

MEETING - Council Chambers , Civic Centre

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[+1 807-701-5975,,350596527#](#) Canada, Thunder Bay

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Page

1. COUNCIL MEETING

(Session No. 089) 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

Motion:

Recommendation: THAT the following Consent items # 5.2, 5.3, 5.4 and 5.5 be approved:

3. Approval of Council Minutes: *

3.1 Session No. 088 March 14 2022

6 - 11

Motion:

Recommendation: THAT the minutes of the Council meeting being Session No. 088 dated March 14, 2022 having been typed and distributed be approved

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 095 March 14, 2022

12 - 15

Motion:

Recommendation: THAT the report of Committee of the Whole of Council being Session No. 095 dated March 14, 2022 having been typed and distributed be approved

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

5.1 COVID-19 Vaccination Policy

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Human Resources Manager re: COVIC-19 Vaccination Policy be approved to agree with the recommendation that Council of the Town of Fort Frances approve the rescindment of the Town's COVID-19 Vaccination Policy (#5.43).

5.2 2022 Capital Budget - Purchase of Network Switches

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Information Technology Manger be approved to agree with the recommendation that Council of the Town of Fort Frances authorize the purchase of network switches from Compugen Inc. at a cost of \$160,599.64, including the Town's portion of HST

5.3 2021 Capital Financing

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Treasurer be approved to agree with the recommendation that Council approves the additional Reserve Fund allocations to fund the remaining Capital expenditures in the amount of \$174,818.03 from Reserve Funds as indicated in the report;

AND FURTHER THAT it is noted that the total reserve fund allocation is \$1,760,887.87 lower than the budgeted amount.

5.4 2022 BIA Budget

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Treasurer be approved to agree with the recommendation that Council approves the 2022 budget estimates in the amount of \$62,000, as submitted by the Fort Frances Business Improvement Association, and approves the tax rate and BIA special charge levy in the amount of \$0, as the BIA is supporting use of prior year surpluses.

5.5 2021 Contribution to Reserve Funds

Motion:

Recommendation: THAT the report dated March 28, 2022 be approved to agree with the recommendation from the Treasurer that Council approves the year-end contributions to the reserve funds as follows:

Waterworks & Sanitary Sewer	\$300,425.52 100% of Water & Sewer Surplus to Water & Sewer Reserves
Safe Restart Funding	\$14,345.34 Safe Restart Reserve Fund
Surplus estimate 2020 and 2021	\$500,000.00 Working Capital Reserve Fund

5.6 2022 Ontario Regulation 284-09 Budget Matters

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Treasurer be approved to agree with the recommendation that Council receives the Ontario Regulation 284/09- Budget Matters disclosure report as presented for the 2022 Operating Budget.

5.7 Councillor D. Judson RRDMA Per Diem

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Treasurer be approved to agree with the recommendation that Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$80.00 as submitted by Councillor Douglas Judson for attendance at the RRDMA Annual General Meeting held virtually on January 15, 2022 be approved

5.8 Councillor W Brunetta NOMA Per Diem

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Treasurer be approved to agree with the recommendation that Schedule “F” Travel Statement- Mayor/Council Honorarium per diem in the total amount of \$160.00 as submitted by Councillor Wendy Brunetta for attendance at the NOMA Strategic Planning Session and Board Meeting held virtually on February 22 and 23, 2022 be approved

5.9 Use of Corporate Resources for Election Purposes Policy

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Municipal Clerk be approved to agree with the recommendation that Council rescind the Use of Corporate Resources for Election Purposes Policy adopted by resolution Consent Item 310 (04/18) on 2018-04-23 and that a By-Law be prepared to adopt the new proposed Use of Corporate Resources for Election Purposes Policy

5.10 Procedural By-Law - Electronic Participation

Motion:

Recommendation: THAT the report dated March 28, 2022 from the Municipal Clerk be approved to agree with recommendation that Council consider and discuss how to proceed with electronic participation within its procedural by-law while addressing the needs of Council, Staff and the Public and that based on the discussion the Clerk will compile the information and bring back proposals at a later meeting

5.11 Indemnification By-Law

Motion:

Recommendation: THAT the report dated March 28, 2022 from the CAO and the Municipal Clerk re: Indemnification By-Law be approved to agree with the recommendation that Council

receive the report re: Indemnification By-Law and that Council directs Staff to bring forward an Indemnification By-Law for review and consideration

6. By-Laws:

- | | | |
|-----|---|---------|
| 6.1 | By-Law 23-22 being a by law to authorize the execution of an agreement between Integra Data Systems Corporation and the Corporation of the Town of Fort Frances | 16 - 31 |
| 6.2 | By-Law 24-22 being a by-law to approve a License Agreement between 1930709 Ontario Inc and the Corporation of the Town of Fort Frances for a food truck and temporary patio at the Sorting Gap Marina | 32 - 39 |
| 6.3 | By-Law 42-14-B being a by-law to amend by-law 42/14, being a by-law to provide for the licensing, regulating and governing of owners and drivers of automobiles and taxicabs used for hire within the Corporation of the Town of Fort Frances | 40 - 41 |
| 6.4 | By-Law 03-14-Z being a By-law to amend Zoning By-law #03/14 – 820 Fifth Street East | 42 - 70 |
| 6.5 | By-Law 25-22 being a by-law to authorize entering into an agreement with Darryl and Angela Godin with respect to the purchase of certain lands | 71 - 78 |

7. New Items:

- | | | |
|-----|--|-------------|
| 7.1 | Procurement Policy - Councillor Judson | 79 -
107 |
|-----|--|-------------|

Motion:

Recommendation: THAT Council refer the new business item submitted by Councillor Judson relating to the Procurement Policy to the Operations and Facilities Executive Committee and to Administration and Finance Executive Committee

- | | | |
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| 7.2 | Tree Canopy Policy - Councillor Judson | 108 -
112 |
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Motion:

Recommendation: THAT Council refer the new business item submitted by Councillor Judson relating to the Tree Canopy Policy to the Operations and Facilities Executive Committee and to Planning and Development Executive Committee

8. Information Correspondence:

- | | | |
|-----|---|--------------|
| 8.1 | CORR: South Frontenac Resolution Re: Dissolution of the Ontario Land Tribunal | 113 -
114 |
| 8.2 | CORR: NOMA re: NOSM Expansion Announcement | 115 -
119 |

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8.3 CORR: The City of Waterloo re: Resolution Ontario Must Build it Right the First Time	120 - 122
8.4 CORR: Port Colborne re: Year of the Garden 2022 Proclamation	123
8.5 CORR: Letter to Minister Rickford - Forest Access Roads Funding Program	124 - 127
8.6 CORR: Municipality of Mississippi Mills re: Resolution Abandoned Cemeteries	128
8.7 CORR: Municipality of Mississippi Mills re: Resolution Joint and Several Liability Reform	129 - 130
9. <u>Minutes of Local Boards / Committees:</u>	
9.1 Planning and Executive Development Committee, Minutes March 7, 2022	131 - 132
9.2 Operations and Facilities Executive Committee, Minutes March 9, 2022	133 - 134
9.3 Business Improvement Association, Minutes February 16, 2022	135 - 137
9.4 Community Services Executive Committee, Minutes, March 7, 2022	138 - 139
10. <u>In-Camera:</u>	
10.1 • Grievance Matter Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board	
10.2 • RTR / Point Park Litigation Update	
10.3 • RTR and Point Park Litigation litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and advice that is subject to solicitor-client privilege, including communications necessary for that purpose;	
11. <u>Public Session Resumes:</u>	
12. <u>Resolutions Required as a result of In-Camera discussions:</u>	
13. <u>ADJOURNMENT</u>	
13.1 The meeting adjourned at	

Motion:

THAT this meeting of the Council of the Town of Fort Frances be now closed.

14. * Previously distributed to Council

MINUTES

TOWN OF FORT FRANCES
SESSION NO. 88

March 14, 2022

The meeting of Council of the Town of Fort Frances was held virtually and in the Committee Room at the, Civic Centre on March 14, 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, T. Rob, Manager of Operations & Facilities, J. Hughes, IT Manager, A. Hansma, HR Manager, C. Vangel, Building Inspector

1. COUNCIL MEETING

(Session No. 088) to immediately follow the Committee of the Whole

1.1 Call to Order / Roll Call

Mayor Caul called the meeting to order at 6:58

1.2 Territorial Acknowledgement**1.3 Moment of Meditation****1.4 Disclosure of pecuniary interest and the general nature thereof.**

Mayor Caul declared a conflict relating the Committee of the Whole agenda item 8.1 and Regular Council agenda item 5.7. The general nature being that the report relates to her. Deputy-Mayor Hallikas will assume the chair.

2. Consent Agenda:**2.1 Items Referred from Committee of the Whole**

912 **THAT** the following Consent Items be approved:

1) Committee of the Whole Consent Items # 5.2, 5.3, ~~5.4~~, 5.5 and ~~5.6~~

5.2 THAT the report dated March 14, 2022 from Chief Building Official & Municipal Planner re: Proposed Telecommunications Tower – 238 Church Street – Request for Letter of

Concurrence will agree with the recommendation of the Planning and Development Executive Committee to approve a letter of concurrence be submitted to Canacre LTD on behalf of Bell Mobility for the proposed installation of a 35m monopole telecommunications tower at 238 Church Street.

5.3 THAT the report dated March 14, 2022 from the Manager of Operations and Facilities re: Flint House - Front Street (Marina) Food Truck & Patio Request will agree with the recommendation from the Planning and Development Executive Committee that 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

5.5 THAT the report dated March 9, 2022 from the Manager of Operations and Facilities re: Award of Tender 22-OF-02 – Three (3) Year Equipment/Vehicle Rental will agree with the recommendation of the Operations and Facilities Executive

Committee to approve the hourly rental rates for Construction Equipment and Vehicles for a three (3) year period until March 15, 2025 as tendered.

2) Council Consent Items # 2.2 and 2.3

2.2 THAT the communication received from the Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF) relating to an extension agreement for deposit of waste from Mine Centre Transfer Station be referred to the Operations and Facilities Executive Committee

2.3 THAT the communication received from North Air relating to Taxi rates be referred to the Planning & Development Executive Committee

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	John McTaggart

2.2 Ministry of Northern Development, Mines, Natural Resources and Forestry (MNDMNRF), Request to extend an agreement for deposit of waste from Mine Centre Transfer Station

2.3 North Air Re: Taxi Rates

3. Approval of Council Minutes: *

3.1 Session No. 086 February 28, 2022
Session No. 087 March 7, 2022

913 **THAT** the minutes of the Council meeting being Session No. 086 dated February 28, 2022 (as amended) and Session No. 087 dated March 7, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Seconder:	Andrew Hallikas

4. Approval of Committee of the Whole Minutes: *

4.1 Session No. 093 February 28, 2022
Session No. 094 March 7, 2022

914 **THAT** the report of Committee of the Whole of Council being Session No. 093 dated February 28, 2022 and Session No. 094 dated March 7, 2022 having been typed and distributed be approved

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconder:	Wendy Brunetta

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

5.1 Geoff Gillon, Executive Director, Rainy River Future Development Corporation

915 **THAT** the Deputation received from Geoff Gillon, Executive Director, Rainy River Future Development Corporation be received with appreciation

CARRIED

Result:	CARRIED
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Mover:	Douglas Judson
Second:	Wendy Brunetta

5.2 Christina Zardo - Manager, Municipal Solutions, Residential in-home food waste diversion pilot program

- 916 **THAT** the deputation received from Christina Zardo, Manager, Municipal Solutions regarding residential in-home food waste diversion pilot program be received with appreciation
AND THAT the information be referred to the Operations and Facilities Executive Committee

CARRIED

Result:	CARRIED
Mover:	Rick Wiedenhoeft
Second:	Andrew Hallikas

5.3 CORR: Eric C. Keast re: Public Art Inquiry

- 917 Recorded vote called by Councillor Judson
THAT on the recommendation of the Community Services Executive Committee that Council hereby approve a letter of support to Mr. Eric C. Keast relating to this Public Art Inquiry

DEFEATED.

Result:	DEFEATED.
Mover:	Michael Behan
Second:	Rick Wiedenhoeft
Ayes:	Douglas Judson
Nays:	Michael Behan, Rick Wiedenhoeft, Wendy Brunetta, June Caul, Andrew Hallikas, and John McTaggart

5.4 2021 Drinking Water System Annual Report - Schedule 22

- 918 **THAT** the report dated March 9, 2022 from the Manager of Operations and Facilities re: 2021 Drinking Water System Annual Report – Schedule 22 will agree with the recommendation from the Operations and Facilities Executive Committee:
1.**THAT** Council accepts the 2021 Schedule 22 Annual Summary Report
2.**THAT** the 2021/2022 MOE “Unannounced Focused” Inspection Report of the Town’s water system be reviewed and accepted by Council.
3.**THAT** the staff of the drinking water system be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town’s water system receive outstanding water.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Douglas Judson

5.5 Agreement with Datafix

- 919 **THAT** approval of this report will agree with the recommendation from the Municipal Clerk / Returning Officer to enter into an agreement with DataFix and that a By-Law be enacted to authorize the Mayor and Clerk to sign the agreement on behalf of the Corporation.

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Second:	Andrew Hallikas

5.6 Purchase of Recording Servers

920 **THAT** Council of the Town of Fort Frances authorize the purchase of recording servers from Dell Technologies at a cost of \$93,412.20, including the Town’s portion of HST

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Rick Wiedenhoeft

5.7 Standard Operating Procedure: Mandatory Use of Mask or Face Covering with The Corporation of the Town of Fort Frances.

921 **THAT** Council receive the report submitted from the Manager of Human Resources relating to Standard Operating Procedure: Mandatory Use of Mask of Face Covering with the Corporation of the Town of Fort Frances as information

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Second:	Andrew Hallikas

5.8 Request to Operate the Point Park Canteen

922 **THAT** Council receive the report from the Manager of Operations and Facilities regarding the request to Operate the Point Park Canteen as information
AND THAT the O&F Committee consider other options for the 2022 season as amended

CARRIED

Result:	CARRIED
Mover:	Douglas Judson
Second:	Michael Behan

5.9 Mayor Caul declared a conflict on agenda item 5.9. Deputy-Mayor Hallikas assumes the chair
Paul S. Heayn, Closed Meeting Investigator re: Report of Investigation for the Closed Meeting of January 10, 2022

923 Recorded vote called by Councillor Judson
THAT the report from Paul S. Heayn, Closed Meeting Investigator for the Town of Fort Frances dated March 9, 2022 relating to a Closed Meeting Investigation for the Closed Meeting of Council held on January 10, 2022 be received as information
AND THAT in accordance with the Municipal Act that the report be made public as attached hereto and forming part of this resolution

CARRIED.

Result:	CARRIED.
Mover:	Wendy Brunetta
Second:	Rick Wiedenhoeft
Ayes:	Wendy Brunetta, Michael Behan, Andrew Hallikas, John McTaggart, and Rick Wiedenhoeft
Nays:	Douglas Judson
COI:	June Caul

6. **By-Laws:**

6.1 Mayor Caul assumes the Chair.
By-Laws enacted

924 **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:

- By-Law 18-22 being by law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a “Lame Duck” Period

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- By-Law 19-22 being a By-Law to authorize the execution of an Agreement between the Ministry of Natural Resources and Forestry and the Corporation of the Town of Fort Frances re: (Forest Fire Management)
- By-Law 20-22 being a by law to approve a Transfer payment Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Norther Development, Mines, Natural Resources and Forestry and The Corporation of the Town of Fort Frances (TP Agreement - 2022-01-1-1664986104 1 – Mowat Avenue Reconstruction
- By-Law 21-22, being a by law to authorize the execution of an agreement between Perimeter Airlines C/O EIC Shared Services and the Corporation of the Town of Fort Frances (Bearskin Airlines Lease Renewal)
- By-Law 22-22 Being a by-law to authorize the execution of an agreement between Comprint Systems Incorporated (DataFix) and the Corporation of the Town of Fort Frances re: (Voter List Management System)

CARRIED

Result:	CARRIED
Mover:	Michael Behan
Seconders:	Wendy Brunetta

7. New Items:

- 7.1 Removing Barriers to Participation on Council - Councillor Judson
Motion failed due to lack of a second.

Councillor Judson vacated the Chambers at 7:44 p.m.

8. Information Correspondence:

All correspondence was received as information.

- 8.1 CORR: Town of South Bruce Peninsula re: Municipal Accommodation Tax and Crown Campgrounds
- 8.2 CORR: Northwestern Health Unit re: Impact of Covid-19 on Public Health Services
- 8.3 CORR: NOMA Board Meeting Summary Report for February 23, 2022
- 8.4 CORR: NOMA re: Northern Ontario Transportation Task Force (NOTTF)
- 8.5 CORR: NOMA re: Firefighter Certification
- 8.6 CORR: Town of Aurora Resolution: Request to Dissolve the Ontario Land Tribunal (OLT)

9. Minutes of Local Boards / Committees:

The following items were received.

- 9.1 Planning and Development Executive Committee - Session no 18 - 22 Feb 2022 - Accepted as presented.
- 9.2 Community Services Executive Committee Meeting Minutes February 7, 2022
- 9.3 Minutes from the previous meeting on February 23, 2022 - the minutes from the previous meeting were approved as circulated.
- 9.4 Sister Kennedy Centre Meeting Minutes February 8, 2022

10. In-Camera - None

11. Page 6 of 6
Public Session Resumes: N/A

12. Resolutions Required as a result of In-Camera discussions: None

13. ADJOURNMENT

13.1 The meeting adjourned at 7:45 p.m.

925 THAT this meeting of the Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Seconder:	Michael Behan

14. * Previously distributed to Council



SESSION NO. #095

TOWN OF FORT FRANCES
COMMITTEE OF THE
WHOLE

REPORT March 14, 2022

A meeting of the Committee of the Whole of Council was held was held virtually and in the Committee Room at the, Civic Centre on March 14, 2022

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

ALSO PRESENT: F. Anwar, CAO, G. Lecuyer, Clerk, K. Haney, Deputy Clerk, D. Galusha, Treasurer, T. Rob, Manager of Operations & Facilities, J. Hughes, IT Manager, A. Hansma, HR Manager, C. Vangel, Building Inspector

1. Call to Order/Roll Call

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

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

2.1 Mayor Caul declared a conflict relating to agenda item 8.1 being the report from the Closed Meeting Investigator that was related to her.

3. Delegations/Deputations:

3.1 Geoff Gillon, Executive Director, Rainy River Future Development Corporation
 Also in attendance is Gord Armstrong from RRFDC. Mr. Gillon presented Council with the annual presentation from RRFDC. Council members were provided an opportunity for questions and or comments. Mayor Caul called a point of order stating the matter is off topic and not part of the presentation. Chair Judson ruled that the point of order was not well received and that it was not off topic. Mayor Caul appeals the ruling to Council to rule on the point of order that the matter is off topic and not part of the presentation. Council by show of hands agreed that the point of order is well taken and that the subject matter is off topic. The following proposed motion will be considered by Council at the Regular Council Meeting scheduled later this evening.

Recommendation: THAT the Deputation received from Geoff Gillon, Executive Director, Rainy River Future Development Corporation be received with appreciation

3.2 Christina Zardo - Manager, Municipal Solutions, Residential in-home food waste diversion pilot program
 Council received a presentation relating to Foodcycler a waste management solution. The following proposed motion will be considered by Council at the Regular Council Meeting scheduled later this evening.

Recommendation: THAT the deputation received from Christina Zardo, Manager, Municipal Solutions regarding residential in-home food waste diversion pilot program be received with appreciation
 AND THAT the information be referred to the Operations and Facilities Executive Committee

4. Council Reports on Board & Committee Activity:

4.1 **Mayor Caul** - Verbal Update and raised concerns with respect to the Ukraine, invasion, provided appreciation to the local firefighters relating to the landfill fire, congratulated new Band Council following their election. Attended a meeting with other Border Mayors relating to the COVID mandates. Wished the teacher and students a good March break and recommended to stay vigilant with the lifting of the Mask mandate.

Councillor McTaggart - Verbal Update relating to the Senior Centre.

Councillor Judson - Verbal Update relating to his opinion relating to the Economic Development Executive Committee re: forest management information. Mayor Caul called a point of order stating that it is not a report on Boards and Committees. Chair Judson ruled that the point of order was not well received and noted that it was relevant to Boards and Committees. Mayor Caul appealed the ruling to Council, to rule on the point of order that it is not a report on Boards and Committees. Council by show of hands agreed that the point of order is well taken and that report was not a report on Boards and Committees.

Councillor Wiedenhoeft - Did not provide a report.

5. Consent Agenda:

5.1 Consent Resolution

216 **Recommendation:** THAT the matters listed on the Consent Agenda be referred to the Consent Agenda for the Regular Meeting of Council later tonight for approval being items # 5.2, 5.3, ~~5.4~~, 5.5 and ~~5.6~~

CARRIED

Result:	CARRIED
Mover:	Wendy Brunetta
Seconder:	Andrew Hallikas

5.2 Proposed Telecommunications Tower - 238 Church Street - Request for Letter of Concurrence - Temporary installation required on same parcel of land to maintain service between tower becoming operational. Policy may be looked at going forward to ensure consistency. Recommendation back to Council to issue letter of concurrence.

Recommendation: approval of this report will agree with the recommendation of the Planning and Development Executive Committee to approve a letter of concurrence be submitted to Canacre LTD on behalf of Bell Mobility for the proposed installation of a 35m monopole telecommunications tower at 238 Church Street.

5.3 Flint House - Front Street (Marina) Food Truck & Patio Request - Pending further feedback from CSEC, Committee is prepared to advance to Council meeting of 14 March 2022.

Recommendation: approval of this report will agree with the recommendation from the Planning and Development Executive Committee that 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.

5.4 CORR: Eric C. Keast re: Public Art Inquiry
-will be referred to the Community Services Executive Committee for a recommendation.
This item was pulled from the consent agenda. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

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Recommendation: That on the recommendation of the Community Services Executive Committee that Council hereby approve a letter of support to Mr. Eric C. Keast relating to this Public Art Inquiry

5.5 Award of Tender 22-OF-02 - Three (3) Year Equipment/Vehicle Rental

Recommendation: approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to approve the hourly rental rates for Construction Equipment and Vehicles for a three (3) year period until March 15, 2025 as tendered.

5.6 2021 Drinking Water System Annual Report - Schedule 22

This item was pulled from the consent agenda. The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: approval of this report will agree with the recommendation from the Operations and Facilities Executive Committee:

1. THAT Council accepts the 2021 Schedule 22 Annual Summary Report
2. THAT the 2021/2022 MOE "Unannounced Focused" Inspection Report of the Town's water system be reviewed and accepted by Council.
3. THAT the staff of the drinking water system be acknowledged for all their effort and hard work to ensure that all consumers connected to the Town's water system receive outstanding water.

6. Administration and Finance Division:

6.1 Agreement with Datafix

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: THAT approval of this report will agree with the recommendation from the Municipal Clerk / Returning Officer to enter into an agreement with DataFix and that a By-Law be enacted to authorize the Mayor and Clerk to sign the agreement on behalf of the Corporation.

6.2 Purchase of Recording Servers

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: THAT Council of the Town of Fort Frances authorize the purchase of recording servers from Dell Technologies at a cost of \$93,412.20, including the Town's portion of HST

6.3 Standard Operating Procedure: Mandatory Use of Mask or Face Covering with The Corporation of the Town of Fort Frances.

The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: THAT Council receive the report submitted from the Manager of Human Resources relating to Standard Operating Procedure: Mandatory Use of Mask or Face Covering with the Corporation of the Town of Fort Frances as information

7. **Operations and Facilities Division:**

- 7.1 Request to Operate the Point Park Canteen
The motion as amended will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: That Council receive the report from the Manager of Operations and Facilities regarding the request to Operate the Point Park Canteen as information and that the O&F Committee consider other option's for the 2022 season as amended

8. **General:**

- 8.1 Mayor Caul declared a conflict with respect to agenda item 8.1 being that the report involved her and vacated the room.
Paul S. Heayn, Closed Meeting Investigator re: Report of Investigation for the Closed Meeting of January 10, 2022
The motion will be presented for Council's consideration at the Regular Council Meeting following this session.

Recommendation: THAT the report from Paul S. Heayn, Closed Meeting Investigator for the Town of Fort Frances dated March 9, 2022 relating to a Closed Meeting Investigation for the Closed Meeting of Council held on January 10, 2022 be received as information
AND THAT in accordance with the Municipal Act that the report be made public as attached hereto and forming part of this resolution

9. **Information:**

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

PDEC Report - February By-Law Stats - Approved as presented
- 9.2 2022 Tonnage at the Landfill Site
- 9.3 January and February 2022 Complaint Register

10. **ADJOURNMENT**

- 10.1 The meeting adjourned at 6:56 p.m.
- 217 **Recommendation:** THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed.

CARRIED

Result:	CARRIED
Mover:	John McTaggart
Second:	Michael Behan

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

(Being a by law to authorize the execution of an agreement between Integra Data Systems Corporation 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 February 28, 2022 Council received a report from the Information Technology Manager per the recommendation of the Administration and Finance Executive Committee to enter into an agreement with Integra Data Systems for the supply of Firewalls and other required accessories.

AND WHEREAS The Council of the Corporation of the Town of Fort Frances deems it advisable to enter into an Agreement with Integra Data Systems Corporation.

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 28th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **Software Defined Wide Area Network** as outlined in **Request for Proposals #2017-282** is effective as of the **10 day of February, 2022**

BETWEEN:

Town of Fort Frances
(the "Client")

- and -

Integra Data Systems Corporation
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with Ontario Education Collaborative Marketplace referred to as **OECM-2017-282-07** for the provision of Resources;

AND WHEREAS the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

NOW THEREFORE in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

"**Rates**" means the applicable price for the Resources, as defined in the Master Agreement;

"**Term**" means the period of time from the effective date first above written up to and including the later of:

- (a) **August 31, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OECM-2017-282-07.

2.2 All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SERVICE AGREEMENT

3.1 The Supplier's representative for purposes of this CSA shall be:
Robert Potts, Business Development, T. 416-491-3900, E. potts@integradata.com

3.2 The Client representative for purposes of this CSA shall be:
Jeremy Hughes, Information Technology Manager, T. 807-271-2409, E. jhughes@fortfrances.ca

3.3 The OECM representative for purposes of this CSA shall be:
Agnes Tijet, Senior Supplier Relationship Manager, P: 416-996-1829 E: agnes.tijet@oecm.ca

ARTICLE 4 - TERM OF CSA

- 4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the “**Term**”). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier’s Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out **in Appendix B - Rates of this CSA**.
- 6.2** The Client will pay the Supplier by way of **electronic funds transfer**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier’s insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

ARTICLE 8 - NOTICES

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
 - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 – TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Client

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination.

9.3 Supplier's Obligations on Termination

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.4 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.5 Termination in Addition to Other Rights

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

9.6 Survival upon Termination

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

ARTICLE 10 – PUBLICITY

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or

publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES

11.1 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

11.2 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them.

11.3 Independent Contractor

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

11.4 Subcontracting or Assignment

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 – GENERAL

12.1 Severability

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15)

Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

12.4 Section 217 Education Act et. al.

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

12.5 Criminal Records Check

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act* and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OEM and the Client should the third party provider be changed to another provider.

12.6 Purchasing Policies and Guidelines

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

12.7 Harassment and Assault

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

IN WITNESS WHEREOF the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

Town of Fort Frances

Authorized Signature

Name

Title

Contact Phone

Email

Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OEMC, which may include announcements related to changes in products, services and pricing on this and other Agreements.

INTEGRA DATA SYSTEMS



Authorized Signature

Robert Potts
Name

Business Development Manager
Title

416-491-3900
Contact Phone

info@integradata.com
Email

Feb. 10, 2022
Date

I have authority to bind the Supplier.

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1. Description of Resources

The Supplier shall provide new, quality, cost effective Software Defined Wide Area Network ("SD-WAN") Resources, including but not limited to the following Resources on an as-and-when-required basis to support Clients:

- Appliance Resources; and
- Service Resources.

The Original Equipment Manufacturer ("OEM") available from this Agreement is Fortinet.

2. Appliance Resources

The Supplier shall provide SD-WAN hardware appliances (i.e., physical appliances) and/or virtual appliances and related Resources to Clients including but not limited to the following:

- Physical and virtual appliance Resources;
 - SD-WAN appliances;
 - Security appliances;
 - Integrated SD-WAN appliances;
- Related accessories (e.g., small form-factor pluggable ("SFP") interfaces, redundant power supplies) and other related Resources; and
- Related licence Resources.

Regardless of when Client purchases Resources during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

The Supplier shall register appliance Resources for appliance licensing upon delivery with the OEM at no additional cost.

The Supplier shall also provide any software that is required for the appliance Resources to function, if applicable.

All hardware Resources are to contain only new parts, must not be refurbished, previously used, or remanufactured. The Supplier shall also ensure all Resources are in good operating condition prior to delivery to Clients.

3. Service Resources

The Supplier shall provide the following service Resources to Clients on an as-and-when-required basis:

- Appliance support;
- Maintenance;
- Warranty;
- Parts and repair;
- Software licensing and management;
- Implementation; and
- Training.

During the Term of the Agreement, if mutually agreed upon by OEM and the Supplier, other SD-WAN service Resources may be added to the Agreement to align with Client needs. Agreements will be amended accordingly, if necessary.

3.1 Appliance Support Resources

The Supplier shall provide a minimum of two (2) year appliance support Resource that include the following:

- Appliance service;
- Appliance maintenance; and
- Appliance warranty.

Clients may purchase optional appliance support Resources for additional years during the Term.

3.1.1 Appliance Service Resources

The Supplier shall provide the following appliance service Resources to support Clients at a minimum:

- Registration of Client appliance Resources for warranty;
- Manage OEM warranty coverage upon delivery; and
- Provision of next Business Day appliance Resources replacement for Clients in Central, East and west Zones with the exception of Clients in North East and North West Zones who will need a two (2) Business Day delivery for next Business Day appliance Resources replacement;
- Provision of four (4) hour within same day appliance Resources replacement, as requested.

Refer to Appendices D and E for Geographical Zones.

3.1.2 Appliance Maintenance Resources

The Supplier shall provide appliance maintenance Resources which include the following at a minimum:

- Firmware updates and patch management; and
- Software updates and patch management.

3.1.3 Appliance Warranty Resources

3.1.3.1 Standard OEM Warranty

The Supplier shall provide standard OEM warranty to Clients.

3.1.3.2 Optional Extended Warranty Coverage

The Supplier shall, upon the Client's request, provide optional extended warranty at the time of quotation and/or before the expiry of standard OEM warranty. The terms and conditions of the optional extended warranty should be equal to or better than the standard OEM warranty.

3.2 Appliance Technical Support Resources

The Supplier shall provide remote technical support service Resources to Clients with the following at a minimum:

- Technical support including Level 3 (i.e., appliance Resource level) support;
- Standard business hours (i.e., 8am to 5pm, Monday to Friday) technical support; and
- Optional twenty-four hours a day, seven days a week (24/7) technical support.

The Supplier will provide a proprietary online service request system for Clients with a support contract. Tickets will be created through the online service request system and responded according to the established SLAs. Clients may escalate their tickets online, by phone or by email.

In addition, Clients have the option to interact with the OEM's technical assistance centre through a ticketing system, online ticket, phone and live chat.

3.3 Parts and Repairs Service Resources

For applicable out-of-warranty Resources, the Supplier shall provide parts and repair service Resources. Labour Rates are as set out in Appendix B - Rates.

Where applicable, service Resources such as post warranty repairs shall be warranted for a minimum of one (1) year from the date of service Resource completion.

3.4 Software Licensing and Management

The Supplier shall provide the following software licensing and management service Resources to meet Client needs at a minimum:

- Software (e.g., content management, filtering) and related licences for the appliance Resources, all software related patch management and updates shall be free of charge to Clients; and
- Software inventory report that includes the following information at a minimum:
 - Title of the software, Client version and latest version numbers;
 - Licence effective and expiry date;
 - Associated appliance serial number, if applicable; and
 - Manufacturer's part number and location (i.e., name of the school) of the appliance.

Regardless of when Client purchases Resources at different times during the Term, the Supplier shall ensure licences for all Resources co-terminate at the same time and shall prorate the licensing costs appropriately.

3.5 Implementation Service Resources

The Supplier shall provide implementation service Resources to Client upon request, and shall include the following at a minimum:

- Configuration, before or after delivery of appliance Resources, as requested;
- Fully enable the appliance Resources within Client's environment with the inclusion of broadband connection;
- Resource rollout;
- Testing during and/or after implementation; and
- Training and knowledge transfer to Client.

No additional travel cost will be paid by Clients for any implementation.

Additional implementation service Resources may be mutually agreed upon between the Supplier and Client, details to be listed in the CSA.

3.6 Training Service Resources

The Supplier shall provide Clients with the following training service Resources, as requested:

- Appliance Resource training;
- Related software training;
- Implementation training; and/or
- Other related training, as requested.

The Supplier may provide the training service Resources in person and/or remotely via internet with supporting materials and/or videos.

3.7 Optional Service Resource

The Supplier provides cyber threat assessments to Clients free of charge.

4. Dead-on-Arrival Resources

The Supplier shall provide Resource exchange for any dead-on-arrival ("DOA") Resources that do not work at first start-up.

The Supplier shall deliver the replacement Resource to the Client's location, within five (5) Business Days of notification by the Client at no extra charge to the Client.

5. Demo Appliance Resources

The Supplier shall provide appliance Resources to Clients for demonstration and/or testing at the Client's location and environment for up to sixty (60) days, at no charge to the Client (including no charge for delivery, installation, removal or return). Demo and/or testing may include technical/functional compliance testing and suitability for purpose. Demo appliances shall be in good operation.

The Supplier may offer an additional discount-off the purchase price of the demo/tested appliance Resources should the Client decide to purchase.

6. Appliance Resources Recalls

The Supplier will be responsible for managing OEM appliance Resources and or component recalls and informing the Clients and OEM in a timely manner.

7. Discontinued Appliance Resources

The Supplier shall not arbitrarily discontinue an appliance Resource, unless it is deemed to be at an end-of-life cycle by the OEM. When discontinuing an appliance Resource, the Supplier shall provide a written notice to OEM and the affected Client within ten (10) days of receiving an official notice from the OEM.

Further, the Supplier shall ensure that in the event a proposed appliance Resource becomes unavailable and a replacement is proposed, the replacement appliance Resource shall have equal or greater functional capabilities/specifications than those of the retiring hardware.

8. Technology Refresh

During the Term, new Resources may be available as a result of technology advancement, the Supplier shall keep Clients and OEM informed and make these Resources available to Clients.

9. Appliance Upgrade

During the Term, Clients shall have the option to upgrade from one (1) appliance Resource to a better or newer appliance Resource, regardless if the appliance Resource is hardware or virtual appliance.

10. Order Management

The Supplier shall support a variety of ordering methods, including but not limited to:

- Electronic Commerce;
- Electronic Data Interchange ("EDI");
- Electronic mail ("Email");
- Facsimile ("Fax");
- Telephone; and,
- Online ordering with a secure and dedicated login for Resources established under the Agreement.

10.1 Electronic Commerce

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

10.2 No Minimum Order

There is no minimum order value or quantity requirement for OEM Clients using the resulting Agreement.

10.3 Hardware Appliance Delivery

The Supplier shall deliver orders with correct appliance Resources and quantities Delivery Duty Paid ("DDP") to Client's locations (e.g. administrative offices, individual schools).

Clients require various types of delivery from end user to central delivery locations; Clients may have more than one (1) delivery location within one (1) delivery address. Delivery charges of any kind will not be accepted or paid.

Resources shall be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, devices and quantities ordered and shipped, back orders, if any).

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

10.4 Lead-Time

The maximum lead-time for any appliance Resource delivery is ten (10) Business Days from the date of order confirmation to Client.

10.5 Returns

The Supplier shall accept all appliance Resources returned by the Client that were not used and were ordered incorrectly under the Agreement within thirty (30) days from delivery date, at no charge (e.g. restocking or shipping fee) to the Client.

11. Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel led by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;

- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;

- A dedicated project manager for implementation;

- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, chat and fax) during Client's Business hours (i.e., Eastern Standard Time);

- Promote the use of technology to facilitate excellent customer experience;

- Knowledge transfer, and no-charge educational events (e.g. webinars);

- Attend meetings with Clients, as requested;

- Provide reports and or access to online reports, upon request; and

- Co-ordinated bulk purchases - OEMC and or Clients may co-ordinate bulk Resource purchases for several Clients at one (1) time during the Term of the Agreement. If this occurs, OEMC or the Client may negotiate a lower Rate with the Supplier for bulk purchases. Lead-time for bulk purchases may differ from that set out in Section 10.4, and may be mutually agreed upon between the parties.

11.1 Customer Satisfaction

Understanding that each Client is different, the Supplier will perform customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources. The survey should be focused on, but not limited to the following:

- Customer support;

- Quality of Resources;

- Issue resolution processing;

- Price competitiveness;

Invoice discrepancies;
 Delivery lead times;
 Response time; and,
 Performance (i.e. the Supplier meeting performance scorecard requirements).

The survey content, frequency and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop and distribute surveys to collect Client feedback, as mutually agreed upon by the Supplier and Client. Results shall be shared with OEMC on a regular basis.

Clients may require other reporting. The details of other Client reporting requirements will be listed in the CSA.

12. Agreement Management Support to OEMC

OEMC will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

Assigning an OEMC account executive responsible for overseeing all aspects of the Client relationship and issues, providing OEMC support of the Master Agreement;

Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;

Promoting the Agreement within the Client community;

Attending quarterly business review meetings with OEMC to review:

- The previous quarter's Service Level Agreement ("SLA");
- CSAs and upcoming opportunities will be identified to OEMC (active and those pending) ;
- Deliverables and potentially other related appliances and service Resources to support Client's business requirements;
- Discussion of possible enhancements to SLAs;
- Establishing and monitoring service improvement plans;
- Issue management and opportunities for improvement;
- Review industry trends, new technology/innovation;
- Review of the service delivery processes;
- Review the status of outstanding problems/complaints, if any;
- Review and monitor performance management compliance; and
- Cost reduction ideas.

Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);

Monitoring, managing and reporting pricing, savings and customer satisfaction; and,

Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports as required.

13. Performance Management

During the quarterly business review, OEMC will review the KPIs with the Supplier. Refer to Appendix C-Supplier Performance Management Scorecard for further details.

14. Savings Calculation

OEMC tracks, validates, and reports on savings on all its agreements. Once OEMC receives the Clients' approval, the Supplier shall provide OEMC with Clients' historical spend (e.g. baseline information) prior to the current agreement if applicable.

APPENDIX B – RATES

Applicable rates attached as Appendix B.

APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

The Client expects that the Supplier will adhere to the following Client Administrative Procedures while under contract with the Client.

Administrative Procedure 140 – Code of Conduct

Administrative Procedure 170 – Smoking

Administrative Procedure 190 – Accessibility – Customer Service Standards

Administrative Procedure 411 – Drugs and Alcohol

Administrative Procedure 515 – Purchasing and Tendering. Specifically the Supply Chain Code of Ethics

[End of Client-Supplier Agreement]

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

(Being a by-law to approve a License Agreement between 1930709 Ontario Inc and the Corporation of the Town of Fort Frances for a food truck and temporary patio at the Sorting Gap Marina)

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 March 14, 2022 Council approved a report from the Chief Building Official & Municipal Planner, to enter into a License Agreement with 1930709 Ontario Inc. to allow a food truck and temporary patio 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 License Agreement 1930709 Ontario Inc.

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

1. **THAT** the Licensing Agreement with 1930709 Ontario Inc. in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. **THAT** this By-law shall come into force and take effect upon the final passing thereof.

Enacted and passed this 28th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk

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 Licenser 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. Licenser 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 Licenser to undertake such maintenance on behalf of the Licensee. Licenser 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 Licenser'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 Licenser at its sole and absolute discretion. The Licensee shall be solely responsible for waste removal on the Licensed Location.

The Licensee shall ensure the Licenser 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 Licenser, 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 Licenser 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

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. 42/14 – B

(Being a by-law to amend by-law 42/14, being a by-law to provide for the licensing, regulating and governing of owners and drivers of automobiles and taxicabs used for hire within the Corporation of the Town of Fort Frances).

WHEREAS the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

AND WHEREAS on March 28th, 2022, Council approved a report from the Planning & Development Executive Committee recommending an amendment to the Taxi By-Law regarding an increase in Taxi Tariff Rates.

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

TOWN OF FORT FRANCES BY-LAW NO. 42/14

Schedule ‘A’ amended as follows:

Taxi Meter Rates

1. Four Dollars and Seventy-Five Cents (\$4.75) for the first .25 kilometers or part thereof;
2. Three Dollars and Seventy-Five Cents (\$3.75) for each kilometer thereafter;
3. For waiting time, the charge shall be at the rate of Sixty (\$60.00) Dollars per hour.
4. For any deliveries, the charge will be the meter rate with a minimum of Three Dollars and Fifty Cents (\$3.50) for each delivery.

The foregoing rates are inclusive of the Harmonized Sales Tax (HST).

Limousine Tariff Rates

1. Group Transportation – Reservations Only
- \$50.00 Per Hour
2. Stretch Limousine – Group Transportation – Reservations Only.
- Maximum Per Hour \$100.00

The foregoing rates are inclusive of the Harmonized Sales Tax (HST).

Enacted and **passed** this 28th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. 03/14 - Z

(Being a By-law to amend Zoning By-law #03/14 – 820 Fifth Street East)

WHEREAS by its Orders dated January 25, 2022 and March 11, 2022 the Ontario Land Tribunal approved amendments to Zoning By-law No. 03/14 as hereinafter provided;

AND WHEREAS it is advisable and expedient to ratify and confirm such amendments;

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

- 1. Section 1 of By-law #03/14 – Y is repealed and the following substituted therefore:

“1. That Town of Fort Frances Zoning By-law 03/14 is amended by adding thereto a Schedule in the form of Exhibit 1 to this amending By-law.”
- 2. This By-law shall come into force and take effect as and from the issuance of the final Order of the Ontario Land Tribunal Case No. OLT-21-001133, being the 11th day of March, 2022.

PASSED and ENACTED this 28th day of March, 2022.

J.Caul, Mayor

G. Lecuyer, Clerk

SCHEDULE A

1. Notwithstanding the Zone designation thereof as shown on the Zoning Map being Schedule “A” to this By-law, the lands and premises being more particularly described as follows, namely:

820 Fifth Street East, Fort Frances, Ontario

Legally described as

PCL 18499 SEC RAINY RIVER; PT LT 23 RIVER RANGE MCIRVINE; PT LT 24 RIVER RANGE MCIRVINE PT 2 RR164 EXCEPT PT 1, 48R1193; FORT FRANCES

BEING ALL OF THE PIN 56017-0034(LT),

hereinafter referred to as the “Property”, are hereby removed from the Institutional (I) Zone and designated as part of the Residential Type Two (R2) Zone.

2. Notwithstanding the provisions of Section 4.5 of this By-law, or any other provisions of this By-law to the contrary, in the case of the Property the following provisions shall apply.

a) DEFINITIONS

In this Schedule:

“Child Care and Early Years Centre” means a premises operated under a licence from the Province of Ontario whereat programmes are provided under the *Child Care and Early Years Act*, 2014 or where similar programmes are provided under Provincial Licence.

“eightplex dwelling” means a separate building containing two stories on each of which are located four dwelling units without a common hallway or stairwell and with independent direct access to the outside.

b) PERMITTED USES

In addition to the uses permitted on the Property pursuant to Section 4.5 of this By-law, the following are permitted uses on the Property:

- Child Care and Early Years Centre; and
- eightplex dwelling.

c) MAIN USES AND BUILDINGS

More than one main use and building is permitted on the Property, provided that the regulations of the R2 Zone as amended by this Schedule are met.

d) YARD REQUIREMENTS

Notwithstanding the provisions of Clauses 4.5.4 a), b) and c) of this By-law where the Property is occupied by more than one main building:

- i. the minimum lot area required for all main buildings collectively is the total lot area of the Property;
- ii. the minimum required lot frontage for all main buildings collectively is the full frontage of the Property; and
- iii. the minimum front, interior side, exterior side and rear yards shall be determined by reference only to the main building which is nearest to the applicable lot line.

e) LOCATION OF USES

- 1. A Child Care and Early Years Centre, together with an apartment dwelling are permitted uses in the former school building located on the Property as at the date of passage of this By-law.
- 2. All eightplex dwellings shall be located on the Easterly half of the Property and no wall of any such building shall be closer than 7.5 metres from a wall of any other main building.

f) DESIGNATION OF LOT LINES

Notwithstanding the definitions set out in Section 2 of this By-law, in the case of the Property, the lot line abutting Fifth Street shall be deemed to be the front lot line, the lot line abutting Frenette Avenue shall be deemed to be the exterior lot line, the Northerly lot line shall be deemed to be the rear lot line and the Easterly lot line shall be deemed to be a side lot line.

g) REGULATIONS FOR EIGHTPLEX DWELLINGS

Except as otherwise provided in this Schedule, the Regulations for an apartment dwelling as set out in Clause 4.5.4 of this By-law apply to eightplex dwellings on the Property.

Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: March 11, 2022

CASE NO(S): OLT-21-001133

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Scott Fawcett
Applicant	Northwest Catholic District School Board
Subject:	By-law No. 03/14
Municipality:	Town of Fort Francis
OLT Lead Case No.:	OLT-21-001133
OLT Case No.:	OLT-21-001133
OLT Case Name:	Fawcett v. Fort Frances (Town)

Heard: By written submissions

APPEARANCES:

Parties

Counsel*/Representative

Scott Fawcett ("Appellant")

Self-represented

Town of Fort Frances ("Town")

A. McKittrick*/A.M. McKittrick*

DECISION DELIVERED BY BLAIR S. TAYLOR AND ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The Tribunal issued its Interim Decision on January 25, 2022, with regard to a Zoning By-law Amendment ("ZBA") that proposed the adaptive reuse of a former school building and site for: 13 units in the former school building and an Early ON Family Centre with play area, and up to 5 eightplex buildings at the rear of the property known municipally as 820 Fifth Street ("Subject Lands").

[2] The Interim Decision approved in principle the ZBA subject to the Town providing a fully dimensioned conceptual site plan to scale, and a revised draft site specific Zoning By-law deeming Fifth Street as the frontage.

[3] The Tribunal received communication from counsel for the Town dated February 17, 2022, which communication has been entered as Exhibit 12 (added to the exhibits previously filed at the Tribunal hearing of January 13-14, 2022).

[4] Attached to counsel's letter was a revised draft ZBA, and the revised conceptual site plan dated February 9, 2022.

ZBA

[5] Exhibit 12 highlights two minor corrections to Exhibit 5 (the January 6, 2022, draft of the site specific ZBA) being: firstly, to correct a typographical error in paragraph 2 (b) to reference s. 4.5 of the ZBA (and not s. 45); and secondly in paragraph 2 (e)(2) under Location of Uses, to delete "wall" after "building" as being redundant. so that the paragraph would now read:

All eightplex dwellings shall be located on the Easterly half of the Property and no wall of any such building shall be closer than 7.5 metres from a wall of any other main building.

[6] Next Exhibit 12 notes the deeming of Fifth Street as the frontage for the Subject Lands.

[7] And finally Exhibit 12 proposes to clarify that clause 4.5.4 of the ZBA applies to the eightplex dwellings.

CONCEPTUAL SITE PLAN

[8] The conceptual site plan attached to Exhibit 12 is to scale, is dimensioned, and

provides the required setbacks for the Subject Lands, with frontage to Fifth Street.

COMMENTARY

[9] The proposed minor changes in Exhibit 12 assist with the wordsmithing of the ZBA, while Exhibit 12 does deem Fifth Street be the frontage and a clarification is provided for the zoning of the eightplexes. All are acceptable to the Tribunal.

[10] The Tribunal would point out that in s. 1 of the ZBA in Exhibit 12 (as it was in Exhibit 5) after providing the legal description of the Subject Lands, the ZBA then notes that they are removed from the Institutional (I) Zone and “designated” as part of the Residential Type Two (R2) Zone.

[11] In the ordinary course, the *Planning Act* speaks to Official Plan land use “designations” and the Tribunal observes that it might have been preferable for the ZBA to provide that the Subject Lands had been rezoned to use the language of s. 34 of the *Planning Act*.

[12] That notwithstanding, the Tribunal discerns no material impact arises and the Tribunal is content that the plain intention of the ZBA in Exhibit 12 is to change the zoning of the Subject Lands to the requested site specific zoning that will allow for the adaptive reuse of the school building and for the anticipated construction of the eightplexes.

[13] Thus, the Tribunal hereby issues its Final Order, allowing the appeal in part and approving the revised ZBA inter alia deeming Fifth Street as the frontage, all as found in Exhibit 12 appended hereto as Attachment 1 and forming part of this decision.

[14] This is the Final Order of the Tribunal.

“Blair S. Taylor”

BLAIR S. TAYLOR
MEMBER

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

The Conservation Review Board, the Environmental Review Tribunal, the Local Planning Appeal Tribunal and the Mining and Lands Tribunal are amalgamated and continued as the Ontario Land Tribunal (“Tribunal”). Any reference to the preceding tribunals or the former Ontario Municipal Board is deemed to be a reference to the Tribunal.

ATTACHMENT 1



Exhibit: 12
File #:

Barristers and Solicitors

February 17, 2022

Allan G. McKittrick, Q.C., J.D.

*Allan D. McKittrick
B.A., LL.B.*

Sent by e-mail: shane.taylor@ontario.ca and by Purolator

Ontario Land Tribunal
655 Bay Street, Suite 1500
Toronto ON
M5G 1E5

Attention: Shane Taylor
Tribunal Case Coordinator

PROCEEDING COMMENCED UNDER subsection 34(19) of the
Planning Act, R.S.O. 1990, c. P.13, as amended

Appellant:	Scott Fawcett
Applicant:	Northwest Catholic District School Board
Subject:	By-law No. 03/14
Municipality:	Town of Fort Frances
OLT Lead Case No.:	21-001133
OLT Case No.	21-001133
OLT Case Name:	Fawcett v. Fort Frances (Town)

Dear Mr. Taylor:

In its Decision and Interim Order dated January 25, 2022, the
Tribunal required provision of the following:

- a) A fully dimensional conceptual site plan to scale; and
- b) A revised draft ZBA specifying Fifth Street as the frontage
of the Subject Lands.

a) CONCEPTUAL SITE PLAN

*Callon Block
17A Cumberland Street South
Thunder Bay, Ontario
P7B 2T3*

The site plan dated February 9, 2022 prepared by Saultaux
Engineering and Consulting is attached.

*Phone: (807) 345-1251
Fax: (807) 345-0043
Toll Free (Area Code 807 only) 1-800-465-3938
Email: mckits@tbaytel.net*

The existing buildings are the school and the maintenance shed.

2

The plan represents the current intent of the DSSAB however the precise number and location of the buildings on the Easterly half of the Parcel will be dependent on the final design and, significantly, availability of government grants.

The location and type of building will, of course be determined by the requirements of the R2 Zone subject to the amendments requested in the Tribunal's Order. In particular, the required setbacks are shown on the plan as are the minimum distances from the lot lines and between buildings.

In short, it is a conceptual plan and the final configuration will need to comply with the provisions of the By-law, as well as the provisions of a site plan agreement the form of which will be crystallized when all details of the development have been finalized.

b) FORM OF BY-LAW

The attached is a draft of the Order sought.

Please consider the following Submissions.

1. Corrections

I point out a couple of minor changes from the draft which was submitted as an Exhibit:

- in Paragraph 2.b) PERMITTED USES, the Section Number in the first line has been corrected to "4.5" from "45"; and
- in subparagraph 2.e) LOCATION OF USES, the word "wall" after "building" is redundant and has been deleted.

3

2. Fifth St. Frontage

The added Paragraph 2.f) DESIGNATION OF LOT LINES, now deems the lot line abutting Fifth Street as the front lot line with the Frenette Avenue line being deemed the exterior side lot line and the remaining lines as the rear and interior side accordingly.

This is consistent with the way the lands have been developed and will be developed with the entrances coming off Fifth Street and with the 8-plexes facing toward that street and the change was supported by the Planner's evidence.

3. Regulations for Eight Plex Dwellings

The evidence submitted and the amendments requested in the draft Order were based on the 8-Plexes being governed by Section 4.5.4 of the By-law, hence the reference to Clauses 4.5.4 a), b) and c) in Paragraph 2.d) YARD REQUIREMENTS.

To clarify that the remainder of Section 4.5.4 applies, I have added Paragraph 2.g) to the draft Order.

.....

I hope that the above satisfies the Tribunal's requirements. If anything further is required, please let me know.

Yours very truly,



Allan G. McKittrick, Q.C.
AGMcK:mk

Encl.

c.c. Scott Fawcett - Appellant
Cody Vangel - Planner - Town of Fort Frances
Dan McCormick - CAO - RRDSSAB
Jeff Port - Planning Consultant

ORDER

That Section 1 of By-law No. 03/14-Y is deleted and the following substituted therefore:

- "1. That By-law No. 03/14-Y is amended by adding a Schedule thereto in the form of Exhibit "1" to this By-law."

Exhibit "1" to By-law No. 03/14-Y

SCHEDULE _____

1. Notwithstanding the Zone designation thereof as shown on the Zoning Map being Schedule "A" to this By-law, the lands and premises being more particularly described as follows, namely:

820 Fifth Street East, Fort Frances, Ontario

Legally described as

PCL 18499 SEC RAINY RIVER; PT LT 23 RIVER RANGE MCIRVINE; PT LT 24 RIVER RANGE MCIRVINE PT 2 RR164 EXCEPT PT 1, 48R1193; FORT FRANCES

BEING ALL OF THE PIN 56017-0034(LT),

hereinafter referred to as the "Property", are hereby removed from the Institutional (I) Zone and designated as part of the Residential Type Two (R2) Zone.
2. Notwithstanding the provisions of Section 4.5 of this By-law, or any other provisions of this By-law to the contrary, in the case of the Property the following provisions shall apply.
 - a) DEFINITIONS

In this Schedule:

"Child Care and Early Years Centre" means a premises operated under a licence from the Province of Ontario whereat programmes are provided under the *Child Care and Early Years Act, 2014* or where similar programmes are provided under Provincial Licence.

"eightplex dwelling" means a separate building containing two stories on each of which are located four dwelling units without a common hallway or stairwell and with independent direct access to the outside.

b) PERMITTED USES

In addition to the uses permitted on the Property pursuant to Section 4.5 of this By-law, the following are permitted uses on the Property:

- Child Care and Early Years Centre; and
- eightplex dwelling.

c) MAIN USES AND BUILDINGS

More than one main use and building is permitted on the Property, provided that the regulations of the R2 Zone as amended by this Schedule are met.

d) YARD REQUIREMENTS

Notwithstanding the provisions of Clauses 4.5.4 a), b) and c) of this By-law where the Property is occupied by more than one main building:

- i. the minimum lot area required for all main buildings collectively is the total lot area of the Property;
- ii. the minimum required lot frontage for all main buildings collectively is the full frontage of the Property; and
- iii. the minimum front, interior side, exterior side and rear yards shall be determined by reference only to the main building which is nearest to the applicable lot line.

e) LOCATION OF USES

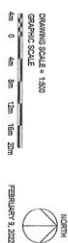
1. A Child Care and Early Years Centre, together with an apartment dwelling are permitted uses in the former school building located on the Property as at the date of passage of this By-law.
2. All eightplex dwellings shall be located on the Easterly half of the Property and no wall of any such building shall be closer than 7.5 metres from a wall of any other main building.

f) DESIGNATION OF LOT LINES

Notwithstanding the definitions set out in Section 2 of this By-law, in the case of the Property, the lot line abutting Fifth Street shall be deemed to be the front lot line, the lot line abutting Frenette Avenue shall be deemed to be the exterior lot line, the Northerly lot line shall be deemed to be the rear lot line and the Easterly lot line shall be deemed to be a side lot line.

g) REGULATIONS FOR EIGHTPLEX DWELLINGS

Except as otherwise provided in this Schedule, the Regulations for an apartment dwelling as set out in Clause 4.5.4 of this By-law apply to eightplex dwellings on the Property.



Ontario Land Tribunal
Tribunal ontarien de l'aménagement
du territoire



ISSUE DATE: January 25, 2022

CASE NO(S): OLT 21-001133

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Scott Fawcett
Applicant	Northwest Catholic District School Board
Subject:	By-law No. 03/14
Municipality:	Town of Fort Francis
OLT Lead Case No.:	21-001133
OLT Case No.:	21-001133
OLT Case Name:	Fawcett v. Fort Frances (Town)

Heard: January 13-14, 2022 by video hearing

APPEARANCES:

Parties

Counsel*/Representative

Scott Fawcett ("Appellant")

Self-represented

Town of Fort Frances ("Town")

A. McKitrick*/A.M. McKitrick*

DECISION DELIVERED BLAIR S. TAYLOR AND INTERIM ORDER OF THE TRIBUNAL

INTRODUCTION

[1] The Town Council approved a Zoning By-law Amendment ("ZBA") for the property known municipally as 820 Fifth Street East ("Subject Lands") which was appealed to the Tribunal by the Appellant.

DECISION

[2] For the reasons set out below, the Tribunal will allow the appeal in part, but approves the ZBA in principle subject to the Town providing to the Tribunal the following:

- a. A fully dimensioned conceptual site plan to scale;
- b. A revised draft ZBA specifying Fifth Street East as the frontage for the Subject Lands.

BACKGROUND AND CONTEXT

[3] The Subject Lands were formerly used as St. Michael's School established in or about 1962. The Subject Lands are improved with the former school building, a shed, and playground equipment, and with a play area which is central to this appeal.

[4] The Subject Lands are located on a corner lot at the intersection of Frenette Avenue and Fifth Street East. The Subject lands have an area of about 16,849 square metres ("sq m"): being about 83 metres ("m") wide at Frenette Avenue with a depth of about 202 m along Fifth Avenue East. The play area is estimated by the Appellant to be .89 hectares ("ha"), (which from Exhibit 11 appears to include about one half of the school parking lot).

[5] The Subject Lands are located in an area of the Town where sanitary sewer, municipal water and storm water services are all available.

[6] Under the Official Plan the Subject Lands are designated "Living Area" which allows for all forms of residential uses, and zoned under the Town's Zoning By-law as "Institutional" which allows for uses such as a school.

[7] The Subject Lands are owned by the Northwest Catholic District School Board ("School Board"). However, the Subject Lands were declared surplus by the School

Board, and the development application before the Tribunal is based on an agreement of Purchase and Sale between the School Board and the Rainy River District Social Services Administration Board (“RRDSSAB”).

[8] The RRDSSAB rezoning proposes an adaptive reuse and retrofit of the former school building to house 13 senior apartments (with some support services), and an Early ON Family Centre and outside Early ON play area. Additionally, up to 5 eightplex buildings (2 storeys in height) are proposed in the play area. On the ground floor, each eightplex would have two 1 bedroom barrier-free apartments and two bachelor apartments. On the second floor of each eightplex would be four 1 bedroom apartments. 30% of the apartments must be at 20% of market rent and the remainder would be at market rent.

[9] In order to facilitate this proposed redevelopment, the ZBA application was filed to rezone the Subject Lands to a site specific R-2 zone, to allow the seniors’ residence, the Early ON Family Centre, and the proposed eightplexes, all on the same lot.

[10] The proposed rezoning was recommended to Town Council by the Town’s Chief Building Official and Municipal Planner and adopted by Town Council.

[11] In the lead up to the hearing, there were two proposed draft changes to the ZBA: the first to include a legal description of the Subject Lands, and provide definitions for the Early ON Family Centre and an eightplex dwelling. The second proposed to increase the separation space from each eightplex dwelling to any other main building from 2.5 m to 7.5 m.

[12] Integral to this appeal is the fact that pursuant to the 1989 Joint Use Agreement between the Town and the School Board, the outdoor and athletic facilities at St. Michael’s School were available for Town uses after 5 p.m. during the school term and all day during the summer months.

THE HEARING

[13] At the hearing, the Tribunal heard the viva voce evidence of the Appellant.

[14] On behalf of the Town, the Tribunal heard the evidence of Cody Vangel, qualified to give expert opinion evidence as a civil engineer and land use planner, Dan McCormick the Chief Administrative Officer of the RRDSSAB, and Jeffrey Port qualified as a land use planner.

APPEAL GROUNDS

[15] The basis of the appeal is nuanced: firstly that there is no objection to the adaptive reuse and retrofit of the former school building for the seniors' residence and Early ON Family Centre, but that the Tribunal should preserve the existing play area by not allowing the rezoning of the play area for the proposed 5 eightplexes, (to be relocated to some other location in the Town), and the Appellant seeks the assistance of the Tribunal to find a compromise solution.

[16] The first ground of appeal challenges the public process as no public open house was held by the Town, that the public meeting was during Covid 19 and "audio only", and that while 3 citizens spoke in opposition, there were others who also wished to speak but were not able to due to the public meeting format.

[17] The second ground of appeal is that the play area is effectively a public park and that the playground equipment was provided by neighbourhood fundraising (\$30,000.00) and a donation from the Knights of Columbus, and has been used since about 1989, and further that the play area has been used on an informal basis since the school was constructed in or about 1962.

[18] The related third ground of appeal is that the proposed rezoning would not be in conformity with the Town's Official Plan as it would result in the inequitable distribution of park space in the east end of the Town, and this is part of a trend in the east end of the Town.

POLICY REGIME

[19] The *Planning Act* (“PA”) in s. 1 provides as one of its purposes that land use planning in Ontario is policy-led.

[20] Section 2 of the PA sets out a number of Provincial Interests that the Town Council and this Tribunal shall have regard to in making any land use planning decision. Those interests include:

- (i) The adequate provision of recreational facilities; (i)
- (ii) The adequate provision of a full range of housing including affordable housing; (j)
- (iii) The resolution of planning conflicts between public and private interests; (n)
- (iv) The appropriate location of growth and development (p).

[21] Section 2.1 requires that when the Tribunal makes a decision on a land use planning matter it shall have regard to both the decision made by Town Council and the information and material that the Town Council considered in making its decision.

[22] Finally from the PA, s. 3(5) mandates that the Tribunal (and the Town Council before it) when making a land use planning decision, that such a decision shall be consistent with the Provincial Policy Statement (“PPS”) and shall conform to provincial plans that are in effect, such as in this case the Growth Plan for Northern Ontario 2011 (“NOGP”).

NOGP

[23] The NOGP sets out among its purposes to enable decisions about growth to be made in ways that sustain a robust economy and build strong communities (1.2 (a)) and

to promote a rational and balanced approach to decisions about growth that build on community priorities, strengths and opportunities and makes efficient use of infrastructure (1.2 (b)).

PPS

[24] Both the PPS Preamble and the Implementation and Interpretation section provide that the Official Plan is the most important vehicle for the implementation of the PPS (s. 4.6).

[25] In Part IV of the PPS, the PPS Vision focuses growth and development in urban and rural settlement areas, encourages a range and mix of housing options including new development and intensification, and encourages efficient development patterns that optimize the use of land, resources, and public investment in infrastructure. These efficient land use patterns are to promote a mix of housing including affordable housing, employment, recreation parks and open spaces.

[26] Moving from the Vision statement into the policies of the PPS, one finds these directives:

- Healthy, liveable and safe communities are sustained by;
- Promoting efficient development and land use patterns (1.1.1 (a))
- Accommodating an appropriate affordable and market-based range and mix of residential types (including affordable housing and housing for older persons (1.1.1 (b))
- Promoting standards to minimize land consumption and servicing costs (1.1.1 (e))
- Settlement areas shall be the focus of growth and development (1.1.3.1)

- Appropriate development standards should be promoted which facilitate intensification, redevelopment and compact form (1.1.3.4)
- Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected market-based and affordable housing needs of current and future residents by: ...establishing development standards for residential intensification, redevelopment and new residential development which will minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety (1.4.3 (f)).
- Healthy active communities should be promoted by: ... planning and providing for a full range and equitable distribution of publicly-accessible built and natural settings for recreation... (1.5 (b)).

OFFICIAL PLAN

[27] The Subject Lands are designated in the Official Plan as “Living Area”, wherein the permitted uses include all forms of residential development.

[28] One of the objectives of the Living Area designation is that the Town will promote opportunities for residential intensification and redevelopment on lands within the serviced area of the Town (4.1.1 (d)).

[29] With regard to residential development s. 4.1.3 (c) provides that new housing development should reflect a range of lot and housing sizes including smaller, affordable housing units, which would be suitable for seniors and smaller families.

[30] Section 4.1.8 (d) provides that infilling and intensification is encouraged throughout the Town’s existing built up residential areas and that intensification should address: compatibility, lot pattern and configuration, accessibility, parking requirements, potential for increased traffic, any natural hazards, built heritage, availability of municipal infrastructure, and residential intensification targets.

[31] Additionally s. 4.1.8 (f) states that the Town will work with the appropriate housing agencies to ensure that a sufficient supply of housing is provided which is affordable to low and moderate income households, and that the Town will consider alternative requirements for residential lot standards and required floor space in the Zoning By-law which would support the provision of affordable housing.

[32] Within the Living Areas designation, the Official Plan provides in s. 4.1.6 that neighbourhood parks should be provided within 1000 m of all residential uses, and that neighbourhood parks should be between 1.5 and 2.0 ha in size.

LOCAL CONTEXT

[33] As a former school, the Subject Lands are found in the midst of a mature residential area that is predominantly single detached homes. There are two existing cul-de-sacs that abut the Subject Lands from the north, and one cul de sac from the east. Fifth Street East appears to have a student drop off lane within the public right of way in the immediate vicinity of the school building.

ZONING BY-LAW

[34] The current zoning for the Subject Lands is Institutional. The permitted uses in an Institutional zone include: ambulance station, arena, assisted living facility, day nursery, fire station, hospital, library, nursing home, place of worship and a school.

[35] The regulations allow height of 20 m, and a minimum landscaped areas of 10%.

[36] The proposed zoning generally relates to the R-2 zone which specifically allows residential uses including fourplex dwellings, and apartment buildings.

[37] Here the zoning would allow height to 12 m for a fourplex and 15 m for an apartment building, and the minimum landscaped area for a fourplex is 20%, and for an apartment building 30%.

[38] Of note for this appeal is the fact that there is neither a definition for “eightplex” nor “Early ON Family Centre” in the Zoning By-law.

[39] Also, from the definitions section of the Zoning By-law it is noted that there is a definition for front lot line for a corner lot which impacts this development application:

In the case of a corner lot or through lot, the shorter lot line that abuts a street or navigable waterway shall be deemed to be the front lot line and the longer lot line that abuts a road or (navigable waterway) shall be deemed an exterior lot line.

DEVELOPMENT PROPOSAL

[40] As noted above, while the Subject Lands are currently owned by the School Board, there is an existing agreement of purchase and sale with the RRDDSSAB.

[41] Mr. McCormick, the CAO of the RRDDSSAB testified that this board is made up of representatives of 10 municipalities and 3 unincorporated areas covering a geographic area of 15,000 square kilometres. It is responsible for housing and homelessness, has a \$27 million per year budget and *inter alia* it directly operates childrens’ services, and it oversees 498 housing units of which it directly oversees 350. For its 350 housing units, there is currently a waiting list of 253.

[42] Mr. McCormick testified that there is a local housing shortage that has been exacerbated by the opening of a new mine in the area that has taxed the existing rental housing supply.

[43] The RRDSSAB’s vision for the Subject Lands is to move forward in a phased approach with the first phase being the adaptive reuse and retrofit of the existing school building for 13 rental units (20% affordable), with some on site support services, and the Early ON family centre. The latter he described as being a resource program where parents are taught parenting skills. The parents (and children) do not come for the day but rather come and interact with the resource staff and receive instruction and resource materials and leave. There are two classrooms that would be utilized for such purposes,

with some office space for the program leaders who also provide this resource in three other geographic locations. Additional office space is intended for a nurse's station and for clinics.

[44] The second phase of development would be for the proposed 5 eightplexes in the play area behind the school. The units proposed are relatively small in size: on the second floor are four 1 bedroom units each at 660 square feet (sq. ft), whereas on the ground floor, there will be two barrier-free 1 bedroom units at 746 sq ft and two bachelor units at 580 sq ft.

[45] Mr. McCormick anticipates that each eightplex will cost about \$2 million to construct and that with funding available they would likely start with two eightplexes, and fund raise thereafter for the other units.

[46] From the RRDSSAB perspective, the Subject Lands provide for the adaptive reuse of an existing building, utilize existing municipal services, are "shovel ready", and with the two projects all being on the same lot, it will enable economies of scale.

[47] As part of the staff report that went to Town Council, a conceptual site plan was included. As the application for the ZBA identified Fifth Street East as the frontage, so too did the conceptual site plan. Additionally, notwithstanding the proposed amendment to the draft ZBA to increase the separation distance for an eightplex to 7.5 m, no revised concept plan was provided.

COMMENTARY AND ANALYSIS

[48] Firstly, with regard to the Appellant's concern with the lack of an informal public meeting, there is no statutory requirement for same.

[49] With regard to the Appellant's concerns about the public meeting held by the Town, the Tribunal notes that Exhibit 6 at page 38 contains a copy of the March 4, 2021 newspaper notice of the public meeting to be held on April 12, 2021 virtually and by teleconference.

[50] The Tribunal takes judicial notice of the fact that as of April 7, 2021, the Province had made its third Emergency Order with regard to Covid 19 and a Stay at Home order was in place.

[51] With regard to the public meeting, the staff report of April 26, 2021 noted that 80 letters of opposition had been received and three members of the public spoke in opposition to the application.

[52] When the staff report went to Town Council, it included the public submissions. The staff report considered and responded to the issues of concern that had been raised by members of the public.

[53] The Tribunal notes that the required public meeting occurred during an Emergency Order and a Stay at Home order. The Town gave the required notice, and in that notice identified how the public meeting would be held due to the Covid 19 restrictions. Additionally, the Tribunal would note that Town Council did not make a decision on April 12, 2021: Town Council made its decision on April 26, 2021 and passed the implementing ZBA on May 10, 2021. Thus, there was additional time after the public meeting for more public input to the Town Council before it made its decision.

[54] With regard to the expressed concern about the public meeting, the Tribunal finds that the Town acted in accordance with the requirements of the PA and the Covid 19 restrictions that were in place at the time.

[55] Turning to the Appellant's submissions with regard to the play area as a "public park", the Tribunal would first note that the Town has never owned the Subject Lands; rather the Subject Lands were and are currently owned by the School Board, and are the subject of an Agreement of Purchase and Sale conditional on rezoning.

[56] It is noted that the Subject Lands were part of a Joint Use Agreement between the School Board and the Town dated as of June 12, 1969 (Exhibit 6 Tab 8). The said agreement provides that the agreement may be terminated at any time the two parties agree the Outdoor Facilities are no longer usable, or upon written notice by either party

at any time after the year 2009. Also, at the same tab, there is a letter dated May 28, 2021 from the School Board terminating the agreement.

[57] The Appellant submits that the neighbours fundraised \$30,000.00, and combined with a \$5,000.00 donation from the Knights of Columbus, provided the funding for the purchase of the outdoor playground equipment that was installed through the sweat equity of the neighbours. Exhibit 3 contains a picture of the sign identifying the “Knights of Columbus Park” in front of the playground equipment. To the Appellant this constitutes a municipal park and it should remain a municipal park.

[58] To the Tribunal it is clear that the Joint Use Agreement provided the term of the joint use: the agreement could be terminated at any time both parties agreed it was no longer usable, or unilaterally by either party after the year 2009. That agreement was terminated in 2021. No notice to any other person or party was required. It is not a municipal park for the purposes of this hearing.

[59] Supplemental to his submissions on the play area being a municipal park, the Appellant argues that pursuant to s. 4.1.6 of the Official Plan, the Town has a requirement that neighbourhood parks are to be provided within 1000 m of all residential uses, and with the Town approval of the impugned ZBA, it is contrary to the Official Plan and moreover it is part of a trend that has led to an inequitable distribution of park space in the east end of the Town.

[60] Exhibit 11 purports to contain seven examples of such loss of public recreational green space since 1970 totalling 3.7 ha of land. This exhibit is based on a very narrow approach to recreation. The Appellant cites the redevelopment of the Memorial Sports Centre fields as a loss of 1.69 ha. However, the “loss” of the 1.69 ha is now (according to the exhibit) the home for the new Sportsplex, Ice for Kids Arena, a library, a skateboard park, and a parking lot to serve these recreational uses.

[61] The PPS does speak to providing a full range and equitable distribution of recreational spaces. However, that policy direction is not limited to just outdoor space

but also includes built facilities for recreation.

[62] Additionally, the Town's Official Plan states that neighbourhood parks should be provided within 1000 m of all residential uses and should be between 1.5 – 2 ha in size.

[63] The Tribunal prefers the evidence of Mr. Vangel and Mr. Port that the play area is not a municipal/neighbourhood park, that it does not meet the size requirement of the Official Plan at 1.5 - 2.0 ha, and there are other municipal parks that are in the general vicinity in the Subject Lands that satisfy the Official Plan direction.

[64] Finally, the Appellant argues that the Tribunal should be used as a facility to find a compromise solution, and gave a number of examples of sites in other residential areas that he believed would be appropriate for the relocation of the eightplexes.

[65] The Tribunal would point out that Tribunal has a Citizen Liaison Officer and a Tribunal website, both of which are dedicated to assisting the public to understand the Tribunal's hearing process. The website contains references to the Tribunal's very experienced mediation panel, that can, if both parties agree, assist in mediating disputes. However ultimately, where parties maintain their appeals, the Tribunal has been statutorily created to hear and determine matters within its jurisdiction.

[66] Thus, the Tribunal at this late stage of this proceeding is not in the position of a mediator but rather an adjudicator required to make a decision based on the evidence that has been given.

[67] To the Tribunal this development proposal represents:

- the redevelopment of a currently vacant and underutilized site;
- the adaptive reuse and retrofit of a surplus school site;
- a modest form of residential intensification that will add to the range and mix of housing in the local context;

- assistance in providing rental housing, senior housing, accessible housing, affordable housing, (all in a market that is experiencing rental housing supply issues due to the opening of a new mine);
- the provision of an Early On Family Centre that will be a community parenting resource;
- all of which is within a Settlement Area; and
- utilizing existing municipal services.

[68] This development proposal the Tribunal finds to have had adequate regard for the matters of Provincial Interest in s. 2 of the PA, is consistent with the PPS as a modest form of intensification within a settlement area, and expanding the range and mix of housing including housing for seniors and affordable housing, does not conflict with the NOGP, conforms to the Town's Official Plan, represents good land use planning and is in the public interest.

[69] However as the draft ZBA's that have been presented to the Tribunal are based on a concept plan that erroneously has Fifth Avenue East for the front lot line (contrary to the Town's Zoning By-law), and as Exhibit 5 requires a 7.5 m setback for the eightplexes to a wall of another main building, and as the same concept plan has no dimensions whatsoever, the Tribunal will approve in principle the development proposal.

[70] Accordingly, the Tribunal orders that the appeal is allowed in part, on an interim basis, contingent upon confirmation, satisfaction or receipt of the pre-requisite matters identified below and that the ZBA found in Exhibit 5 is hereby approved in principle only.

[71] The Tribunal will withhold the issuance of its Final Order contingent upon the following:

- a. A fully dimensioned conceptual site plan to scale;

- b. A revised draft ZBA specifying Fifth Street East as the frontage for the Subject Lands.

[72] The Town shall submit the required materials found in the paragraph above to the Tribunal's Case Coordinator on or before **Monday, May 2, 2022**, failing which it shall provide a written status report by that date, documenting the timing of the expected submission of the required materials.

[73] In the event that the Town fails to provide the required materials and/or the required written status report by the required date, the Tribunal may allow the appeal.

[74] I remain seized of this matter for the purposes of reviewing the draft conceptual site plan, and approving the final draft of the ZBA and may be spoken to for case management purposes.

[75] This is the Interim Order of the Tribunal.

"Blair S. Taylor"

BLAIR S. TAYLOR
MEMBER

Ontario Land Tribunal

Website: olt.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

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THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX-22

(Being a by-law to authorize entering into an agreement with Darryl and Angela Godin with respect to the purchase of certain lands)

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, (the "Act") at section 9, provides that "a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act";

AND WHEREAS the Act, at section 10, subsection (1), provides that "a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public".

AND WHEREAS the Act, at section 10, subsection (2), provides that a single-tier municipality may pass by-laws respecting matters including public assets acquired for the purpose of exercising its authority under this or any other Act; economic, social and environmental well-being of the municipality; and services and things that the municipality is authorized to provide under subsection (1).

AND WHEREAS on August 9, 2021, Council approved a report from the Chief Building Official and gave direction to proceed with the purchase of certain lands from Darryl and Angela Godin to rectify a laneway matter.

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

1. That the Agreement of Purchase and Sale with Darryl and Angela Godin said document in the form of Schedule "A" attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on the final passing thereof.

Enacted and passed this 28th day of March 2022.

J. Caul, Mayor

G. Lecuyer Clerk



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of **March** 20 **22**

BUYER: **The Corporation of the Town of Fort Frances**, agrees to purchase from
(Full legal names of all Buyers)

SELLER: **Darryl Brian Godin and Angela Dawn Godin**, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address **Pt of 423 Church Street, Fort Frances, Ontario P9A 1E3**

fronting on the side of

in the

and having a frontage of more or less by a depth of more or less

and legally described as **Part of Pcl 245-1 ALBTP; Part of Lt 245 ALBTP, designated as Part 2, 48R4636;
Fort Frances (Part of PIN 56018-0129)**

..... (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) **4,000.00**

Four thousand dollars **00/100** Dollars

DEPOSIT: Buyer submits
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five hundred dollars **00/100** Dollars (CDN\$) **500.00**

by negotiable cheque payable to **Seller's Solicitor** "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.


SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by **Buyer** until **4:00** on the **4th**
(Seller/Buyer) ~~XXX~~/p.m.)
day of **April** 20 **22**, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the **20th** day of **April**
20 **22** Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. CHATELS INCLUDED: **None**

.....

.....

.....

.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED: **None**

.....

.....

.....

.....

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

None

.....

.....

.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.


(included in/in addition to)

INITIALS OF BUYER(S):

.....

INITIALS OF SELLER(S):

.....

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 13th day of April, 2022, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): INITIALS OF SELLER(S): 

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):




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29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.


SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:


(Witness) (Buyer)  **2022-03-**
(Date)

(Witness) (Buyer)  **2022-03-**
(Date)


I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) (Seller)  **2022-03-**
(Date)

(Witness) (Seller)  **2022-03-**
(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse)  (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
xxx./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) (Date)

(Seller) (Date)

Address for Service **423 Church Street, Fort Frances, ON P9A 1E3**

Seller's Lawyer **Lawrence G. Phillips** (Tel. No.)

Address **406 Church Street, Fort Frances, ON P9A 1E2**

Email **phillaw19@hotmail.com**

807-274-8525 **807-274-5758**

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) (Date)

(Buyer) (Date)

Address for Service **320 Portage Avenue Fort Frances, ON P9A 3P9**

Buyer's Lawyer **Paul E. Brunetta** (Tel. No.)

Address **420 Victoria Avenue, P. O. Box 656, Fort Frances, ON P9A 3M9**

Email **pbrunetta@brunettalaw.com**

807-274-9800 **807-274-8760**

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT


To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: The Corporation of the Town of Fort Frances, and

SELLER: Darryl Brian Godin and Angela Dawn Godin

for the purchase and sale of Pt of 423 Church Street, Fort Frances, Ontario P9A 1E3

_____ dated the _____ day of March, 2022

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price to the Seller on completion of this transaction with funds drawn on a lawyer's trust account in the form of a bank draft or certificate cheque.

The Buyer shall pay and be responsible for the Seller's costs and expenses and any and all HST thereon with respect of or relating to this Agreement, the preparation of this Agreement, the transaction of purchase and sale contemplated in and by this Agreement, and any and all documentation and otherwise in respect thereof or in relation thereto [and which shall include, without limitation, all reasonable Seller's legal fees and disbursements ("Legal Costs") and all HST thereon] in any way respecting or related to, or resulting from this Agreement. Legal Costs to the Completion Date shall be included as an amount to the required credit of the Seller on the statement of adjustments.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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

NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B, HAVING A BEARING OF N89°49'20"W BY REAL TIME KINEMATIC (RTK) OBSERVATIONS, UTM ZONE 15, NAD83 (CSRS)(2010).

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

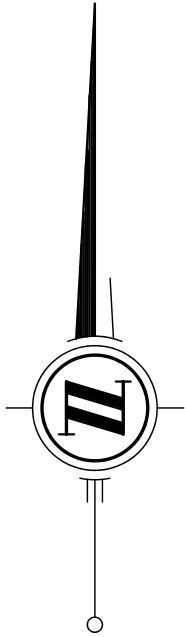
ROTATIONS APPLIED TO PLAN BEARINGS FOR BEARING COMPARISONS	
PLAN	ROTATION
P2	0°04'20" COUNTER-CLOCKWISE

COORDINATES BELOW ARE DERIVED FROM GPS OBSERVATIONS USING THE PRECISE POINT POSITIONING SERVICE AND ARE REFERRED TO UTM ZONE 15, NAD83 (CSRS)(2010).

COORDINATES COMPLY WITH URBAN ABSOLUTE ACCURACY PER SEC.14(2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
A	5 383 946.93	471 068.28
B	5 383 946.30	471 269.34
C	5 383 999.57	471 118.62

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



PLAN 48R-4636

Received and deposited

November 19th, 2021

Linda Bursey

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

PARTS SCHEDULE

PART	LOT	PIN	AREA
1	PART OF LOT 244, ALBTP	PART OF 56018-0128	83.21 m ²
2	PART OF LOT 245 ALBTP	PART OF 56018-0129	21.50 m ²

PLAN OF SURVEY OF
PART OF LOTS 244 & 245
TOWN PLOT OF ALBERTON
TOWN OF FORT FRANCES
DISTRICT OF RAINY RIVER

SCALE — 1:250



THE INTENDED PLOT SIZE OF THIS PLAN IS 610mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:250

LEGEND

□	DENOTES A PLANTED SURVEY MONUMENT
■	DENOTES A FOUND SURVEY MONUMENT
SIB	DENOTES STANDARD IRON BAR
IB	DENOTES IRON BAR
SSIB	DENOTES SHORT STANDARD IRON BAR
PB	DENOTES PLASTIC BAR
748	DENOTES D.F. WALTON, O.L.S.
998	DENOTES G. WEGMAN, O.L.S.
1011	DENOTES H.A. SMITH, O.L.S.
1391	DENOTES B. MASKELL LTD.
MEAS	DENOTES MEASURED
P1	DENOTES TOWN PLOT OF ALBERTON
P2	DENOTES REFERENCE PLAN 48R-2501
ALBTP	DENOTES ALBERTON TOWN PLOT
PIN	DENOTES PROPERTY IDENTIFICATION NUMBER
PROP	DENOTES PROPORTION
OU	DENOTES ORIGIN UNKNOWN
WIT	DENOTES WITNESS
AUW	DENOTES AERIAL UTILITY WIRE
//	DENOTES NOT TO SCALE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 26th DAY OF AUGUST, 2021.

2021/11/09
DATE
PETER de HAAN
PETER de HAAN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM NUMBER V-17883.



TBT ENGINEERING
CONSULTING GROUP

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

255 SCOTT STREET, FORT FRANCES, ON P9A 1G8
T: (807) 274-4504 F: (807) 624-5161 www.tbte.ca

DRAWN BY: H.W. CHECKED BY: PdeH DATED 2021/11/09

DWG No.: Y:\Projects\2021\21-499 TOWN FF\Microsurvey\21-499 TOWN FF.dwg

Gabrielle Lecuyer

From: Douglas Judson
Sent: Monday, March 21, 2022 12:26 PM
To: Gabrielle Lecuyer; Karyn Haney
Cc: Faisal Anwar
Subject: Two Agenda Items for March 28 Council

Good afternoon:

Section 270 of the *Municipal Act, 2001* specifies as follows:

270 (1) A municipality shall adopt and maintain policies with respect to the following matters:

...

3. Its procurement of goods and services. ...

7. The manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality.

Accordingly, the Town of Fort Frances has a procurement policy and a tree policy. I am writing to ask that both policies be sent to the relevant executive committees for discussion, review, and update. In my view, the tree policy should go to OFEC and PDEC and the procurement policy should go to OFEC and AFEC.

I trust you can locate the relevant policies to append to the agenda to accompany this request. I suggest that this request be separated as two separate new business items on the March 28 Council agenda. This email can be used as supporting documentation for each.

Sincerely,

Douglas W. Judson

Councillor

Town of Fort Frances

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THE TOWN OF FORT FRANCES

Section: Administration and Finance

Policy: Procurement

Creation Date:

Revised Date: October 2004, June 2006, July 2007, January 2013

Resolution Number: 01/13 (consent) 848

Supersedes Resolution Number: 07/07 (286)

Policy Number: 1.12

1. GOAL

To provide a procurement process that will enable the Town to acquire the required quality and quantity of goods and services required for the best value, while adhering to the following objectives.

2. OBJECTIVES:

- A. To ensure an open, transparent competitive process while protecting the financial interest of the Town
- B. To ensure service and product delivery are of high quality and efficiently delivered
- C. To ensure fairness among the bidders
- D. To ensure accountability to the taxpayer
- E. To provide an efficient process where the cost and amount of goods and services procured are proportional to time and money spent.

3. DEFINITIONS

The words and phrases listed below when used in this policy shall have the following meanings ascribed to them;

Approved invoice - an original supplier's invoice issued at the time of purchase of low dollar goods and services that bears both the signature of an appropriately authorized employee and required account distribution codes.

Award, Awarded, and Awarding - authorization to proceed with the purchase of goods, services or construction from a chosen supplier

Bid - an offer or submission from a supplier in response to bid solicitation

Bid Bond - the form of security required by the terms and conditions of bid solicitation documentation to guarantee that the successful bidder enters into a contract with the Town of Fort Frances as required

Bid Solicitation - formal request for bids that may be in the form of a Request for Tender or Request for Proposal

Chief Administrative Officer (CAO)- Chief Administrative Officer for the Town of Fort Frances

Clerk – Clerk means the duly appointed clerk of the Town of Fort Frances

Construction - a construction, reconstruction, demolition, repair or renovation of a building, structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, the supply of products and materials and the supply of equipment and machinery if they are included in, and incidental to, the construction, and the installation and repair of fixtures of a building, structure or other civil engineering design or architectural work, but does not include professional services related to the construction contract unless they are included in the specifications of the procurement

Contract - any agreement, regardless of form or title, for the lease purchase or disposal of goods services or construction authorized in accordance with this policy

Council - the duly elected Council of the Town of Fort Frances

Council Approved Budget - Council approved department budgets including authorized revisions, or where applicable, Council approved budgets of local boards to which this bylaw applies

Division - An organizational unit of the Town of Fort Frances headed by a manager, and the Planning and Development Division

Division Manager - the person appointed by Council to be responsible for the operation of a division and/or designate and includes the persons appointed to the position by the Chief Administrative Officer

Electronic Advertising - the use of a computer based system directly accessible by suppliers irrespective of location that provides suppliers with information related to bid solicitations

Emergency - a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of residents of the Town of Fort Frances, or to prevent serious damage, disruption of work, or to restore, or to maintain essential service to a minimum level.

Fair Market Value - the price that would be agreed to in an open and unrestricted market between knowledgeable and willing parties dealing at arms-length where fully informed and not under any compulsion to transact

Goods - moveable property including

- a) The cost of installing, operating, maintaining or manufacturing such movable property
- b) Raw materials, products, equipment and other physical objects of every kind and description

Lowest Compliant Bid - the bid that would provide the Town of Fort Frances with the desired goods, services, or construction at the lowest total acquisition costs, meets all the specifications and contains no irregularities requiring automatic rejection

Professional Services - persons having a specialized knowledge or skill for a defined service requirement including;

- a) Architects, engineers, designers, management, and financial consultants and;
- b) Firms or individuals having specialized competence in environment, planning or other disciplines

Proposal - an offer submitted in response to a request for proposal acceptance of which may be subject to further negotiation

Purchase Card - a card issued in accordance with the purchasing card policy, to purchase goods and services

Request for Proposal - a bid solicitation that is used to acquire goods, services or construction, the suitability of which is dependant upon non-price factors and which may result in further negotiation between the parties

Services - includes all professional and consulting services, all services in relation to real property or personal property including, without limiting the foregoing, the delivery, installation, construction, maintenance, repair, restoration, demolition or removal of and except only services to be delivered by an officer or employee of the Town of Fort Frances in accordance with terms of employment

Tender - a publicly advertised bid solicitation

Total Acquisition Cost - an evaluation of quality and service in the assessment of a bid and the sum of all costs including purchase price, all taxes, warranties, local service costs, life cycle costs, time of completion or delivery, and inventory carry costs

Town of Fort Frances – means the Corporation of the Town of Fort Frances

Treasurer - the duly appointed Treasurer of the Town of Fort Frances

3.0 GENERAL PROCUREMENT POLICY:

A. Authority

The Chief Administrative Officer and Division Managers shall be responsible and have authority for all procurement activity and decisions within their departments and may delegate their authority, where appropriate.

B. Prescribed Council Approval

Despite any other provisions of this policy the following contracts are subject to Council approval

- i. Any contract requiring approval from the Ontario Municipal Board.
- ii. Any contract where the Total Acquisition Cost is greater than the Council Approved Budget.
- iii. Any contract in excess of \$35,000 except as identified in section 4E.

C. Application

- i. The procedures of this policy shall be followed to award a contract or to recommend to Council that a contract be awarded.
- ii. The CAO and Division Managers may purchase or contract for the goods, services listed in Schedule "A" to this policy without following the procedures set out herein provided that sufficient funds are available and identified in appropriate accounts within Council approved budgets.
- iii. The Chief Administrative Officer shall contract the Procurement of legal services.

- iv. The following local boards and corporations are bound by this policy and this policy shall apply with necessary modifications to such boards and corporations;
 - a. Town of Fort Frances Public Library Board
 - b. The Sister Kennedy Centre Board of Management
 - c. Town of Fort Frances Not for Profit Housing Corporation
 - d. Business Improvement Area Board

D. Restrictions

- i. No contract for goods, services or construction may be divided into two or more parts to avoid the application of the provisions of this policy
- ii. No contract for services shall be awarded where the services would result in an employee – employer relationship
- iii. Where an employee involved in the award of any contract either on his or her own behalf or while acting for, by, with, or through another person, has any pecuniary interest, direct or indirect, in the contract, the employee
 - a. Shall immediately disclose the interest to the division manager involved in the award of the contract and shall describe the general nature thereof;
 - b. Shall not take part in the Award of the Contract and;
 - c. Shall not attempt in any way to influence the Award of the Contract
- iv. An employee has an indirect pecuniary interest in a Contract in which the Town of Fort Frances is concerned if the employee or his or her spouse or same sex partner;
 - a. Is a shareholder in or a director or senior officer of a corporation that does not offer its securities to the public that has a pecuniary interest in the contract.
 - b. Has a controlling interest in or is a director or senior officer of, a corporation that offers its securities to the public that has a pecuniary interest in the contract, or
 - c. Is a member of an incorporated association or partnership that has a pecuniary interest in the contract.
 - d. Is in the employment of a person, unincorporated association or partnership that has a pecuniary interest in the contract.
- v. All Council members shall conduct themselves in accordance with the Municipal Conflict of Interest Act RSO 1990, c. M 50 as amended.

E. Total Acquisition Cost

Where this policy prescribes dollar limits, the contract amount shall be the estimated total acquisition cost less any rebates.

F. Notification

- i. Notification of procurement opportunities for goods, services or construction with a total acquisition cost of \$35,000 shall be made by electronic advertising and may be used for any other purchases.
- ii. Notification of procurement opportunities may be supplemented by other means of notification where appropriate.
- iii. Notification must be advertised for a minimum of 15 calendar days.

G. The Town of Fort Frances incorporates accessibility criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so, and in such situation, a documented explanation shall be provided upon request.

The Town of Fort Frances incorporates accessibility features and has regard to accessibility for people with disabilities when designing, procuring or acquiring self-service kiosks (ie point of sale machines, ATM machines, self check out machines, parking meters, etc.).

4.0 PROCUREMENT PROCEDURES**A.** The Chief Administrative Officer shall establish procedures consistent with the goals and objectives set out in this policy;

- i. The identification of those goods and services or construction which are more effectively acquired through cooperative purchasing.
- ii. The form, content and use of forms including purchase orders, bonds, letters of credit and other forms of surety, tender, proposal and other contract documents if not specifically addressed in the policy.
- iii. Any other aspect of process or procedure not specifically provided for in the policy

B. Purchase Cards

The Treasurer is responsible for the purchase card program outlined in the Town of Fort Frances purchasing card policy (schedule D). The purchase card policy shall be consistent with this procurement policy.

C. Request for Expression of Interest

A Division Manager or Chief Administrative Officer may conduct a request for expression of interest for the purposes of determining the availability of suppliers of any goods, services or construction and for the purpose of keeping a list of available suppliers.

D. Purchasing Methods

- i. Purchases not exceeding \$500
 - a. The Treasurer shall have the authority to establish petty cash funds in such an amount to meet the requirements of a department for the acquisitions of goods, services or construction having an individual total acquisition cost not exceeding \$500.

All petty cash fund disbursements shall be evidenced by vouchers and shall be available for auditing purposes through the Treasurer.

- b. Purchases made pursuant to this section shall be made from the competitive market place whenever possible and may be made by using an approved invoice, petty cash or purchase card.

ii. Purchases not exceeding \$5,000

- a. Purchases made pursuant to this section for the acquisition of goods, services or construction shall be made from the competitive market place whenever possible and may be made using an approved invoice or purchase card.

iii. Purchases over \$5,000 but not exceeding \$35,000

- a. Purchases requiring the acquisition of goods, services or construction having a total acquisition costs between \$5,000 and \$35,000 may be made by using a purchase card or approved invoice subject to;
 - At least three written quotes without the necessity of advertising or formal tender procedures prior to ordering.
- b. In appropriate circumstances, the request for Proposal or Request for Tender process may be utilized for goods, services or construction in this total acquisition cost range.
- c. The procedure used to purchase goods, services and construction in this total acquisition cost range shall demonstrate that fair market value was achieved.

iv. Purchases Exceeding \$35,000

Request for Tender

- a. A request for tender shall be used for purchases exceeding \$35,000 where the following criteria apply
 - Two or more sources are considered capable of supplying the requirement.
 - The requirement is adequately defined to permit evaluation of tenders against clearly defined stated criteria.
 - It is intended that the lowest compliant bid will be accepted without negotiations.

Council must approve all tenders. The CAO, manager or designee shall provide a report to council with recommendations containing all pertinent information.

All Tenders and successful bidders shall be subject to and meet the requirements of the following legislations;

- a. The Occupational Health and Safety Act R.S.O. 1990,c 0.1
 - b. Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990.c.M.56
 - c. Fairness is a Two Way Street Act (Construction Labour Mobility), 1999.
- v) Tender Procedures
All tenders will be subject to the procedures in Schedule "C".
- vi) Request for Proposal
 - a. Request for Proposal shall be used where one or more of the criteria for Request for Tender cannot be met such as:
 - Owing to the nature of the requirement, suppliers are invited to propose a solution to a problem, requirement or objective and the selection is based on effectiveness of the proposed solution rather than on price alone.
 - It is expected that negotiations with one or more suppliers may be required with respect to any aspect of the requirement.
 - b. Every request for proposal shall have terms of reference and include an evaluation grid.
 - c. Council must approve all Requests for Proposal. The CAO, division manager or designee shall provide a report to council with recommendations containing all pertinent information.
- vii) Bids in Excess of Project Estimates
 - a. Where bids are received in response to a bid solicitation but exceed project estimates, the manager in charge of the bid solicitation may enter into negotiations with the lowest compliant bidder to achieve acceptable bid within project estimate.
- viii) Bid Irregularities
 - a. Unless otherwise determined by the Town in its sole and unfettered discretion the administration of certain bid solicitation issues/irregularities and non-compliance are as set out in Schedule "B".
- ix) Identical Tenders
 - a. If the lowest compliant bid from two or more bidders are identical in Total Acquisition Cost or unit price, the manager is authorized to enter into negotiations with the bidders who have submitted the identical prices in an attempt to obtain the lesser price and shall maintain a record with respect to such negotiations.
 - b. When negotiations are not successful in breaking the identical tender, the successful bidder will be chosen by geographical preference in the following order;
 - Town of Fort Frances

- District of Rainy River
- North Western Ontario (Districts of Rainy River, Kenora, and Thunder Bay)
- Province of Ontario

E. Emergency Purchases

- i) Where an emergency exists requiring the immediate procurement of goods, services or construction, a Division Manager may purchase the required goods, services or construction by the most expedient and economical means notwithstanding any other provision of this policy.
- ii) For all emergencies over \$35,000, the Manager shall file a report to Council dealing with the circumstances of the emergency.

F. Purchase without Budget Appropriation

- i) Where a requirement exists to initiate a project for which goods, services or construction are required and funds are not contained in the Council approved budget, the Division Manager shall, prior to commencement of the purchase process submit a report to Council, for approval, containing;
 - a. Information surrounding the requirement.
 - b. Information on the availability of funds within existing estimates, which were originally approved by Council for the other purposes or on the requirement for additional funds.

5.0 CONTRACTUAL AGREEMENTS

- A. The award of a contract over \$35,000 shall be by way of an agreement. The Division Manager and / or Chief Administrative Officer will have the authority to negotiate contracts on behalf of the Town.
- B. A formal agreement is to be used when the resulting contract is complex and will contain terms and conditions other than the Town of Fort Frances standard contractual terms and conditions.
- C. Changes to a contract, and more specifically add-ons, shall not exceed the project tender limitations for contingencies as defined in the contract, or in the absence of such limitations the variance must not exceed the approved tender amount by more than 10%. The appropriate Executive Committee and Council must approve any changes in excess of those prescribed above prior to proceeding.
- D. The completed contracts are to be returned to the Clerk for execution by the Town.

E. Guarantee of Contract Execution and Performance

- i) The Town shall require that a bid bond or other similar security to guarantee entry into a contract accompany a bid. Unless otherwise specified in circumstances where a bid bond or other security is required the refundable deposit required shall be:
 - a. 5% for projects where Total Acquisition Cost is \$35,000 to \$100,000.
 - b. 10% for project where Total Acquisition Cost is in excess of \$100,000.

- ii) Prior to commencement of work the successful bidder may be required to provide the following security in addition to the security referred to in section 5 (E) (i).
 - a. A performance bond to guarantee the performance of the contract, and;
 - b. A payment bond to guarantee the payment of labour and materials to be supplied in connection with a contract.
- iii) The Manager shall select the appropriate means of guarantee for execution and performance of the contract. Means may include but not be limited to certified cheque, bank draft, irrevocable letter of credit, money order, and, where appropriate a bid bond issued by an approved guarantee company properly licensed in the province of Ontario, on bond forms acceptable to the Town of Fort Frances
- iv) The Clerk shall retain the cash security, bid bond or surety, as the case may be, until a decision is made by Council to award or not to award. At that time, the Clerk shall forward the cash security, bid bond or surety, as the case may be, of the successful Tenderer to the Treasurer for safekeeping. The Clerk shall forward such securities of all unsuccessful Tenderers to the Division Manager of authority to accompany advisement of tender results. The original insurance certificate and WSIB certificate, etc. of the successful Tenderer are to be retained on the file of the Clerk.
- v) Prior to the commencement of work, evidence of insurance coverage satisfactory to the Town must be provided by the successful bidder ensuring indemnification of the Town of Fort Frances from any and all claims, demands, losses, costs, or damages resulting from the performance of bidders obligations under the contract and from any other risk determined by the Town requiring coverage.
- vi) It is the responsibility of the Division Manager of authority to ensure that contracts awarded to out of province contractors that, either:
 - a. A copy of a valid Retail Sales Tax Vendor Permit is obtained from the non-resident contractor; or
 - b. The non-resident contractor file a copy of the letter of compliance issued by the Ontario Retail Sales Tax Branch; or
 - c. If they fail to comply, an appropriate reduction will be made of each payment due to the contractor, and appropriate notification is given to Treasury to remit these funds to the Treasurer of Ontario.
 - d. Copies of all relevant documents are to be forwarded to the Treasurer for inclusion in the Retail Sales Tax File.

6.0 SURPLUS AND OBSOLETE GOODS

- A. The Chief Administrative Officer shall dispose of all goods and services for which a Division no longer has use and the CAO may use any method for disposal in the Town of Fort Frances best interest, including without limitation, public auction, public tender, trade or transfer to another division.
- B. An employee who has the responsibility of declaring goods surplus or obsolete or for sending items to a public auction shall not bid on or personally obtain any goods that the employee has declared as surplus.
- C. No member of Council or Town employee shall be permitted to acquire surplus or obsolete goods except by purchase at public auction, by public tender, trade or negotiated sale.

7.0 Policy Review

- i) This policy shall be reviewed prior to the end of each term of Council and any amendment thereto shall be made prior to the nomination day in the year of the municipal election.
- ii) The review shall determine the policy's effectiveness versus the objectives stated and the requirement of the Municipal Act, 2001 as amended.
- iii) The management team shall undertake the review and the final result of said review are to be reported by the CAO to Council.

SCHEDULE A

The purchasing methods described in this policy do not apply to the following goods and services;

1. Training and Education
 - A. Registration and tuition fees for conferences, conventions, courses and seminars
 - B. Magazines, books and periodicals
 - C. Memberships
2. Refundable Employee/Councillor Expenses
 - A. Advances
 - B. Meal Allowances
 - C. Travel and Entertainment
 - D. Miscellaneous – non travel
3. Employer's General Expenses
 - A. Payroll Deduction Remittances
 - B. Medical
 - C. Licenses (vehicle, firearm, etc)
 - D. Debenture Payment
 - E. Grants to Agencies
 - F. Damage Claims
 - G. Petty Cash Replenishment
 - H. Tax Remittances
4. Professional and Special Services
 - A. Committee Fees
 - B. Legal fees and other professional services related to litigation or legal matters
 - C. Audit Services
 - D. Veterinary Expenses
5. Utilities
6. Advertising services required by the Town on or in but not limited to radio, television, newspaper and magazines
7. Bailiff or collection agencies

SCHEDULE B

	Irregularity/non compliance/issue	Response
1	Late Bid	Automatic rejection, not opened or read publicly
2	Insufficient Financial Security (no bid security or agreement to bond or insufficient bid bond or agreement to bond)	Automatic rejection
3	Bids completed and / or signed in an erasable medium	Automatic rejection
4	All required section of bid documents not completed	Automatic rejection unless the incomplete nature is trivial or insignificant at Town's discretion
5	Bids received on documents other than those provided by the Town	Automatic rejection
6	Bids containing minor obvious clerical errors	48 hours to correct and initial
7	Failure to execute agreement to bond or bonding company corporate seal or signature missing from agreement	Automatic rejection
8	Failure to execute bid or bond by bidder or bonding company	Automatic rejection
9	Erasures, overwriting or strikeouts which are not initialled	48 hours to initial changes
10	Mathematical error which are not consistent with unit price	48 hours to initial changes made by the Town
11	Failure to acknowledge necessary addendum which have financial implications	Automatic rejection
12	Any other irregularities	The manager in charge of bid solicitation and the CAO shall have the authority to waive any other irregularities or grant 48 hours to initial such other irregularities

SCHEDULE C - TENDER PROCEDURES

1. Obtain sealed tenders by placing a minimum of one advertisement in a newspaper of general local circulation. Such advertisement may be supplemented by local radio

announcements and/or additional print publication as may be appropriate. An advertisement may be placed in out-of-town newspapers instead of the local newspaper if it is known that there are no local suppliers. An electronic advertising/tendering will be used for the procurement of goods and services with a total acquisition cost greater than \$100,000 and construction with total acquisition costs greater than \$250,000 as required in the opening of public procurement for Ontario and Quebec.

2. In addition, copies of the tender call may be sent to:
 - a. Condata, 4410 Roblin Blvd. Winnipeg, Manitoba R3R 0E9 Fax: 204-582-8205
 - b. Construction Association of Thunder Bay, 857 North May Street, Thunder Bay, Ontario P7C 3S2 Fax: 807-623-2296
 - c. Winnipeg Construction Association, 290 Burnell Street, Winnipeg, Manitoba R3G 2A7 Fax: 204-783-7805
 - d. Fort Frances Times Fax: 807-274-7286
 - e. Tenderlisting.com
 - f. Town of Fort Frances Web Page
3. It is the responsibility of the Division Manager to ensure that proper tender documents, plans and specifications are prepared and available to prospective Tenderers the day of the advertisement.
4. Where appropriate (construction projects), the Managers are to consult with the Environment and Facilities Superintendent to determine the role and responsibilities of Engineering and/or other operations departments as it relates to the completion of the project. If capability or time commitments do not permit, it is the responsibility of the division in need to seek alternative methods of completing the project specifications.
5. Employee input is valuable to the determination of plans and specifications for items/projects/services etc. to ensure that the Town's needs are met. In situations where employees are users of the item/project/service/etc. Managers shall obtain (and record) employee input into the preparation of tender specifications.
6. In order to recover costs of producing detailed tender documents and drawings, where appropriate, at the discretion of the Division Manager, a fee may be charged for tender documents not to exceed \$50.00.
7. For those projects, goods, or services, where the estimated total tender price is from \$35,000.00 to \$100,000.00, a 5% deposit is required. The deposit by way of certified cheque, bid bond or equivalent in the amount of 5% of the total tender price payable to the Town shall accompany each tender submitted subject to the following. In the case of tender transmitted by facsimile, the original deposit must be received no later than 5 business days after closing of the tender. However, proof of the deposit acceptable to the Town must be included in the tender submission.

8. For those projects, goods, or services, where the estimated total tender price in excess \$100,000.00, a 10% deposit is required. The deposit by way of certified cheque, bid bond or equivalent in the amount of 10% of the total tender price payable to the Town shall accompany each tender submitted. In the case of tender transmitted by facsimile, the original deposit must be received no later than 5 business days after closing of the tender. However, proof of the deposit acceptable to the Town must be included in the tender submission.
9. Deposits of unsuccessful Tenderers will be returned no later than three weeks following the Tender award. Except as otherwise provided for herein, the Deposit of the successful Tender will be returned with the first progress certificate.
10. Construction projects in excess of \$100,000 will require a performance bond or equivalent as determined by the Town. This bond will be held for a period not to exceed 12 months from the date of completion of the project.
11. The Tenderer shall keep its tender open for acceptance for a period of 45 calendar days from the closing time.
12. A tendering number obtained from the office of the CAO shall identify all tender calls.
13. A copy of the advertisement, tender specifications, advertising schedule and direct mailing list if applicable is to be forwarded to the CAO prior to publication.
14. All tender forms are to be submitted in duplicate prior to closing time and date to the Office of the CAO.
15. Tenders shall close at 2:00 p.m. on a Tuesday that is not a holiday unless otherwise specifically authorized by the CAO and instructions to bidders shall note that tenders will be publicly opened at the Fort Frances Civic Centre, 320 Portage Avenue, Fort Frances, Ontario after the specified closing time and date.
16. Tenders will be opened in the presence of the CAO or designee and the applicable Division Manager or designee.
17. Tender openings shall be open to the public.
18. Unless the Town determines otherwise a tenderer will be responsible to complete a Occupational Health and Safety agreement form and submit a valid WSIB clearance certificate.
19. The successful Tenderer(s) shall take out and keep in force, throughout and for the duration of such Tenderer's obligations to and/or contract with the Town such insurance policies and evidence of insurance coverage as determined by the Town. A certified copy of the Policy or certificate thereof shall be deposited with the Town upon signing of the Form of Agreement or as the Town may direct. Some suggested wording which may be included in the insurance policies is as follows:

Such Policy shall name the Town as an additional insured thereunder and shall contain:

- (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Town and any other corporation owned, operated, or controlled by or affiliated with the Town, together with a severability of interest clause and a cross liability clause; and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
20. Tenders are to be opened and read out by the CAO or designee. A formalized checklist - Appendix "A" (attached) is to be completed at time of opening.
 21. Following the opening of tenders and after the completion of the formalized checklist by the CAO or designee, copies of each tender received shall be referred to the appropriate Division Manager or Consultant for tabulation, confirmation of price extensions, analysis of quantities, and qualities, and conformity to plans and/or specifications. Conveyance envelopes are to be only discarded following the completion of the project.
 22. A tender recommendation report will be prepared for Council's approval regarding the tenders received.
 23. This clause may be considered as part of the Tender documents. The division manager or designee will determine its utilization. In the event of any dispute arising in connection with this Tender or Tender process, including, without limitation, a dispute as to whether the bid of any Tenderer was submitted on time, the Town, in its unqualified subjective discretion, may refer the dispute to a confidential arbitration before a single arbitrator at Fort Frances, Ontario, pursuant to the Arbitration Act, 1991, as amended. In the event that the Town refers the dispute to arbitration, the Tenderer agrees that it is bound to arbitrate such dispute with the Town. Unless the Town shall refer such dispute to arbitration, there shall be no arbitration of such dispute.

In the event the Town refers the dispute to arbitration the Town and the Tenderer agree that they shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than 2 days, subject to the discretion of the arbitrator to increase such time. The Town and the Tenderer further agree that there shall be no appeal from the arbitrator's award.

Appendix A
TOWN OF FORT FRANCES – TENDER OPENING

Tender No.: _____

Date: _____

Time: 2:00 p.m. _____,

Committee Room, Civic Centre

Staff Attendance:

Public Attendance:

Attachments:

Deposit; Bid Bond; Agreement to Bond

Tender Opened:
Name/Company
Certificates, Etc.Original
Contractors;
Comments,Duplicate
Amount

1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____
6.	_____	_____	_____
	_____	_____	_____

Signature_____
Envelopes Discarded_____
Duplicates to Department representative in attendance

This report is not meant to be a formal review of tender award – its purpose rather is to record opening particulars – the in-depth and formal review will follow.

TOWN OF FORT FRANCES

Schedule 'D' Purchase Card Policy

INTRODUCTION

Welcome to the **Town of Fort Frances'** Purchasing Card Program. The purpose of this program is to provide our Town of Fort Frances, with an easy, low-cost purchase and payment-processing alternative to petty cash and prepaid purchase orders within established purchasing authorization.

We recommend that you read this guide in its entirety before requesting and/or using your Purchasing Card. This manual provides a variety of information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled monthly and miscellaneous information about the program.

The Purchasing Card Program is based on a standard retail charge card program that has been modified to meet Town of Fort Frances procurement objectives. The Purchasing Card Program was designed to enable you to make direct purchases of specific Town of Fort Frances approved commodities within specific dollar limits, with monthly payments charged to your accounts.

The Purchasing Card Program is not intended to avoid or bypass other appropriate procedures. Instead, it is intended to provide flexibility and autonomy to the Cardholder while complementing current existing purchasing and payment guidelines. **Unlike personal charge cards, the Purchasing Card Program incorporates controls over certain types of expenditures. These controls ensure that the Program can be used only with specific types of merchants and within specific dollar limits.**

Cardholders are asked to use the Purchasing Card responsibly and carefully. Although the Purchasing Card is issued in an individual's name, the charges incurred are the liability of the Town of Fort Frances. **Cardholders do not require personal Credit Applications and the program does not impact your personal credit rating in any way.** Use of the Purchasing Card Program will eliminate the need for staff to use their personal credit card(s) when dealing with Town of Fort Frances approved expenditures. It will greatly reduce the number of PO's handled at all levels thereby reducing Town of Fort Frances costs associated with purchasing processes and accounting transactions. In additional, petty cash expenditures and reimbursements should be reduced.

PURCHASING CARD POLICY

1. The Town of Fort Frances may delegate purchasing authority to departments for the purchase of goods and some services within the established purchasing authorization limits as outlined in the Town of Fort Frances Purchasing Policy. The Town of Fort Frances will set limitations on the type of goods and services that may be purchased on the Purchasing Card.
2. Multiple purchases with a Card are not to be combined to initiate purchases in excess of the assigned limit unless authorized by the Treasurer or designate.
3. Liability for authorized charges on the Purchasing Card rests with Town of Fort Frances, not the individual Cardholder.
4. **Liability for unauthorized personal charges on the Purchasing Card rests with the individual Cardholder.**

BENEFITS OF THE PURCHASING CARD

FOR THE CARDHOLDERS:

- Flexibility
- Reduced reliance on petty cash and POs
- Improved relations with suppliers
- Enhanced controls on point-of-sales
- Personal expenditures for goods & some services is eliminated
- Streamlined approval process
- Fits in your pocket

FOR THE TOWN OF FORT FRANCES:

- Direct access to numerous suppliers.
- Reduced invoice processing during a billing period.
- No inquiries for missing or delayed payments. Vendors are paid directly by the card provider.
- Monthly transaction spending has predetermined limits. Some purchases may be controlled through merchant code blocking.
- All transactions can be monitored daily if required.
- Predetermined user authorization, easy and cost effective purchase management.
- Reduced processing costs.
- Cardholders seek suppliers that accept Purchasing Cards reducing the supplier base.
- One monthly payment for all cardholder transactions will be automatically debited from our account with the bank.

FOR THE SUPPLIERS:

- Increased sales as transactions may now be accepted more readily
- Improved cash flow
- Invoicing expenses reduced
- Confidence that costs associated with services provided will be paid
- Immediate payment

FOR FINANCE DIVISION:

- Reduced invoice/PO processing
- Increased control
- Increased management reporting

RESPONSIBILITIES

CARDHOLDER:

- Applies for a Purchasing Card and completes and signs a Town of Fort Frances Purchasing Cardholder Agreement;
- Immediately signs the card in front of Card Coordinator upon receipt to prevent unauthorized purchases;
- Maintains the security of the Purchasing Card;
- Makes the decision to purchase authorized goods;
- Ensures spending authority approves purchase in advance;
- The Cardholder will either:
 - present the merchandise and the Purchasing Card to the supplier or,
 - select the goods or services, contacts the Supplier via phone or fax and places the order charging the goods to the Purchasing Card;
 - The Cardholder must instruct the supplier to:
 - forward a receipt and packing slip with the goods to the Cardholder and ensure the supplier GST number is on the receipt or packing slip.
 - Inspects and verifies the accuracy and quality of the goods received;
 - Reconciles and verifies all purchasing receipts and statements and forwards the original documents to Finance Division within five days of receiving the CIBC statement;
 - Allocates the appropriate GL account to card transactions;
 - Identifies discrepancies and reports to either the bank or the supplier if the statement is incorrect;
 - Notifies **CIBC Purchasing Card Customer Service** at **1-800-652-3888** and the **Purchasing Card Co-ordinator** (Treasurer -274-5323 Ext 248) immediately regarding **lost or stolen cards**.
 - Notifies the Purchasing Card Co-ordinator in writing of name, telephone, address and department changes.
 - Notifies Purchasing Card Co-ordinator in writing upon employment resignation and returns purchasing card to same.

PURCHASING SERVICES:

- Appoints a Purchasing Card Co-ordinator (Treasurer);
- Performs spot audits to ensure compliance with Purchasing Card policy and procedures, and general purchasing activities;
- Identifies future Purchasing Card enhancements and applications;
- Notifies appropriate administrators and managers of non-compliance issues;
- Provides Cardholder training;
- Assists with problem resolution;
- Develops program literature and documentation.
- Identifies future Purchasing Card program applications and enhancements;
- Works with cardholders to identify appropriate suppliers.

RESPONSIBILITIES

PURCHASING CARD CO-ORDINATOR:

- Approves/Changes/Cancel's Purchasing Cards;
- Establishes and maintains **(Town of Fort Frances)** wide communication;
- Primary contact person for Financial Institution and **(Town of Fort Frances)**
- Primary contact person for PROCARD and **(Town of Fort Frances)**;
- Primary contact person for questions regarding the use of Purchasing Cards for the **(Town of Fort Frances)**;
- Ensures **(Town of Fort Frances)** Purchasing Card Request Form and Cardholder Agreements are completed correctly and approved appropriately;
- Maintains Purchasing Cardholder Agreements, Purchasing Card Applications, Cardholder Limits and Change Requests;
- Informs Cardholders of their responsibilities and obligations for use of the Purchasing Card;
- Advises (financial institution) of changes to status of Cardholders;
- Cancels cards immediately upon employee termination. **(Division managers must immediately notify the Purchasing Card Co-ordinator of the termination of employment of any employee who holds a (Town of Fort Frances) issued Purchasing Card)**;
- Distributes Purchasing Cards and witnesses that each Card is signed on the back by the Cardholder;
- Resolves card blockages with CIBC VISA as required;
- Reviews blockage reports on a monthly basis;
- Reviews and verifies that the monthly transactions are appropriate;
- Ensures cardholder confidentiality.

FINANCE DIVISION:

- Processes the monthly Purchasing Card journal entries to bank;
- Stores and files all Cardholder original receipts and monthly statements as per Revenue Canada guidelines;

TREASURER:

- BAS Interface;
- Audits appropriateness of GL account numbers.

CARD COMPANY:

- Co-ordinates and structures the initial implementation of the Purchasing Card;
- Assists in the development and implementation of specific applications;
- Assists in training and development of Cardholders;
- Manages all aspects related to client services;
- Provides recommendations/solutions to problems and concerns;

- Co-ordinates activities, communication, new account information and electronic data interchange transmissions between the bank and the (Town of Fort Frances);
- Assists the Purchasing Card Co-ordinator with analysis and reports on the Purchasing Card Program.

RESPONSIBILITIES

BANK CUSTOMER SERVICE REPRESENTATIVES:

- Provides Cardholders with telephone information services from 5:00 am to 5:00 pm Pacific Time;
- Provides 24 hour service, seven days per week for card cancellation;
- Takes orders for replacement of damaged cards;
- Provides account balances;
- Answers credit limit inquiries;
- Takes duplicate statement requests;
- Receives lost/stolen card reports;
- Receives name and address changes;
- Resolves problems;

HOW DOES THE PURCHASING CARD WORK?

The Purchasing Card is for business use only!

The Purchasing Card is a commercial VISA credit card. It works similarly to your personal credit card except that there are specific merchant limitations, transaction limits and monthly limits. Each time you use your Purchasing Card, an electronic process verifies that your purchase is within the predetermined limits. If your purchase violates these limits, the supplier will not be able to process your order.

MAKING A PURCHASE

- 1) Determine if your purchase is for authorized goods or services and within your authorized limits.
- 2) Determine the supplier.
- 3) Determine if you will place the order in person or via the telephone/fax. (Remember to ensure that the card number is relayed to the supplier in a secure way.)
- 4) CIBC VISA will pay the supplier for the transaction.

RECEIPTS

Get a receipt from the supplier for each transaction. **Save your receipts! Receipts will be used to reconcile your monthly Purchasing Card Statement.** Receipts that do not clearly list the items purchased will not be considered adequate documentation. If you lose a receipt, attempt to get a copy from your supplier. If it is impossible to get a copy then create one detailing the information required on a receipt and have your supervisor/manager sign it as an authorized proof of purchase.

Receipts include charge slips, cash register receipts or packing slips. For subscriptions, a copy of the renewal notice or initial subscription request is a receipt. A receipt for a guest speaker could be a receipt from a receipt book.

All receipts must include the following information:

- Purchasing Card #
- Itemized description of goods or service purchased
- Supplier name
- Transaction date
- Transaction total
- PST if applicable
- GST
- GST Registration Number
- GL Code(S)

DECLINED PURCHASE

If your purchase is not approved by VISA, call **CIBC Purchasing Card Customer Service** at **1-800-652-3888** to determine the reason for the decline.

The (Town of Fort Frances) **may** set certain MCC (Merchant Code Category) restrictions. Occasionally an authorized supplier may be classified under an MCC that has been restricted. Ask CIBC for the MCC category that caused the decline and then contact the Purchasing Card Coordinator if you experience a blocked purchase.

If you believe that the spending limits are too restrictive then you must have your supervisor/manager complete a new Request for Purchase Card and tick off the Change space.

MERCHANTS WHO DO NOT ACCEPT THE PURCHASING CARD

Anyone from whom you currently purchase goods or services should be considered a potential merchant of the Purchasing Card Program even if they don't accept Purchasing Cards today. The program is not restricted only to retail merchants. There are many industrial suppliers who have recognized the need to accept Purchasing Cards as a form of payment.

Merchants may contact their local bank or financial institution to become CIBC VISA Purchasing Card capable or they may contact the **CIBC Merchant Card Services** for assistance. Most institutions will be able to set up a merchant to process all types of Purchasing Card transactions, so that this form of payment may be accepted from the (Town of Fort Frances).

RETURNING AN ITEM PURCHASED WITH A PURCHASING CARD

For an in-person purchase, return the item directly to the supplier and obtain a credit receipt.

CASH REFUNDS ARE PROHIBITED!

If you made the purchase via the telephone, mail or fax:

- Contact the supplier for return instructions.
- Get a return authorization number (RMA or RA) or a credit number from the supplier. **NOTE:** Some suppliers charge a restocking charge or a handling fee.
- Return the goods to the supplier via an economical shipper such as a courier or the postal mail.
- Note the date of the return. Be sure to check all subsequent Purchasing Card Statements to verify that you have received a credit for the returned item.

REVIEWING AND RECONCILING MONTHLY STATEMENTS

Your monthly Purchasing Card Statement will be mailed to you at the address provided on your Purchasing Card application around the 15th day of each month.

IT IS THE RESPONSIBILITY OF THE CARDHOLDER to verify that he/she has received the monthly statement and verify the accuracy of the statement by reconciling the receipts to the statement. If you do not receive your CIBC statement by the 15th of the month, you may call CIBC Purchasing Card Customer Service to request a screen printcopy, which will be faxed to you.

You are checking for:

- Amounts on the VISA statement that is different from your receipts. (The difference may be a shipping or handling charge).
- Items on the statement that you did not purchase.

NOTE: If you find a discrepancy, follow the instructions under "Incorrect Charges".

Attach the receipts with GL codes noted to the monthly statement in the same order as they appear on the statement.

REVIEWING AND RECONCILING MONTHLY STATEMENTS

Sign the statement. Your signature confirms that:

- the charges are correct with any exceptions noted
- all receipts are attached
- all purchases are authorized (Town of Fort Frances) purchases

Forward the signed statement and receipts to your supervisor/manager for their authorized signature.

Forward the statement and receipts to the Finance Division.

INCORRECT CHARGES

If you find a discrepancy between your quote and statement, call the supplier immediately to resolve the discrepancy. If the matter remains unresolved contact the Purchasing Plan Co-ordinator at 274-5323 x248. If a transaction on the monthly statement does not belong to you contact CIBC Purchasing Card Customer Service at 1-800-652-3888 and advise your Purchasing Card Co-ordinator.

PRODUCT QUALITY/SERVICE

If you receive a product that is either incorrect or defective allow the supplier a reasonable amount of time to either replace the product, resolve the service issue or issue you a credit before you turn the matter over to the Purchasing Card Co-ordinator.

LOST OR STOLEN CARDS

If you have lost your Purchasing Card or had it stolen contact **CIBC Purchasing Card Customer Service at 1-800-652-3888 IMMEDIATELY**. Record the name of the person you contacted and the exact time of the call. Notify the Purchasing Card Co-ordinator immediately after contacting CIBC. CIBC will block further use of the existing card and issue a new card and account number.

SPENDING CONTROLS

Cardholder Monthly Credit Limit

This monthly limit is the maximum dollar amount authorized for a cardholder within a 30 day billing cycle. Spending limits for each (Town of Fort Frances) cardholder vary per card and have been set based on discussions with the Manager in conjunction with the Purchasing Card Co-ordinator.

To allow for ongoing use of each Purchasing Card, cardholder monthly spending limits are replenished automatically by the bank on the day following the issue of statements. The statement day is set for the 4th of each month. Cardholder balances are cleared at midnight on the 4th of each month.

To request an adjustment to your credit limit, a written request approved by the Manager must be forwarded to the Purchasing Card Co-ordinator. Each request received will be reviewed to determine the viability of the request.

AUDITS

The Treasurer will periodically perform internal audits for compliance with Purchasing Card policies and procedures.

The following non-compliant situations may result in cancellation of a Purchasing Card:

- Inadequate supporting documentation for purchases
- Inappropriate purchases
- Monthly statements that have not been reconciled and signed by the Cardholder and Supervisor/Manager

Cardholders may be subject to disciplinary action for the following non-compliant situations:

- Personal use of the Purchasing Card
- Not reporting a lost or stolen Purchasing Card
- Other excessive violations of Purchasing Card policies

PURCHASING CARD CANCELLATIONS

If it is necessary to cancel a Purchasing Card, the Cardholder must return the Purchasing Card to the Purchase Card Coordinator. The Purchasing Card Coordinator will contact the Card Company to immediately cancel the card.

The Purchasing Card Coordinator will cut the card in half and the card may then be disposed of.

Reasons for cancellation:

- Cardholder is no longer employed by the (Town of Fort Frances)
- Cardholder goes on leave without pay
- Cardholder is requested to surrender the Purchasing Card due to violation of policies

AUTHORIZED PURCHASES

Purchasing Cards may be used to purchase the following goods & services:

- Travel related expenses such as hotel accommodation, airline tickets, car rentals, and conference and seminars fees.
- Magazine Subscriptions;
- U.S. purchases or other foreign countries
- Library/Text books;
- CD ROM & video tapes;
- Supplies and materials
- Computer software and hardware;
- Equipment and Furniture including freight and taxes;
- Meeting refreshments such as sandwiches, muffins, tea/coffee and sweets.
- Any other budgeted items within your scope of responsibility

UNAUTHORIZED PURCHASES

Purchasing Cards **must not** be used to purchase the following goods and services:

- Alcoholic beverages, meals (use travel expense report for per diem) and entertainment;
- Systems development/maintenance/enhancements;
- Professional service contracts such as legal, accounting, architecture or engineering services;
- Outsourcing (Town of Fort Frances) facilities support such as repair and services;
- Casual labour;
- Fines, late fees, or penalties;
- Rentals or leases of equipment;
- Equipment service agreement.

TEN WAYS TO PROTECT YOUR CREDIT CARDS

(an excerpt from a Canadian Bankers Association publication)

" You may think these ten rules are unnecessary. But if you ignore them, you make it easy for the wrong people to use your cards.

1. Never leave your cards unattended at work.

There are more card thefts in the workplace than in any other single location.

2. Don't leave credit cards in your vehicle. A very high proportion of credit cards are stolen from motor vehicles.

3. Always check your card when it returned to you after a purchase. Make sure it is your card.

4. When travelling, carry your cards with you, or make sure they are in a secure location.

5. Report lost or stolen cards immediately. Most fraudulent use of cards takes place within days of their being stolen.

6. Sign the back of a new card as soon as you get it. Destroy unwanted cards so no one else can use them.

7. Make a list of all your cards and their numbers. This key information is helpful when reporting lost or stolen cards.

8. Always check your monthly statement. Make sure the charges are yours.

9. Never give your card number over the phone unless you are dealing with a reputable company. The only time you should give it is when **you** have called to place an order.

TREAT YOUR CREDIT CARDS LIKE CASH."

**CANADIAN BANKERS ASSOCIATION
P.O. Box 348, Commerce Court West
Toronto, Ontario
M5L 1G2**

IMPORTANT TELEPHONE NUMBERS

1. LOST OR STOLEN CARDS:

CIBC Purchasing Card Customer Service

Tel: 1-800-652-3888

Fax: 1-888-999-9359

2. QUESTIONS REGARDING CARD ACCOUNT:

CIBC Purchasing Card Customer Service

Tel: 1-800-652-3888

Fax: 1-888-999-9359

3. QUESTIONS REGARDING PURCHASING CARD PROGRAM:

Name: Treasurer

Purchasing Card Co-ordinator

Department: Finance

Tel: 274-5323 extension 248

email: lwitherspoon@fort-frances.com

Gabrielle Lecuyer

From: Douglas Judson
Sent: Monday, March 21, 2022 12:26 PM
To: Gabrielle Lecuyer; Karyn Haney
Cc: Faisal Anwar
Subject: Two Agenda Items for March 28 Council

Good afternoon:

Section 270 of the *Municipal Act, 2001* specifies as follows:

270 (1) A municipality shall adopt and maintain policies with respect to the following matters:

...

3. Its procurement of goods and services. ...

7. The manner in which the municipality will protect and enhance the tree canopy and natural vegetation in the municipality.

Accordingly, the Town of Fort Frances has a procurement policy and a tree policy. I am writing to ask that both policies be sent to the relevant executive committees for discussion, review, and update. In my view, the tree policy should go to OFEC and PDEC and the procurement policy should go to OFEC and AFEC.

I trust you can locate the relevant policies to append to the agenda to accompany this request. I suggest that this request be separated as two separate new business items on the March 28 Council agenda. This email can be used as supporting documentation for each.

Sincerely,

Douglas W. Judson

Councillor

Town of Fort Frances

320 Portage Avenue, Fort Frances, ON P9A 3P9

Town Office: 807.274.5323 | Direct: 807.861.3684

djudson@fortfrances.ca | www.fortfrances.ca

THE TOWN OF FORT FRANCES

Section: Operations and Facilities

Policy: Tree Canopy

Creation Date:	February 2019
Review Date:	
Resolution Number:	Consent February 11, 2019
Supersedes Resolution Number:	
Policy Number:	4.30

Introduction

An urban forest is essential to the current and future health of the Town of Fort Frances residents. A healthy, well maintained urban forest does not come about without forethought, planning and resource commitment. The Town of Fort Frances municipal tree canopy policy presents a strategy for the development of a sustainable urban forest that is capable of surviving well into the future. This forest management policy is supplemental to the Town's other guidance documents such as the Town's Official Plan and Tree Maintenance By-Laws.

Purpose:

The purpose of the Town of Fort Frances Municipal Tree Canopy Policy is to provide the Town with a guideline for effectively managing, sustaining and ensuring the growth of the Town's Municipal Tree Canopy in an arboriculturally sound and cost-effective manner.

Policy:

The Town of Fort Frances will endeavor to maintain and enhance its municipal tree canopy through the adoption of a "no net loss" practice when it comes to its municipal trees.

Where it is required, for a tree to be removed to facilitate road reconstruction, the tree has been damaged, is dead or diseased, the tree poses a threat to residential or municipal property, and the tree falls on the Town's property, the Town will replace said tree with a new tree in a suitable location so as to not impact municipal infrastructure. The tree may not be placed in the same location from which it was taken. The Town will endeavor to replace the removed tree within one year of removal depending on budget availability.

The Town of Fort Frances will consult an arborist to prepare and have in place an installation specification document for the proper installation of trees within the Town boulevards. The specification

will include areas of Town that could see an increase in the tree canopy as well as those areas where there should not be additional plantings. Further this document shall suggest native tree species to be planted to minimize impacts to infrastructure in the vicinity of the tree.

The Town will not install trees within municipal boulevards.

The Town will investigate new technologies for tree planting to mitigate risk to the Town's infrastructure. All Trees planted in proximity of infrastructure that could be impacted will be done so following proper engineering specifications to mitigate damage.

The Town of Fort Frances will require the inclusion of trees within all site plan control and subdivision applications.

The Town of Fort Frances encourages its residents to install trees within the 7.5 meter front yard setback between the boulevard and front of their house.

In an effort to expand the Municipal Tree Canopy, the Town of Fort Frances will offer a memorial Tree program. This program will allow for the purchase of a tree to be planted on public lands in remembrance, observation or acknowledgement of a special event or loved one. An application (Appendix A) shall be submitted by the proponent asking for the tree. The Town of Fort Frances, at its own cost, will replace the tree if it dies within two years of the planting of the tree. Location, species and time of planting will be determined in concert with the Town of Fort Frances Operations and Facilities Division.

Responsibilities:

The protection and enhancement of the Town's Municipal Tree Policy falls within multiple departments of the Town.

Operations and Facilities:

- The O&F Division is in charge of pruning trees within and adjacent municipal land when they interfere with the safe use and maintenance of municipal roads and sidewalks.
- The O&F Division takes complaints of nuisance, diseased, and dead or dying trees within the municipal right of way and properties and removes the trees as manpower is available.

Planning and Development:

- The P&D Division is in charge of ensuring the inclusion of trees in development proposals through the Chief Building Official/Municipal Planner
- Issues surrounding nuisance trees and hedges on private property will be handled by By-Law enforcement.

Fort Frances Power Corporation

- The Fort Frances Power Corporation has a policy governing tree trimming in areas of high voltage primary lines, low voltage secondary lines and street light lines and the trimming or removal of trees on private property that may involve FFPC services.
- During the year as Operations and Facilities inspects properties, instances of trees interfering with FFPC infrastructure will be reported to appropriate FFPC personnel.

The General Public:

The general public is responsible for compliance with the Town's tree installation guide and the Tree Maintenance and Installation By-Law.

Tree Inventory:

The Town of Fort Frances will endeavor to collect an inventory of trees within the Municipal properties within the municipal boundary. The Town will utilize internal staff and other experts to complete and maintain the tree inventory. This inventory will provide the Town with more detailed information on the location, size and condition of the trees within its municipal tree canopy to allow for better decision making in infrastructure planning.

Appendix A

**Town of Fort Frances Memorial Tree Program****Order Form**

Trees may be planted on public lands in remembrance, observation or acknowledgement of a special event.

CUSTOMER INFORMATION			
Name:			
Street Address:		P.O. Box:	
Town/City:	Province:	Postal Code:	
Phone:	Email:		

TREE INFORMATION
Species of Tree:
Proposed Location of Tree:

If a plaque is required, please fill in the box with the information to be included on the plaque

--

- Species of Tree is subject to approval of the Operations and Facilities Division Manager or Designate.
- Location of tree is subject to the approval of the Operations and Facilities Division Manager or designate.
- Cost of tree will be variable based on species chosen.
- If the Tree dies within two years of planting the Town shall replace the tree, if the tree dies after two years the Town will not replace the tree.
- A \$100.00 Deposit is required upon application

 Applicant Signature

 Date



**SOUTH
FRONTENAC**

Office of the Clerk
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2222
amaddocks@southfrontenac.net

March 16, 2022

Sent via email: doug.fordco@pc.ola.org

Attention: Honourable Doug Ford, Premier of Ontario

RE: Dissolution of the Ontario Land Tribunal

Please be advised that the Council of the Township of South Frontenac passed the following resolution at their meeting held March 8, 2022.

Resolution # 2022-13-03

Moved by Councillor Sutherland

Seconded by Councillor Ruttan

WHEREAS Municipalities across this province collectively spend millions of dollars of taxpayer money and municipal resources developing Official Plans that meet current Provincial Planning Policy; and

WHEREAS an Official Plan is developed through months of public consultation to ensure, “that future planning and development will meet the specific needs of (our) community”; and

WHEREAS we are updating our Official Plan to include policies to encourage development of “gentle density”, such as additional dwelling units, to meet the need for attainable housing in our community; and

WHEREAS it is within the legislative purview of Municipal Council to approve Official Plan amendments or Zoning By-law changes that better the community; and

WHEREAS it is also within the legislative purview of Municipal Council to deny Official Plan amendments or Zoning By-law changes that do not better the community; and

WHEREAS municipal planning decisions may be appealed to the Ontario Land Tribunal (OLT; formerly the Ontario Municipal Board or “OMB”), an unelected, appointed body that is not accountable to the residents of South Frontenac; and

WHEREAS the OLT has the authority to make a final decision on planning matters based on a “best planning outcome” and not whether the proposed development is in compliance with approved official plans or consistent with provincial plans and policy; and

WHEREAS all decisions—save planning decisions—made by Municipal Council are similarly only subject to appeal by judicial review and such appeals are limited to questions of law; and

WHEREAS Ontario is the only province in Canada that empowers a separate adjudicative tribunal to review and overrule local decisions applying provincially approved plans; and

WHEREAS towns and cities across this province are repeatedly forced to spend millions of dollars defending Official Plans in expensive, time consuming and ultimately futile OLT hearings; and

WHEREAS lengthy, costly OLT hearings act as a barrier to the development of attainable housing.

NOW THEREFORE BE IT HEREBY RESOLVED THAT South Frontenac Council requests the Government of Ontario **remove planning matters** from the OLT immediately thereby eliminating one of the most significant sources of red tape delaying the development of more attainable housing in Ontario;



**SOUTH
FRONTENAC**

Office of the Clerk
4432 George St, Box 100
Sydenham ON, K0H 2T0
613-376-3027 Ext 2222
amaddocks@southfrontenac.net

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, the Minister of Municipal Affairs and Housing, the Leader of the Opposition, the Leaders of the Liberal and Green Party, all MPPs in the Province of Ontario; the Large Urban Mayors' Caucus of Ontario, the Small Urban GTHA Mayors and Regional Chairs of Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Carried.

Yours truly

Angela Maddocks
Clerk

Copy:

Honourable Steve Clark, Minister of Municipal Affairs and Housing

Andrea Horwath, Leader of the Opposition

Steve Del Duca, Leader of the Ontario Liberal Party

Mike Schreiner, Leader of the Ontario Liberal Party

MPP's in the Province of Ontario

All Ontario Municipalities



Northern Ontario
School of Medicine
École de médecine
du Nord de l'Ontario
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March 16, 2022

Wendy Landry, President
Northern Ontario Municipal Association
Email: president@noma.on.ca

RE: NOSM Expansion Announcement

Dear Wendy,

I write with deep humility and appreciation for your efforts and advocacy for medical education expansion for NOSM. Your voices were heard loud and clear and yesterday the Ontario government added 30 more undergraduate and 41 additional postgraduate positions to our complement to roll out over the next 5 years. The [government press](#) release and the [NOSM media release](#) are attached.

I would be so grateful if you could send this message to the Mayors, Councillors and City Councils on my behalf to say: Thank you, Merci, Marsi, Miigwetch.

Collectively you helped us take a valued and important step in transforming the health-care system in Northern Ontario. With these increases we will eliminate the gaps in health human resources and create equitable access to care in northern Ontario. Now, NOSM will be Canada's first independent medical university and with your ongoing support we will continue to be one of the greatest education and physician workforce strategy success stories of Northern Ontario.

Please accept my sincere gratitude for everything you all did and have done for NOSM. I look forward to speaking at NOMA's annual meeting in April and at the FONOM meeting in May.

With warm regards,

Sarita Verma BA, LLB, MD, CCFP, FCFP
Dean, President, and CEO
Northern Ontario School of Medicine

cc: Andrea Strawson, Executive Director

NEWS RELEASE

Ontario Training More Doctors as it Builds a More Resilient Health Care System

Province Launching Largest Expansion of Medical School Education in Over 10 Years

March 15, 2022
[Office of the Premier](#)

BRAMPTON — The Ontario government is expanding medical school education as it continues to build a stronger, more resilient health care system, especially in growing and underserved communities. Ontario is adding 160 undergraduate seats and 295 postgraduate positions over the next five years, the largest expansion of undergraduate and postgraduate education in over 10 years.

“As our province grows, our government has a plan to build a stronger, more resilient health care system,” said Premier Doug Ford. “We’ve already shored up domestic production of critical supplies like PPE and have added thousands more hospital beds. Now, building on our work to recruit and retain nurses and personal support workers, we’re launching the largest expansion of medical education in ten years.”

This expansion will support all six medical schools across Ontario, including the University of Toronto’s new Scarborough Academy of Medicine and Integrated Health, the Queen’s-Lakeridge Health Campus, the Northern Ontario School of Medicine, Western University, McMaster University and the University of Ottawa. Medical seats will also be allotted to the new Ryerson School of Medicine in Brampton when it becomes operational.

“Ontario’s health care professionals are some of the finest practitioners in the world and that is a testament to the education they receive through Ontario’s universities and colleges,” said Jill Dunlop, Minister of Colleges and Universities. “This expansion will increase access to family and specialty physicians and other health care professionals in every corner of the province to ensure that Ontarians can access the health care they need, when they need it, wherever they may live.”

Expanded undergraduate and postgraduate medical school positions will be allocated as follows:

- Ryerson University will receive 80 undergraduate seats and 95 postgraduate positions
- University of Toronto will receive 30 undergraduate seats and 45 postgraduate positions
- Northern Ontario School of Medicine will receive 30 undergraduate seats, and 41 postgraduate positions
- Queen’s University will receive 20 undergraduate seats and 30 postgraduate positions
- Western University, McMaster University and University of Ottawa will each receive 28 postgraduate positions.

“Ontario’s doctors are key partners of a strong and sustainable health care system,” said Christine Elliott, Deputy Premier and Minister of Health. “Supporting more students to become physicians is a key part of our plan to build up our health care workforce and ensure patients can access the care they need no matter where they live.”

Quick Facts

- The University of Toronto’s new Scarborough Academy of Medicine and Integrated Health will also receive funding for enrolment in life sciences and physical therapy programs.
- To strengthen the health and long-term care workforce, [Ontario is investing \\$342 million](#), beginning in 2021-22, to add over 5,000 new and upskilled registered nurses and registered practical nurses as well as 8,000 personal support workers. In addition, Ontario is investing \$57.6 million, beginning in 2022-23, to hire 225 nurse practitioners in the long-term care sector.

Quotes

"As a growing city with pressing healthcare needs, I'm proud of the fact that the first new medical school in Ontario in over 30 years is being built right here in Brampton. After years of chronic staffing shortages, budget cuts, and neglect from previous governments, our community is finally getting our fair share. Brampton's new medical school will give the eager students of today the opportunity to become the skilled doctors serving our community tomorrow — improving access and quality of care for all Bramptonians."

- Hon. Prabmeet Singh Sarkaria
MPP for Brampton South

"Ryerson University will offer a new approach to medical education in Ontario — one that draws on the university's commitment to community, diversity and inclusion, and innovation to address the changing needs for healthcare delivery and practice. We are encouraged and grateful for this announcement of long-term investment by the government of Ontario and we look forward to shaping the future of healthcare with our partners in Brampton and Peel region."

- Mohamed Lachemi
President & Vice-Chancellor, Ryerson University

Additional Resources

- [Ontario Training More Health Care Workers at Indigenous Institutes](#)
- [Ontario is investing \\$35 million to increase enrolment in nursing education programs in publicly-assisted colleges and universities across the province](#)
- [Ontario is investing over \\$115 million to train up to 8,200 new PSWs at publicly assisted colleges](#)
- [Ontario is providing \\$86 million to help train up to 8,000 PSWs through private career colleges and district school boards](#)
- [Ontario Enhancing Personal Support Worker Training](#)
- [Ontario Establishes New Independent Universities in Northern Ontario](#)

Related Topics

Government

Learn about the government services available to you and how government works. [Learn more](#)

Health and Wellness

Get help navigating Ontario's health care system and connecting with the programs or services you're looking for. [Learn more](#)

Media Contacts

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Premier's Office
Ivana.Yelich@ontario.ca

Bethany Osborne
Minister Dunlop's Office
Bethany.Osborne2@ontario.ca

NOSM University expansion to aid with Northern Ontario physician shortage

Posted on March 15, 2022



Additional spots for MD and residency will contribute to long-term sustainability of physician workforce

On March 15, 2022 the Government of Ontario announced medical school expansion across the province. With this announcement, NOSM University will see an added 30 medical degree and 41 residency spots over the next five years.

“Thank you to Premier Doug Ford, Minister of Health Christine Elliott and Minister of Colleges and Universities Jill Dunlop for making changes that will impact the health of our Northern communities,” says Dr. Sarita Verma, Dean, President and CEO of NOSM. “They have supported the creation of Canada’s first independent medical university effective April 1 and now, with this expansion, are providing new physician spots for the North. It is an exciting time for NOSM University.”

According to NOSM’s estimates, more than 300 physicians are needed in the North and that number does not factor retirements that may take place over the next five years.

“As part of our promise to deliver high quality health care to all parts of Ontario, we are ensuring that the doctors of tomorrow have access to the world-class training that Ontario’s medical schools provide,” says Premier Doug Ford. “This is the largest expansion of medical education in 10 years and is a key element to building a stronger and more resilient province for generations to come.”

NOSM’s latest strategic plan, *The NOSM Challenge 2025*, will move forward with addressing the urgent physician workforce shortage, innovate health professions education and strengthen research capacity while embedding social accountability throughout.

“This is another important step in transforming the health-care system in Northern Ontario to eliminate the gaps in health human resources and create equitable access to care,” says Dr. Verma. “We cannot underestimate the impact that Northern Ontarians make when they pull together and advocate for change. I want to particularly acknowledge the Ontario Medical Association, the Federation of Northern Ontario Municipalities and the Northwestern Ontario Municipal Association and their members. Municipalities, big, small and all, have had loud voices heard at Queen’s Park.”

NOSM currently enrolls 64 MD students and 60 first-year residents per year.

– 30 –

NOSM University is Canada’s first independent medical university and one of the greatest education and physician workforce strategy success stories of Northern Ontario. More than just a medical university, it was purpose built to address the health needs of the region. While advocating for equitable access to care, the University contributes to the economic development of Northern Ontario. NOSM University relies on the commitment and expertise of the peoples of Northern Ontario to educate health-care professionals to practise in Indigenous, Francophone, rural, remote and underserved communities. With a focus on diversity, inclusion and advocacy, NOSM University is an award-winning, socially accountable organization renowned for its innovative model of distributed, community-engaged education and research.

Through evidence-based strategies and health-care service models, NOSM University advocates for sustainable solutions for health human resources in Northern Ontario. By preparing, attracting and retaining health-care professionals, the University will improve access to equitable, high-quality health care in the North with an aim to eliminate the gaps.

For further information about NOSM, please contact:

Kimberley Larkin
Manager, Communications
Northern Ontario School of Medicine
Phone: 705-669-7943
Email: klarkin@nosm.ca

March 23, 2022

Hon. Steve Clark
Minister of Municipal Affairs and Housing
College Park, 17th Floor
777 Bay St.
Toronto, ON M7A 2J3

**RE: Resolution from the City of Waterloo passed March 21st, 2022 re: Ontario
Must Build it Right the First Time**

Dear Minister Clark,

Please be advised that the Council of the Corporation of the City of Waterloo at its Council meeting held on Monday, March 21st, 2022 resolved as follows:

WHEREAS the Province of Ontario adopted greenhouse gas reduction targets of 30% by 2030, and emissions from buildings represented 22% of the province's 2017 emissions,

WHEREAS all Waterloo Region municipalities, including the City of Waterloo, adopted greenhouse gas reduction targets of 80% below 2012 levels by 2050 and endorsed in principle a 50% reduction by 2030 interim target that requires the support of bold and immediate provincial and federal actions,

WHEREAS greenhouse gas emissions from buildings represent 45% of all emissions in Waterloo Region, and an important strategy in the TransformWR community climate action strategy, adopted by all Councils in Waterloo Region, targets new buildings to be net-zero carbon or able to transition to net-zero carbon using region-wide building standards and building capacity and expertise of building operators, property managers, and in the design and construction sector,

WHEREAS the City of Waterloo recently adopted a net-zero carbon policy for new local government buildings and endorsed a corporate greenhouse gas and energy roadmap to achieve a 50% emissions reduction by 2030 for existing local government buildings and net-zero emissions by 2050 (provided the provincial electricity grid is also net-zero emissions),

WHEREAS the draft National Model Building Code proposes energy performance tiers for new buildings and a pathway to requiring net zero ready construction in new buildings, allowing the building industry, skilled trades, and suppliers to adapt on a predictable and reasonable timeline while encouraging innovation;

WHEREAS the Ministry of Municipal Affairs and Housing is consulting on changes for the next edition of the Ontario Building Code (ERO #: 019-4974) that generally aligns with the draft National Model Building Code except it does not propose adopting energy performance tiers, it does not propose timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier, and, according to Efficiency Canada and The Atmospheric Fund, it proposes adopting minimum energy performance standards that do not materially improve on the requirements in the current Ontario Building code;

WHEREAS buildings with better energy performance provide owners and occupants with lower energy bills, improved building comfort, and resilience from power disruptions that are expected to be more common in a changing climate, tackling both inequality and energy poverty;

WHEREAS municipalities are already leading the way in adopting or developing energy performance tiers as part of Green Development Standards, including Toronto and Whitby with adopted standards and Ottawa, Pickering, and others with standards in development;

WHEREAS the City of Waterloo is finalizing Green Development Standards for its west side employment lands and actively pursuing Green Development Standards in partnership with the Region of Waterloo, the Cities of Kitchener and Cambridge, and all local electricity and gas utilities through WR Community Energy;

WHEREAS while expensive retrofits of the current building stock to achieve future net zero requirements could be aligned with end-of-life replacement cycles to be more cost-efficient, new buildings that are not constructed to be net zero ready will require substantial retrofits before end-of-life replacement cycles at significantly more cost, making it more cost-efficient to build it right the first time.

THEREFORE BE IT RESOLVED THAT Council request the Province of Ontario to include energy performance tiers and timelines for increasing minimum energy performance standards step-by-step to the highest energy performance tier in the next edition of the Ontario Building Code, consistent with the intent of the draft National Model Building Code and the necessity of bold and immediate provincial action on climate change;

THAT Council request the Province of Ontario to adopt a more ambitious energy performance tier of the draft National Model Building Code as the minimum requirement for the next edition of the Ontario Building Code than those currently proposed;

THAT Council request the Province of Ontario provide authority to municipalities to adopt a specific higher energy performance tier than the Ontario Building Code, which would provide more consistency for developers and homebuilders than the emerging patchwork of municipal Green Development Standards;

THAT Council request the Province of Ontario to facilitate capacity, education and training in the implementation of the National Model Building Code for municipal planning and building inspection staff, developers, and homebuilders to help build capacity; and

THAT this resolution be provided to the Minister of Municipal Affairs and Housing, to area MPPs, and to all Ontario Municipalities.

Please accept this letter for information purposes only.

If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in cursive script that reads 'Julie Scott'.

Julie Scott
City Clerk, City of Waterloo

CC (by email):

Catherine Fife, M.P.P (Waterloo)
Laura Mae Lindo, M.P.P (Kitchener Centre)
Belinda C. Karahalios, M.P.P (Cambridge)
Amy Fee, M.P.P (Kitchener-South Hespeler)
Mike Harris, M.P.P (Kitchener-Conestoga)



PORT COLBORNE

March 22, 2022

Moved by Councillor E. Beauregard
Seconded by Councillor A. Desmarais

WHEREAS the **Year of the Garden 2022** celebrates the Centennial of Canada's horticulture sector; and

WHEREAS gardens and gardening contribute to the quality of life of our municipality and create safe and healthy places where people can come together; and

WHEREAS the **Year of the Garden 2022** will highlight and celebrate the important contribution of gardeners, our local gardening organizations, horticultural professionals and local horticultural businesses which contribute to garden culture and the experience garden of our municipality; and

WHEREAS gardens and gardening have helped us face the challenges of the COVID pandemic; and

WHEREAS Communities in Bloom in collaboration with the Canadian Garden Council, invites all municipalities to celebrate the Year of the Garden; and

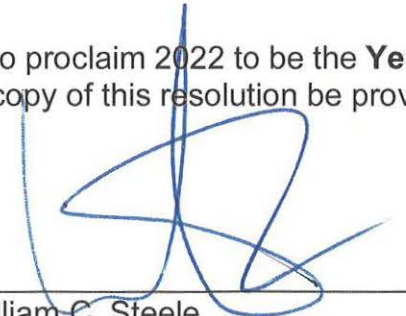
NOW THEREFORE I, Mayor William C. Steele, do hereby proclaim 2022 as the **Year of the Garden**, in the City of Port Colborne. In celebration of the contribution of gardens and gardening to the development of our country, our municipality and the lives of our citizens in terms of health, quality of life and environmental challenges; and

THAT the Saturday before Father's Day, June 18 in 2022, be recognized as Garden Day in the City of Port Colborne as a legacy of Canada's Year of the Garden 2022; and

THAT the City of Port Colborne is committed to be a Garden Friendly City supporting the development of its garden culture; and

THAT all municipalities across Canada be invited to proclaim 2022 to be the **Year of the Garden** in their respective municipalities, and that a copy of this resolution be provided to all municipalities of Ontario, for that purpose.




William C. Steele
Mayor



March 14, 2022

The Honourable Greg Rickford
 Minister of Indigenous Affairs
 Minister of Northern Development, Mines, Natural Resources and Forestry
 Whitney Block, Room 5630
 99 Wellesley St. W
 Toronto, Ontario
 M7A 1W1

Submitted via email.

Re: Ontario's Natural Resource Users say Public Forest Road Infrastructure Key Ask for Ontario's 2022-23 Budget

Minister Rickford,

On behalf of our organizations and members, we fully support your government's focus on building public infrastructure. Significant investments have been made in highways, northern community infrastructure, and road networks to the Ring of Fire. In response to the increased use of forest roads, required maintenance and upgrades of critical forest road infrastructure, and inflationary pressures, we ask the provincial government to increase the Forest Access Roads Funding Program to \$100 million in the 2022-23 budget. This program is a successful public-private partnership that leverages tens of millions of dollars in private investment for essential public infrastructure, supporting thousands of jobs across Ontario.

Forest roads provide essential social, cultural, wellness, and economic opportunities for First Nations and the citizens of Ontario by providing safe and affordable access to the province's abundance of parks, natural spaces, rivers, lakes, and forests. Users include tens of thousands of people and businesses from all regions of Ontario that participate in important sectors such as tourism, prospecting and mining, forestry and wood products manufacturing, and renewable energy. Furthermore, our forest roads support culturally and economically important activities such as camping, fishing, hunting, trapping, gathering natural foods and guiding; pursuits that have boomed throughout the COVID-19 pandemic. Forest roads are necessary for all these activities to continue playing an essential role in the lives and livelihoods of First Nations, Ontario families, and visitors, particularly in remote, rural, and hard to access areas.

Forest roads are vital for public safety in northern and rural areas. Firefighters frequently use them to attack wildfires before they reach population centres. 2021 was a record fire season in Ontario, making a well-maintained and far-reaching network of forest access roads more essential than ever. Roads are also frequently used by first responders who need to provide emergency services in remote locations. In healthcare emergencies, time is of the essence, and having well-maintained public infrastructure enables first responders to save lives in First Nations and communities in rural Ontario.

We appreciate the ongoing support of this program by your government. Increasing the funding envelope to \$100 million will allow the program to keep pace with inflation, the increased use of Ontario's forests, and accelerate economic development across northern and rural Ontario. By taking this action, we can kickstart a strong post-COVID economic recovery for our sectors, increase access for First Nations who rely on forest roads, enable Ontarians to explore our beautiful outdoors, and to continue building critical infrastructure across the province.

Thank you.

Anishinabek Nation
 Bingwi Neyaashi Anishinaabek
 Federation of Northern Ontario Municipalities
 Northwestern Ontario Municipal Association
 Ontario Federation of Anglers and Hunters
 Ontario Forest Industries Association
 Ontario Fur Managers Federation
 Ontario Mining Association
 Ontario Prospectors Association
 Ontario Waterpower Association
 Red Rock Indian Band
 Rural Ontario Municipal Association
 The Town of Hearst
 Thunder Bay Chamber of Commerce
 Timmins Chamber of Commerce
 Unifor
 United Steelworkers

CC Hon. Caroline Mulroney, Minister of Transportation
 Hon. David Piccini, Minister of Environment, Conservation and Parks
 Hon. Kinga Surma, Minister of Infrastructure
 Hon. Lisa Thompson, Minister of Agriculture, Food and Rural Affairs
 Hon. Peter Bethlenfalvy, Minister of Finance
 Hon. Prabmeet Sarkaria, President of the Treasury Board
 Hon. Steve Clark, Minister of Municipal Affairs and Housing
 Hon. Todd Smith, Minister of Energy
 Hon. Vic Fedeli, Minister of Economic Development, Job Creation and Trade

Quotes

"Forest access roads are an important economic driver that employs Indigenous people and supports Indigenous-owned businesses across northern Ontario. They are an investment in the future of our communities."

– **Regional Deputy Grand Council Chief Melvin Hardy, Anishinabek Nation**

"Forest access roads are critical public infrastructure that enables investments and upgrades in our communities. A well-maintained northern road network provides access to first responders to help our people during healthcare emergencies where every minute counts. Also, having maintained access roads in place year-round is critical to our First Nation's members being able to exercise their rights to hunt, fish, trap and practice their cultural activities on the land".

– **Chief Paul Gladu, Bingwi Neyaashi Anishinaabek**

"Being able to get out and experience the great outdoors is one of the reasons that we love living in northern Ontario. Forest access roads allow Ontarians to explore all parts of our beautiful province and enjoy recreational activities in all seasons while providing economic development opportunities in regions of the province that need it the most."

– **Councillor Danny Whalen, President, Federation of Northern Ontario Municipalities**

“Expanded funding for forest access roads means expanded economic development opportunities for the many communities that depend on them, including Timmins. Sectors from natural resources to tourism would experience faster growth and a stronger post-pandemic recovery with the enhanced funding, and we at the Timmins Chamber of Commerce support this vision.”

- **Rob Knox, President, Timmins Chamber of Commerce**

“All natural resource industries depend on a comprehensive and well-maintained road network to develop their projects and sell to the marketplace. The Ontario Mining Association fully supports the ask to enhance the Forest Access Roads Funding program to \$100 million annually.”

– **Chris Hodgson, President, Ontario Mining Association**

“Without road access to deposits, it would be impossible for Ontario’s prospectors to explore and develop new and exciting projects. Well-maintained public road infrastructure is essential to our industry, northern economic development, and improving the quality of life for all Ontarians.”

– **Garry Clark, Executive Director, Ontario Prospectors Association**

“The Ontario Waterpower Association supports actions to promote economic development in Ontario’s north. It is forecasted that waterpower generators across northern Ontario will spend \$1 billion on their existing assets in the next five years. Infrastructure programs, like the Forest Access Roads Funding Program, are essential to building and maintaining Ontario’s vast waterpower resources. “

– **Paul Norris, President, Ontario Waterpower Association**

“Job creation is more essential than ever as we look at a long and difficult economic recovery. Expanded support for forest access roads would create jobs across the north, including right here in Thunder Bay, and we support this call to increase the program’s funding envelope to \$100 million.”

- **Charla Robinson, President, Thunder Bay Chamber of Commerce**

“Recovering from the economic impacts of COVID-19 is going to be a long and difficult process for municipalities across Ontario, especially in northern and remote regions. Investing in our forest access roads will accelerate the recovery process for municipalities throughout northern Ontario and create skilled, stable jobs. Forest roads are the lifeblood of our communities.”

– **Mayor Wendy Landry, President, Northwestern Ontario Municipal Association**

“Increased infrastructure spending is going to be an essential step in Ontario’s post-pandemic economic recovery. We’re proud to join this call for expanding financial support for the Forest Roads Access Program and looking forward to the jobs, economic development, and prosperity that it will generate.”

- **Jason Lacko, Representative, United Steel Workers**

“Increasing the funding envelope for forest access roads will create hundreds of good-paying jobs in municipalities across Ontario. It’s essential to construct and maintain this critical infrastructure to enable communities across Ontario to reach their full potential.”

– **Mayor Robin Jones, Chair, Rural Ontario Municipalities Association**

“Enhancing funding for forest access roads won’t just build critical public infrastructure across Ontario. It will support strong union jobs and careers throughout the province. This is an investment in Ontario’s recovery and the future of the northern economy.”

– **Gary Bragnalo, National Representative, Unifor**

“The Ontario government understands the importance of public infrastructure and the forest industry. Leveraging and expanding this successful private-public partnership will provide unequalled value to the people of Ontario.”

– **Ian Dunn, President & CEO, Ontario Forest Industries Association**

“Forest access roads are essential for our community. They enable our residents to access emergency services in times of crisis and to enjoy the many recreational activities that our beautiful landscape has to offer.”

– **Mayor Roger Sigouin, City of Hearst**

“Enhancing the Forest Access Roads Funding Program is an investment in critical northern infrastructure that pays huge returns for the people of Ontario. Crown forests have long been a gateway for anglers and hunters to spread out across the province and enjoy a diversity of world-class opportunities, that in turn support the economic and social wellbeing of rural and northern communities. The return on investment from fishing and hunting alone is worth it, but the broad multi-use public, community, and industry benefits make it all the more significant.”

– **Matt DeMille, Director of Policy & Programs, Ontario Federation of Anglers and Hunters**

“Investing in the Forest Access Roads Funding Program is critical to building and maintaining existing road infrastructure. This is important to the people of Ontario and beyond. Commercial sectors depend on and require this infrastructure to be well maintained for their needs. Furthermore, these roads are critical to the enjoyment of thousands of people who access our natural resources, spend time with family and friends, and create memories that last a lifetime. In this modern-day and age, Trappers depend on this type of infrastructure to manage furbearer and predator populations which jurisdictional wildlife managers depend on to help keep our ecosystem healthy and balanced.”

– **Robin Horwath, General Manager, Ontario Fur Managers Federation**



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 079-22

Title: Information List #05-22 Township of South Glengarry Resolution re: Abandoned Cemeteries

Date: Tuesday, March 15, 2022

Moved by Councillor Holmes

Seconded by Councillor Dalgity

BE IT RESOLVED THAT the Council of the Municipality of Mississippi Mills hereby supports Prince Edward County's call for government action concerning the current legislation and regulations surrounding municipal requirements to take over and maintain abandoned operating cemeteries;

AND FURTHERMORE that a copy of this resolution be sent to the Minister of Government & Consumer Services, ROMA, the Eastern Ontario Wardens Caucus and all Ontario municipalities.

CARRIED

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.



Casey Munro, Deputy Clerk



**The Corporation of the
Municipality of Mississippi Mills**

Council Meeting

Resolution Number 080-22

Title: Information List #05-22 Town of Bracebridge Resolution re: Joint and Several Liability Reform

Date: Tuesday, March 15, 2022

Moved by Councillor Holmes

Seconded by Councillor Dalgity

WHEREAS municipal governments provide essential services to the residents and businesses in their communities; and

WHEREAS the ability to provide those services is negatively impacted by exponentially rising insurance costs; and

WHEREAS one driver of rising insurance costs is the legal principle of “joint and several liability”, which assigns disproportionate liability to municipalities for an incident relative to their responsibility for it; and

WHEREAS the Government of Ontario has the authority and responsibility for the legal framework of “joint and several liability”; and

WHEREAS the Premier of Ontario committed to review the issue in 2018 with a view to helping municipal governments manage their risks and costs; and

WHEREAS the Provincial Review was conducted in 2019 with AMO and municipalities fully participating; and

WHEREAS the results of the Provincial Review have not been released and municipalities are still awaiting news of how the Attorney General will address this important matter; and

WHEREAS the Association of Municipalities of Ontario (AMO) on behalf of municipal governments has provided recommendations in their document “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to align municipal liability with the proportionate responsibility for incidents and capping awards; and

WHEREAS The Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) has written to the Attorney General in support of the abovementioned recommendations provided by AMO;

NOW THEREFORE BE IT RESOLVED THAT THE CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS RESOLVES AS FOLLOWS:

1. That the Municipality of Mississippi Mills calls on the Attorney General of Ontario to work with municipal governments to put forward a plan of action to address “joint and several liability” before the end of the government’s current term.
2. That the Municipality of Mississippi Mills supports the seven (7) recommendations contained in the AMO submission “Towards a Reasonable Balance – Addressing Growing Municipal Liability and Insurance Costs” to re-establish the priority for provincial action on this issue.
3. That a copy of this resolution be forwarded to Attorney General, the Honourable Doug Downey; the Minister of Municipal Affairs and Housing, the Honourable Steve Clark; AMO President, Jamie McGarvey, AMCTO President, Sandra MacDonald; and all Municipalities in Ontario.

CARRIED

I, Casey Munro, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.



 Casey Munro, Deputy Clerk



TOWN OF FORT FRANCES

MINUTES

March 7, 2022

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held virtually and in the Civic Centre on March 7, 2022 from 8:30 a.m. to 8:48 a.m.

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

ALSO PRESENT: F. Anwar, CAO, C. Vangel, CBO/Planner, K. Haney, Deputy Clerk

REGRETS: P. Briere, By-law Enforcement Officer

1. Call to Order - Session no. 19/Roll Call

1.1 Chair John McTaggart called the meeting to order at 8:30 a.m.

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

3. Approval of Previous Committee Minutes

3.1 Planning and Development Executive Committee - Session no 18 - 22 Feb 2022 - Accepted as presented.

4. Items Referred from Council

4.1 Proposed Telecommunications Tower - 238 Church Street - Request for Letter of Concurrence - Temporary installation required on same parcel of land to maintain service between tower becoming operational. Policy may be looked at going forward to ensure consistency. Recommendation back to Council to issue letter of concurrence.

4.2 Flint House - Front Street (Marina) Food Truck & Patio Request - Pending further feedback from CSEC, Committee is prepared to advance to Council meeting of 14 March 2022.

5. New Business - none

6. Outstanding Items - none

7. Information

7.1 PDEC Report - February By-Law Stats - Approved as presented

8. In-Camera - none

9. Adjourn - Next Meeting Date - 21 March 2022

9.1 The meeting adjourned at 8:48 a.m.

Executive Committee Chair

Secretary, Planning & Development Executive
Committee



TOWN OF FORT FRANCES

MINUTES

SESSION NO. #005

March 9, 2022

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday March 9, 2022 from 8:30 a.m. to 8:52 a.m.

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

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, Craig Miller (8:30 a.m. - 8:52 a.m.) and Cody Vangel (8:30 a.m. to 8:45 a.m.)

1 Call to Order/Roll Call

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on February 23, 2022 - the minutes from the previous meeting were approved as circulated.

4 New Business

4.1 Award of Tender 22-OF-02 - Three (3) Year Equipment/Vehicle Rental - the administration report was approved as presented.

4.2 2021 Drinking Water System Annual Report - Schedule 22 - the annual report was approved as presented.

5 Information

5.1 2022 Tonnage at the Landfill Site - the Landfill data was received and will be forwarded on to Council as information only. No action required.

6 Adjourn / Next Meeting Date

6.1 The meeting was adjourned at 8:52 a.m.

Next meeting March 23, 2022

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

Downtown BIA – AGM & Board of Management Meeting**Wednesday, 16 February 2022****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	P
Shelley Wepruk Secretary	P	Stacey Cridland Flint House	P
Pam Williams) 4 Your Pets	P	Ed Gackley Flinthouse	A
Scott Krienke-Turvey Inkspotz	P	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 8:02 ... 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 –16 Februry, 2022**

Copies of the minutes from the 12 January, 2022 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pam Williams/Pat Gartshore

TO accept the minutes presented of 12 January 2022

Also to ratify all motions made on that date.

No against or abstentions

3. Accounts Payable & Financial Report**Motion #2 –Scott Krinkie-Turvey/Pat Gartshore**

TO accept the total payable for February 2022 in the amount of \$5,911.48

No against or abstentions

4. New Business - Call for New Business

1. Main Street Project
2. Quorum
3. Culturama

Board of Management Meeting –16 February 2022**Page 1 of 2**

5. Committee Reports

Finance and Administration Committee

1. Over \$100,000.00 in surplus. Board is considering reimbursing a portion of the surplus to businesses to help lower their taxes this year.
- 2.

Motion #3 Scott Krienke-Turvey/Stacey Cridland

TO increase our line items in budget by 15%.

Also to ratify all motions made on that date.

No against or abstentions

Motion #4 Scott Krienke-Turvey/Shelley Wepruk

TO have Town issue a cheque to each B.I.A. tax paying business for a one time tax refund, if feasible

Also to ratify all motions made on that date.

No against or abstentions

Promotions Committee

1. Fort Frances Times Ad. Not much coming up in near future.

Motion #5 Scott Krienke-Turvey/Pat Gartshore

TO spend \$400.00 with KDSM re ice fishing contest if viable and after 28 February.

Also to ratify all motions made on that date.

No against or abstentions

Motion #6 Stacey Cridland/Pat Gartshore

TO spend \$2,000.00 on advertising between both radio stations for “Welcome back Americans” ads.

Also to ratify all motions made on that date.

No against or abstentions

2. Pam would like to make sure all manner of businesses be included in our advertising: eg pet supplies, banks, restaurants, etc.

Maintenance Committee

1. Spring baskets are good to go. Remind Twila that only 34 baskets are required.

Chamber of Commerce

1. Rapid Testing: Walmart will be distributing the rapid tests through their customer service station. The kits are not yet in.
2. Drill & Chill : a virtual fishing contest on Rainy Lake the last week in February.
3. Medallion Hunt: Clues will be put up every morning at 9a.m. for participants.
4. Business Expo: May 13 & 14 at curling club. STAY-CATIONS will be the main focus.

Social Media

- 1 Will be posting welcoming to US visitors.

6. New Business

1. Culturama: Last week in August. Trying to contain event to Scott Street. Tents will be places in Market Square. This event is being spearheaded by the Museum.

2. Main Street Project was discussed.

Motion #7 Scott Krienke-Turvey/Pat Gartshore

TO apply for Main Street Project with RRFDC and Town of Fort Frances as Partners.

Also to ratify all motions made on that date.

No against or abstentions

3. Can we lower our number people required to have a quorum at meetings

7. Old Business –

1 Christmas Tree: letter sent be to town asking for permission to erect a Christmas tree in Market Square. We need to know rules for putting it in. Ask them to put in where we can put it and will town help us with this project.

2. Speed Limit: Pam passed out a letter she drafted regarding our request to have the speed limit lowered and our reasons for making the request.

Setting of Next Board Meeting

4. Motion Scott Krienke-Turvey

To close the meeting

No against or abstentions

All in agreement – Meeting Closed at 9:11 a.m.

Our next meeting date will be 9 March, 2022 at Flint House.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M.



TOWN OF FORT FRANCES

MINUTES

March 7, 2022

The meeting of Community Services Executive Committee of the Town of Fort Frances was held virtually and in the Memorial Sports Centre - '52 Canadians Meeting Room on March 7, 2022 from 10:30 a.m. to 10:50 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: F. Anwar, CAO, R. Armit, Lifeguard Supervisor, C. Vangel, CBO

1 Call To Order/Roll Call - Session #48

1.1 The meeting was called to order by Chairperson Behan at 10:30 a.m.

2 Disclosure of conflict of interest and the general nature thereof: none

3 Approval of Previous Committee Minutes:

3.1 Session no 47 - 07 February 2022 - Approved as presented

4 Items Referred from Council:

4.1 Flint House - Front Street (Marina) Food Truck & Patio Request

4.2 CORR: Eric C. Keast re: Public Art Enquiry - Committee recommends support of grant. Item to move forward to Council meeting of 14 March 2022.

4.3 Fort Frances Senior Centre Special Occasion permit request
Awaiting input from Sister Kennedy Centre Meeting scheduled for 10 March 2022.
Item to be brought back next meeting.

5 New Business: none

6 Information: none

7 In-Camera: none

8 Adjournment / Date of Next Meeting: March 21, 2022

8.1 The meeting adjourned at 10:50 a.m.

M.Behan, Executive Committee Chair

, Recreational and Culture Manager