support of recommendation.

5 Adjourn: 11:21 a.m. / Next Meeting Date: February 22, 2022 @ 10:30 p.m.

M.Behan, Executive Committee Chair

A. Bisson, Recreational and Culture Manager

**Town of Fort Frances
Administrative Report**

TO: Planning and Development Executive Committee
FROM: Cody Vangel, Chief Building Official & Municipal Planner
SUBJECT: **Flint House - Front Street (Marina) Food Truck & Patio Request**
DATE: March 7, 2022

Issue:

Consideration to allow Flint House to operate a food truck and temporary licensed (serving alcohol) patio at the Marina parking lot on Front Street

Strategic Impact:

1. Attracting new industry and attracting investment for local business development.
2. Promotion of Tourism / Destination Tourism

Options/Alternatives:

1. Enter into a licensing agreement with Flint House to operate a food truck and temporary patio (licensed) at the Sorting Gap Marina parking lot.
2. Reject request in part or whole.

Administrative Recommendation:

RECOMMENDED THAT, subject to input from the Community Services Executive Committee, the Town of Fort Frances enter into a licensing agreement with 1930709 Ontario Inc. o/a Flint House to permit a food truck and temporary licensed patio at the Sorting Gap Marina.

History:

1930709 Ontario Inc. o/a Flint House entered into a licensing agreement with the Town of Fort Frances during the summer of 2021 to operate a food truck and temporary licensed patio at the Sorting Gap Marina. The food truck was located stationary in the first parking stall to the west of the marina building, and the patio area was located on the grass between the mentioned parking stall and the marina building.

Analysis:

1930709 Ontario Inc. o/a Flint House has requested to situate a food truck and temporary licensed patio once again at the Sorting Gap Marina. In addition to the request submitted last year, Flint House will be seeking the use of three parking stalls, one of which will be used for the food truck, and the other two will be used to house a wooden patio situated at curb height covering only the area of the two stalls. Flint House will still be seeking use of the greenspace directly to the west of the marina building. The attached site plan should assist to provide a visual representation.

The sorting gap marina currently offers the following designated parking provisions:

- 43 regular parking stalls
- 2 accessible parking stalls
- 34 trailer accommodated parking stalls

- 1 accessible trailer accommodated stall

Additional parking is often provided near and along the former weigh scale access route and within the former wood yard. The removal of 3 stall does not appear that it would significantly affect parking capacities for the marina, but the committee should be aware if similar requests come forth that further consideration of occupying parking spaces will need to be reviewed on a case by case basis.

Based on the attached site plan, Flint House intends to locate the food truck on the west most parking stall of the three stalls requested, which would sit on top of a stormwater catch basin. For the sake of transparency, provision in the agreement, if approved, will be necessary to ensure that the Town has unobstructed access to this catch basin on short notice if access for maintenance purposes is deemed necessary. Additionally, verbiage should be included that either component does not obstruct drainage to said catch basin.

It should also be noted that the location of the food truck and the wooden patio component will be located overtop of approximately 3-4 ground anchors for the Fort Frances Canadian Bass Championship (FFCBC) tent. A provision in the agreement should be considered that the patio and food truck be moved in advance of the erection of the FFCBC tent (if proceeding) or as otherwise agreed to between Flint House and the FFCBC.

The proponent will be expected to comply will all laws and regulations as applicable and as indicated in the draft agreement including but not limited to the following:

- Provision of insurance
- Compliance with the Alcohol and Gaming Commission of Ontario
- Northwestern Health Unit

It will also be noted that based on the Town's 2022 user fee schedule that the fee necessary for said agreement will be \$389.30.

Lastly, it is understood that this matter has been referred to the Community Services Executive Committee where further comment, engagement and recommendation is expected in addition to the information presented.

Consultation:

Travis Rob, Operations and Facilities Manager

Patrick Briere, By-Law Enforcement Officer

Supporting Document / Financial Documents:

1. Draft licensing agreement
2. Site plan
3. Letter of request

Food Services Vehicle Agreement/License of Premises

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

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

("Licensor")

-and-

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

("Licensee"),

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

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

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

1. Term

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

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

2. Location

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

3. Payments

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

4. Use and Occupancy

Licensee shall have the right to use and occupy approximately two thousand (2000) square feet located on the west side of the Marina building ("Licensed Location"), inclusive of three parking spaces, as shown outlined in Schedule "A". Licensee shall have the right to use the Licensed Location only for the purposes of operating a Food Service Vehicle and restaurant patio and for no other purpose. Any solicitation of customers shall be done in a professional and courteous manner. The Licensee shall not operate the Food Service Vehicle or restaurant patio in any location other than the Licensed Location without first obtaining the written consent of the Licensor, which consent may be unreasonably withheld.

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

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

5. Licensee's Employees

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

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

6. Improvements, Additions, and Signs

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

temporarily cease carrying on the whole or part of the work, and the Licensee agrees to immediately cease work, provided that Licensors prescribes a time or times during which such work may be continued by the Licensee. The removal of any works after the licensing period shall be at the sole cost of the Licensee.

7. Maintenance and Repair

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

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

The Licensee shall ensure the Licensors is provided free and unobstructed access to the licensed area at moments notice to conduct any maintenance or other activities as necessary with the subject lands.

8. Services, Utilities, Accessibility, and Public Toilets

Licensee shall be solely responsible for providing all utilities and services required at the Licensed Location at its sole and absolute expense, including but not limited to electrical and water services. The Licensee may be permitted to use Marina utilities and sanitary facilities subject to the terms of the Marina lease and obtaining approval from the lease holder of the Marina building and operations. Should said approvals be denied the Licensee shall obtain accessory sanitary facilities in accordance with all applicable laws and regulations.

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

9. Insurance

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

(a) Commercial General Liability Insurance

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

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

- contractual non-owned coverage (SEF 96);
- v. Products and completed operations coverage;
- vi. Broad Form Property Damage;
- vii. Contractual Liability;
- viii. The policy shall provide 30 days prior notice of cancellation; and,
- ix. Host Liquor Liability

(b) Automobile Insurance

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

(c) Property Insurance

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

(d) Primary Coverage Insurance

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

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

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

10. Indemnification

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

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

11. Default

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

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

12. Termination

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

13. Possession Upon Termination

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

14. Damage to Premises

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

15. Assignment

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

16. Remodeling of Marina

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

17. Fort Frances Canadian Bass Championship

The Licensee shall consult with the Fort Frances Canadian Bass Championship (FFCBC) to ensure the Licensee's operation do not hinder or obstruct the operations of the FFCBC. The Licensee shall vacate the area free of the food truck and patio to ensure that the FFCBC operations and tent can commence without impact. Vacating the area shall be done at a reasonable time as agreed upon by the two parties to ensure operations of the FFCBC can proceed.

18. Security

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

19. Entire Agreement

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

20. Captions

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

21. Severability

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

22. Governing Law

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

23. Binding Effect

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

24. Notices

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

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

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

25. Force Majeure

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

[Signatures to Follow]

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

1930709 Ontario Inc.

per_____

Name:

Title:

per_____

Name:

Title:

We have the authority to bind the corporation

The Corporation of the Town of Fort Frances

per_____

Name: J. Caul,

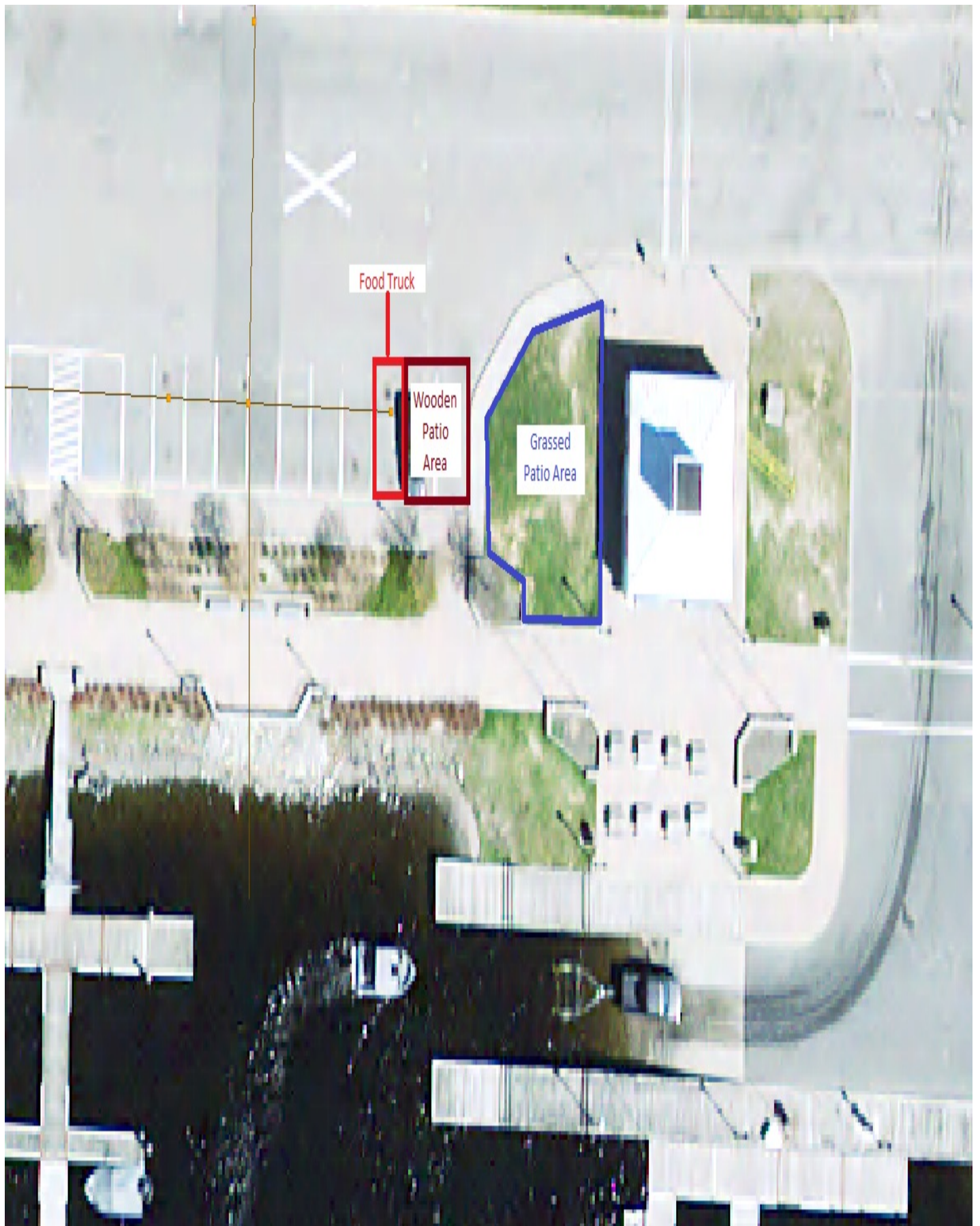
Title: Mayor

per_____

Name: G. Lecuyer,

Title: Town Clerk

We have authority to bind the Municipality



FLINT HOUSE

February 10, 2022

To Mayor and Council,

We are writing this letter requesting approval to again place the food truck and an enclosed fenced patio area on the grass to the west of Sorting Gap Marina at 1011 Front Street. The fenced patio is a requirement of AGCO to permit the sale of alcoholic beverages.

We will need picnic tables and small high tables within the patio area to make the project viable. We will also provide temporary fencing. We will require access to the public washrooms at the marina. The food truck's main source of power would be Hydro, while the appliances on the truck are powered by propane.

We understand that there are processes, bylaws, and shared services required to make this happen, which is why we are approaching council now, with the hopes of having this operational with the warmer weather approaching.



Our first year at the waterfront, was not only a learning curve, but also a great learning experience for us to discover new opportunities for our business and the community.

We look forward to working through the details of this request and another summer of possibilities for the Town of Fort Frances.

Sincerely,
Flint House

Stacey Cridland
Manager
Cell: (807)275-6957
Email: scridland@flinthouse.ca

Christine Cridland,
Catering and Special Events Coordinator
Cell: (807)276-9513
Email: ccridland@flinthouse.ca

x  x 

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

Mailing Address for All Divisions:
320 Portage Avenue
Fort Frances, ON
P9A 3P9



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

Community Service Division
Phone: (807)274-4561
Fax: (807)274-3799

Email: town@fortfrances.ca
www.fortfrances.ca

February 16, 2022

Eric C. Keast
Email contact: erickeast@gmail.com

Re: Public Art Inquiry

At their meeting of Monday, February 14, 2022, Council received your request and subsequently referred the item to the Community Services Executive Committee.

Yours very truly,

ADMINISTRATION & FINANCE DIVISION

A handwritten signature in black ink, appearing to read "Karyn Haney".

Karyn Haney, Deputy Clerk

Karyn Haney

Subject: FW: [External] Re: Public Art Inquiry

From: Eric Keast <erickeast@gmail.com>
Sent: Monday, February 28, 2022 3:20 PM
To: Karyn Haney <khaney@fortfrances.ca>
Subject: [External] Re: Public Art Inquiry

[EXTERNAL]

Mrs. Haney;

Could you please forward this clarification to Mayor and Council? I am not really looking for money, for the public stone sculpture project. If the Community Services Ex. Committee must deal with it, can anyone there write a support letter with the Town's authority?

Hello again; Mayor and Council;

I would like to clarify my previous letter, because it was a mess of different requests.

There are a few developments: My Band, AWZ, has bought a property, where I may be able to work on and install stone sculpture; I am working on a Canada Council grant application that has a mid-March deadline and I am seeking locations where I can place limestone boulders and bases, so that I can work on them, as time and travel permits. Ideally, I will be able to make a single, large purchase of stone, to save on volume and shipping, if my grant application(s) are successful. I would also like to provide an internship opportunity for local artist(s), to work in stone at each location; one or two boulders will provide hours and hours and hours of grinding fun. :)

I was hoping that your consultations will prove supportive; I am requesting a letter of support for the grant application, and look forward to consulting on themes and locations for installation of boulders that could serve a public function, such as an obstacle at some park boundary.

If the March application is approved, the grant will not be awarded until July 2022; I would then have until Autumn 2023 to finish, specific date TBD. I hope to receive other funding in March 2022, to start acquiring limestone.

Miigwich, and thanks for your consideration. Sincerely.

:Eric

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.

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

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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.

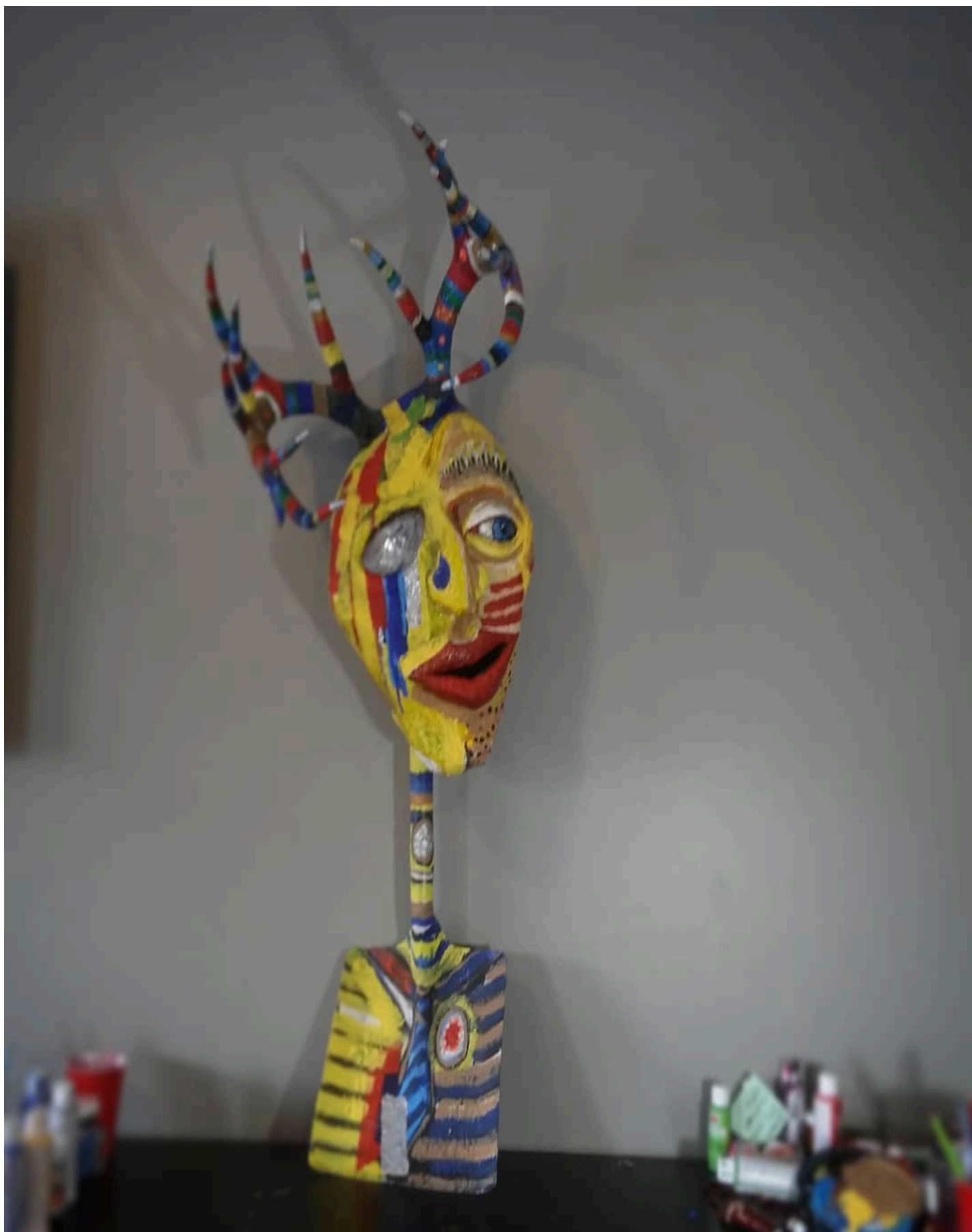
I am currently educating myself about RAS fish farming indoors, fish pond creation, wetlandscaping and farming practices, to work with local First Nations in creating art installations that could function as an anchor for other economic opportunity and Tourism in NorthWestern Ontario; addressing issues 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.

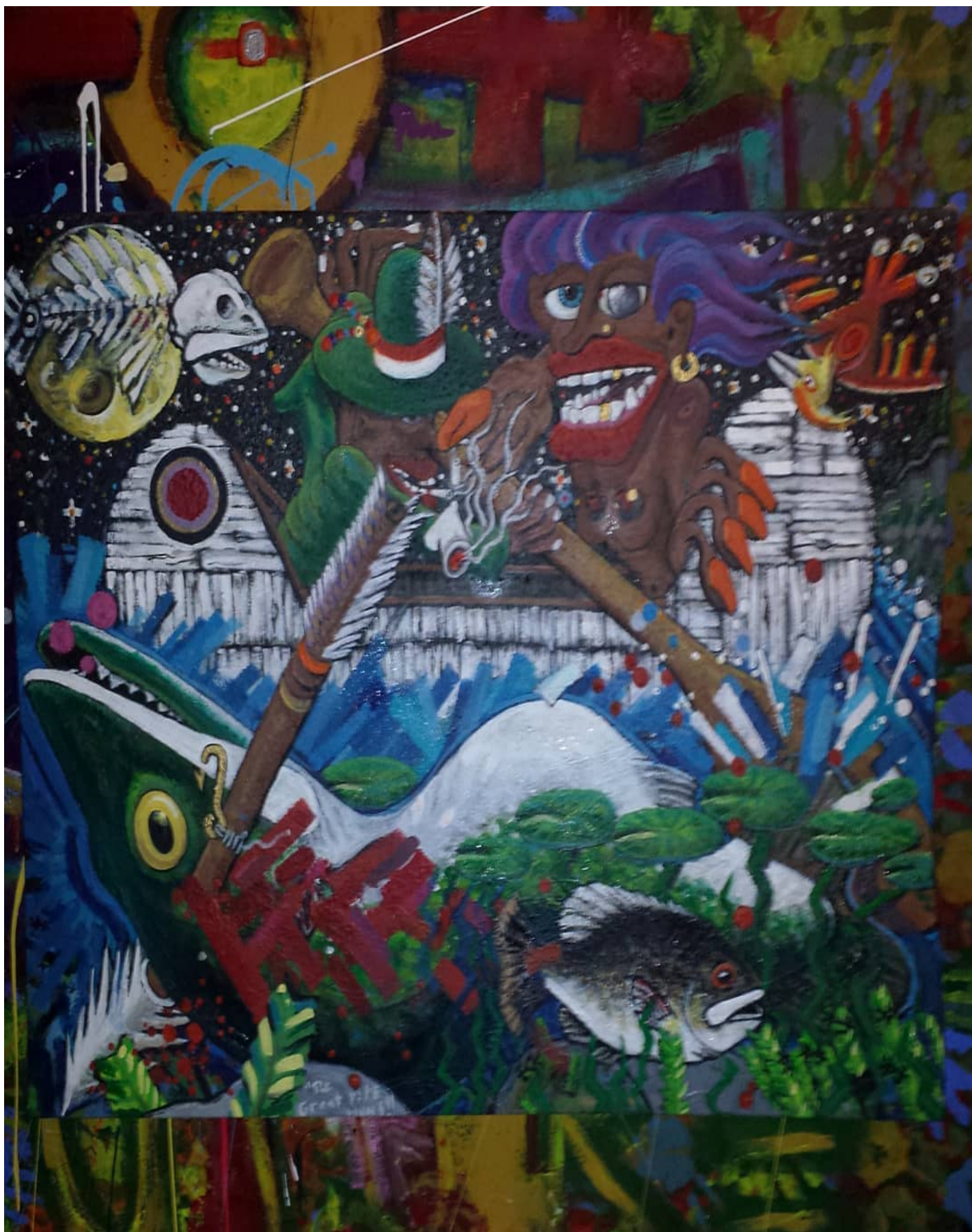
Fish and fishing occupy a large place in my imagination. I created a 6 foot papiermache Bass for the Canadian Bass Championship in Fort Frances, Ontario (Summer of 2004/5?) and have been painting quite a bunch of fishy stuff lately. A long ambition of mine is to create monumental art recognising the 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 FRANCES

COUNCIL

Session No. 084

Resolution No. 882

Moved by Mc Taggart

Dated: February 14, 2022

Seconded by Hallikas

THAT approval of this report will agree with the recommendation of the Community Services Division to approve the amendment to the Municipal Alcohol Policy by removing the Fort Frances Senior Centre from the list of Municipal Facilities not eligible for special occasions permits or alcohol consumption and adding them to the list of Municipal Facilities eligible for special occasions permit or caterer endorsement

AND FURTHER THAT Option 3 as outlined be implemented as a charge to rent the facility for the purpose of hosting an event with a Special occasion permit

Option 3) Charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen. These prices are an average of the current charge and the prices for the auditorium at 50% of the cost.

That the Fort Frances Senior Centre Special Occasion Permit request be referred back to the Board

	Yea	Nay	Disclosure of Interest
M. Behan			
W. Brunetta			
J. Caul			
A. Hallikas			
D. Judson			
J. McTaggart			
R. Wiedenhoeft			

<input checked="" type="checkbox"/>	CARRIED
<input type="checkbox"/>	DEFEATED
<u><i>June Caul</i></u> MAYOR or DEPUTY MAYOR	

February 7, 2022

Report To: Mayor and Council

From: Community Services Division

RE: Special Occasion Permit availability

The Fort Frances Seniors Board of Management has requested that the Fort Frances Senior Center be removed from the list of Municipal Facilities not Eligible for Special Occasion Permits.

The reason behind the request as noted in the letter provided by Irene Laing the Board Chair of the Fort Frances Senior Centre Board of Management is to increase the attractiveness of the Senior Centre to potential renters and thus increase the revenue realized by the Centre.

If approved this would allow the Senior Centre to rent out the facility much like the Auditorium can be rented for events with Alcohol. As with the Auditorium, a increase in the cost of booking the facility for such a purpose should be considered. It costs \$45.53 to rent the Senior Centre Currently. It costs \$216.51 to rent the auditorium and for a wedding/social including kitchen use it costs \$473.37.

Option 1) Charge \$45.53 for the facility with no change for the ability to host an event with a special occasion permit

Option 2) Charge \$216.51 for an event that does not use the kitchen facilities and \$473.37 for an event that does use the kitchen facilities. This option would have the pricing in line with the Auditorium.

Option 3) Charge \$131.02 for an event that does not use the kitchen and \$237.19 for an event that does use the kitchen. These prices are an average of the current charge and the prices for the auditorium at 50% of the cost.

Recommendation

The Community Services Division recommends to Mayor & Council to approve the removal of the Fort Frances Senior Centre from the list, thus allowing special occasion permits to be allowed to be obtained by third parties. Further to that, that option #___ be implemented as a charge to rent the facility for the purpose of hosting an event with a Special occasion permit.

Respectfully Submitted,

Community Services Division.

January 25, 2022

Community Services Executive Committee
740 Scott Street
Fort Frances, ON

Gentlemen:

At the December 13 meeting of the Sister Kennedy Board of Management a motion was passed requesting that the Town remove the Sister Kennedy Centre from the list of "Municipal Facilities not Eligible for Special Occasion Permits" and be added to the list of "Municipal Facilities Eligible for Special Occasion Permits".

It is our contention that if the facility was eligible for special occasion permits that it would be a more attractive venue to rent for events such as anniversaries or birthday parties. Thank you for your consideration of this request.

Sincerely

Irene Laing
Chair