



## REGULAR MEETING OF COMMITTEE OF THE WHOLE AGENDA

September 12, 2022 5:30 PM

MEETING - Committee Room and Council Chambers, Civic Centre

Session # 105

Microsoft Teams meeting

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Meeting ID: 227 680 656 236

Passcode: FzzCmA

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[+1 807-701-5975,,477460998#](#) Canada, Thunder Bay

Phone Conference ID: 477 460 998#

Page

### 1. Call to Order

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

### 3. Delegations/Deputations:

5 - 9

3.1 Section 357/358 Application for 842 Second Street East

**Recommendation:** THAT Council approve Report # AR-22-0031 for the adjustment of taxes for 2022 under Section 357/358 of the Municipal Act for property located at 842 Second Street East.

10 - 25

3.2 Justyna Garpos, Project Manager, WSP Canada Inc, - Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review

**Recommendation:** THAT the deputation from Justyna Garpos, Project Manager, WSP Canada Inc regarding the Town of Fort Frances New Official Plan and Comprehensive Zoning By-Law Review be received as information

26 - 33

3.3 Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of a battery energy storage facility at the Lagoon property.

**Recommendation:** THAT the deputation from Mitch Lepage, Rob Coulbeck, Alex Eidson, SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc to request a resolution from town council supporting the development of an battery energy storage facility at the Lagoon property be received with appreciation

AND THAT the request be referred to the CBO\Planner for a recommendation

**4. Council Reports on Board & Committee Activity:**

4.1 Mayor Caul - Verbal Update

Councillor McTaggart - Verbal Update

Councillor Judson - Verbal Update

Councillor Wiedenhoeft - Verbal Update

**5. Consent Agenda:**

34 - 35

5.1 Lame Duck Council

**Recommendation:** THAT Council receive the report number AR-22-0026 from the Municipal Clerk / Returning Officer advising that the Council of the Town of Fort Frances effective August 19 to November 14 2022 is now deemed Lame Duck as defined in the Municipal Elections Act

36

5.2 Letter from La Verendrye General Hospital Auxiliary re: Request to waive calendar parking Nelson Street

THAT Council approval of this report AR-22-0043 will authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the La Verendrye General Hospital Auxiliary event. being held October 16th, 2022, from 2:00pm to 4:00pm.

37

5.3 Letter from Fort Frances Senior's Centre re: Request to waive calendar parking in the 400 & 500 blocks of Nelson Street

THAT Council approval of this report AR-22-0044 will: authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the Seniors' Fair being held October 26th, 2022 from 9:00am to 4:00pm.

**6. Administration and Finance Division:**

38 - 44

6.1 Minutes of Settlement for 838 Huffman Court (2020)

**Recommendation:** THAT Council approve Report # AR-22-0033 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period December 9, 2020 to December 31, 2020 with a total impact of \$82.53.

45 - 51

6.2 Minutes of Settlement for 838 Huffman Court (2021)

**Recommendation:** THAT Council approve Report # AR-22-0035 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period January 1, 2021 to December 31, 2021 with a total impact of \$1,339.57.

52 - 58

6.3 Minutes of Settlement for 401-405 Scott Street (2022)

**Recommendation:** THAT Council approve Report # AR-22-0036 thereby processing the request for reconsideration minutes of settlement for the property located at 401-405 Scott Street for the period January 1, 2022 to December 31, 2022 with a total impact of \$1,387.44.

- 59 - 61      6.4      Office of the Clerk Status Update and Reconciliation Policy / Plan

**Recommendation:** THAT Council receive report AR-22-0027 from the Municipal Clerk relating to the Office of the Clerk Status Update and the Reconciliation Policy/Plan as information

AND THAT the reconciliation policy be postponed to be included in the new strategic plan with input and mandate for the First Nations Relations Advisory Committee

- 62 - 68      6.5      Establishment of the 2022 Municipal Election Compliance Audit Committee

**Recommendation:** THAT Council approval of this report AR-22-0025 from the Municipal Clerk / Returning Officer will agree to proceed with the enactment of a By-Law to establish the legislated required Compliance Audit Committee for the 2022 Municipal Elections

#### **7. Community Services Division:**

- 69 - 70      7.1      Award of RFP-CSEC-01 - Provision of Canteen Services at the Memorial Sports Centre

**Recommendation:** THAT the Council receive report AR-22-0039 and approves the award of RFP-CSEC-01 to Tess Coish, proprietor of Tess's Kitchen; and

FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

#### **8. Planning and Development Division:**

- 71 - 90      8.1      Active Transportation Fund Grant Agreement

**Recommendation:** THAT the Council of the Town of Fort Frances approve Report # AR-22-0029 and agree to enter into a funding agreement with her majesty the Queen in right of Canada for the acceptance of funding under the Permanent Public Transit Program – Active Transportation Fund Grant Agreement for the La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design; and

FURTHER THAT the authorizing by-law be brought forward to a future meeting of Council where the Mayor and Clerk will be authorized to execute the agreement on behalf of the Corporation.

- 91 - 151      8.2      Former Mill Properties Conceptual Land Use Plan - Resolution of Support

**Recommendation:** THAT Council of the Town of Fort Frances approve Report # AR -22-0030 and supports, in general, the Conceptual Land Use Plan

for the Former Mill Properties as prepared by Scatliff + Miller + Murray May 2022.

**9. Operations and Facilities Division:**

- 152 - 171      9.1      GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

THAT Council approval of report AR-22-0028 will agree to entering into a geospatial data license agreement with WSP to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review

THAT the associated fees relating to the data as outlines in the User Fee By-Law be waived

AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

- 9.2      Verbal Update on Capital Projects

**10. Information:**

- 172 - 185      10.1      Financial Statements for the period ending August 31, 2022

- 186            10.2      CORR: May to July 2022 Complaints Register

- 187 - 192      10.3      Fire Rescue Services - July 2022 Report

**11. ADJOURNMENT**

- 11.1      THAT the meeting adjourned at:

**Recommendation:** THAT this meeting of the Committee of Whole of Council of the Town of Fort Frances be now closed



## ADMINISTRATIVE REPORT

**Subject: Section 357/358 Application for 842 Second Street East**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ISSUE:

The attached 357/358 Application for reconsideration of assessment and adjustment of taxes was received. It is due to the garage being demolished June 2020.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approve Report # AR-22-0031 for the adjustment of taxes for 2022 under Section 357/358 of the Municipal Act for property located at 842 Second Street East.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

1. Authorize the adjustment of taxes for September 24, 2021 to December 31, 2021 under Section 357/358 of the Municipal Act located at 427 Mowat Ave.
2. Object to the application.

### HISTORY:

The Municipality may object to the application for the above referenced properties filed under Section 39.1 of the *Assessment Act*. In accordance with Section 357(5) of the *Municipal Act* on or before September 30 of the year following the year in respect of which the application was made, Council shall hold a meeting at which the applicants may make a presentation to council.

### ANALYSIS:

The impact to the 2022 taxes is a reduction of \$240.45 of which \$222.09 is education and \$18.36 is municipal.

### SUPPORTING DOCUMENTS:

[0912- 357 358 842 Second st E](#)

## SECTION 357/358 APPLICATION

Application/Appeal #

## TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Taxation Year

Municipality: TOWN OF FORT FRANKS Roll Number: SP-12-030-004-01-00  
 Property Address: 842 SECOND ST E Applicant Name: DANIEL CROOK  
 Owner Name: HELEN DANIEL CROOK Contact Number: 807-275-7661  
 Mailing Address: 842 SECOND ST E Alternative Num: \_\_\_\_\_  
FF ON P9A1N7

Reason for Application: (Check one box only)

- ☐ Ceases to be liable for tax at rate it was taxed - 357(1)(a) ☐ Sickness or extreme poverty - 357(1)(d.1)  
☐ Became exempt - 357(1)(c) ☐ Mobile unit removed - 357(1)(e)  
☒ Razed by fire, demolition or otherwise - 357(1)(d)(i) ☐ Gross or manifest clerical/factual error - 357(1)(f)  
☐ Damaged and substantially unusable - 357(1)(d)(ii) ☐ Repairs/Reno's preventing normal use (min. 3 months) - 357(1)(g)

Details of Reason:

GARAGE DEMOLISHED JUNE 2020

Effective from:

01/01/22 to 12/31/22

Applicant Signature:

Chh

Date:

08/1/22

## ASSESSMENT REPORT: MUNICIPALITY

## ASSESSOR

Assessment Roll  
As ReturnedRevised Since  
Roll Return☐

Enter Revisions Below

Assessment Report

School Bd:

☐ Eng☐ Fr☐ Other☐ No Change in Assessment☐ S357 Required for Next Year

RTC/RTQ	2012 Base-year CVA	2016 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2012 Base-year CVA	Revised 2016 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>And</u>			<u>125,000</u>					

Revised:

Reason for Change (Assessor Comments):

Reason Original Assessment Revised:

Assessor Name:

Signature:

Date:

## TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy

Recommended: ☐ No Adjustment ☐ Adjustment ☐ Cancellation ☐ Refund Total Amount \_\_\_\_\_

Comments:

Treasury Position:

Signature:

Date:

## COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY):

☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason:

Appeared for Applicant

Appeared for Municipality

Signature of Council/ARB Member

Name/Title

## Application made under Sec 357/358/359 of the Municipal Act, 2001

### MPAC's RESPONSE

Owner name(s)	CROOK, DANIEL ANDREW CROOK HELEN KATHERYNE ESTATE
Roll number	5912-030-004-01100-0000
Property location	842 SECOND ST E
Property description	PLAN SM180 LOT 11 PCL 11-1
Municipality/Local taxing authority	FORT FRANCES TOWN
Application number	
Application reason	Demolition/Razed by Fire
Received date	August 11, 2022
Claim relief period	<b>From: January 01, 2022 - To: December 31, 2022</b>
Taxation year	2022

#### Current Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR RU R T	141,000	135,000	135,000	135,000	135,000	135,000
<b>Total</b>	<b>141,000</b>	<b>135,000</b>	<b>135,000</b>	<b>135,000</b>	<b>135,000</b>	<b>135,000</b>

#### Change to the Property Assessment

Property Classification	2012	2016	Phase-In Assessment for Taxation Years			
	Assessed Value	Assessed Value	2017	2018	2019	2020-2022
OWNR RU R T	128,467	123,000	123,000	123,000	123,000	123,000
<b>Total</b>	<b>128,467</b>	<b>123,000</b>	<b>123,000</b>	<b>123,000</b>	<b>123,000</b>	<b>123,000</b>

#### MPAC Remarks

MPAC has confirmed removal of older garage and new garage assessed. Response form represents the reduction from 2021 roll value for removal of old garage.

<i>MPAC Representative:</i>	Mark Cawston
<i>Date:</i>	August 15, 2022



Date: 8/17/2022 1:22:51 PM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

Batch: HH08172022CRO

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	-\$240.45
10-010-0150-0121-50018	Residential - EP	\$222.09
10-010-0151-0121-50018	Residential - EP	\$18.36
Report Total:		\$0.00
*** E N D   O F   R E P O R T ***		



## REQUEST FOR DELEGATION / DEPUTATION BEFORE COUNCIL OF THE TOWN OF FORT FRANCES

### ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN SUBMISSION PRIOR TO THE AGENDA DEADLINE

All written or electronic submissions and background information for consideration by Council must be submitted to the Clerk's Office by 12 noon on the Thursday preceding the meeting. Electronic submissions should be submitted in Microsoft Power point, Microsoft word or PDF format. As per the Procedural By-law, there is a maximum of three (3) deputations allowed per meeting and delegates are given ten (10) minutes to make their presentation.

Preferred Meeting Date: August 8, 2022

In person or ☐

Electronic Participation (virtual) ☒

I am requesting a delegation / deputation to speak:

a) ☐ On my own behalf; or

b) ☒ On behalf of a group / organization / association (if b) please state name of group below)

WSP Canada Inc.

Will you be providing an electronic formatted presentation? ☒ Yes ☐ No

**Name of Speaker (s)** – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

Justyna Garbos, MCIP, RPP - WSP Project  
Manager

### Subject of Presentation

Please describe below the subject matter of the requested delegation / deputation in sufficient detail to provide the Town of Fort Frances a means to determine its content and define how the matter aligns with Council's mandate / strategic priorities. All material needs to be provided to the Clerk by 12 noon on the Thursday prior to the meeting.

Town of Fort Frances New Official Plan and  
Comprehensive Zoning By-law Review

(use a separate sheet of paper if not enough space allowed here)

**Reason why this delegation / deputation is important to Council and to the municipality:**

Introduction of project to Town Council

Date of Request: July 22, 2022 Signature of Speaker: J Garbos

Address: 2611 Queensview Drive, Suite 300, Ottawa, ON K2B

Telephone / Fax Numbers: (613) 690-7463 8K2

E-mail Address: Justyna.Garbos@wsp.com

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline.

There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk's Office.





# TOWN OF FORT FRANCES

## New Official Plan and Comprehensive Zoning By-law Review

Council Briefing Presentation  
September 12, 2022

**Presenter:**

Gregory Bender, MCIP, RPP – WSP Project Manager

# PRESENTATION OVERVIEW

- 1. Project Team Introductions**
- 2. Project Overview**
  1. Ontario Planning Hierarchy
  2. What is an Official Plan and Zoning By-law?
  3. Need for New Official Plan and Comprehensive Zoning By-law
  4. Work Plan
  5. Official Plan Tasks
- 3. Community Engagement Program**
- 4. Next Steps**



## PROJECT TEAM INTRODUCTIONS



### Town of Fort Frances

#### Key Role:

- Project oversight and coordination of Consultant team
- Review of project deliverables
- Organization of public engagement activities

### WSP

#### Key Role:

- Project management
- Preparation of project deliverables
- Delivery of public engagement activities

### Municipal Staff

Cody Vangel – Transportation Superintendent

### Consultant Team

Gregory Bender, MCIP, RPP – Project Manager

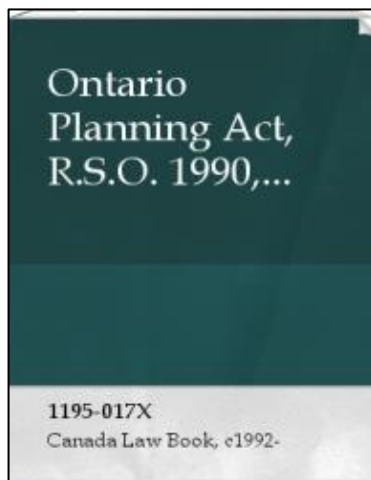
Nadia De Santi, MCIP, RPP – Strategic Advisor

William Turman – Planner

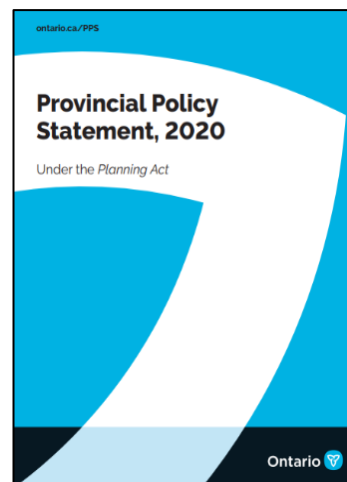
Jill MacDonald – Planner

# ONTARIO PLANNING HIERARCHY

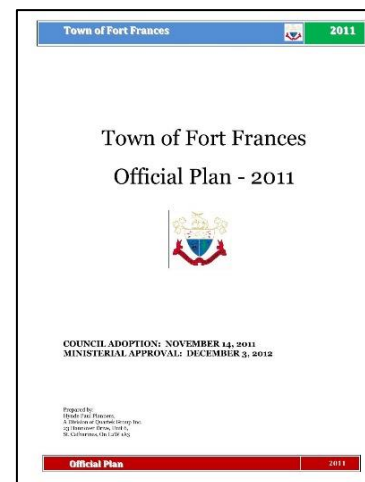
General, High-Level ← **Provincial | Municipal** → Detailed, Site-specific



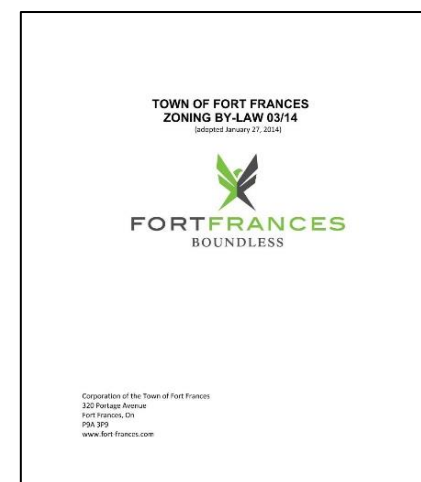
**Planning Act**  
Provincial legislation that sets ground rules for land use planning in Ontario.



**Provincial Policy Statement, 2020**  
Provides policies for matters of provincial interest, that all municipalities must be consistent with.

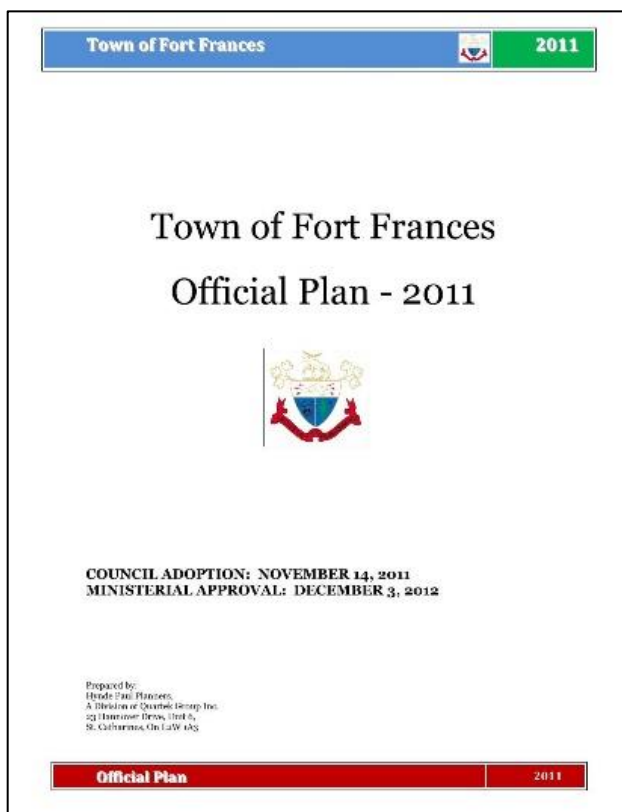


**Town of Fort Frances Official Plan**  
Establishes a long-term vision, objectives, land use designations, and policies to manage growth and development.



**Town of Fort Frances Zoning By-law**  
Implements the Official Plan, and sets out permitted uses and performance standards (e.g. setbacks, building heights) for each Zone.

## WHAT IS AN OFFICIAL PLAN?



- An Official Plan is a planning policy document that sets out a vision, guiding principles, and land use policies to guide growth and development in a municipality.
- It is developed in accordance with the requirements of the Planning Act, with engagement and input from the municipality, technical agencies, Indigenous communities, and local community.
- The Town's current Official Plan was adopted by Council in 2011 and received Ministerial Approval on December 3, 2012.

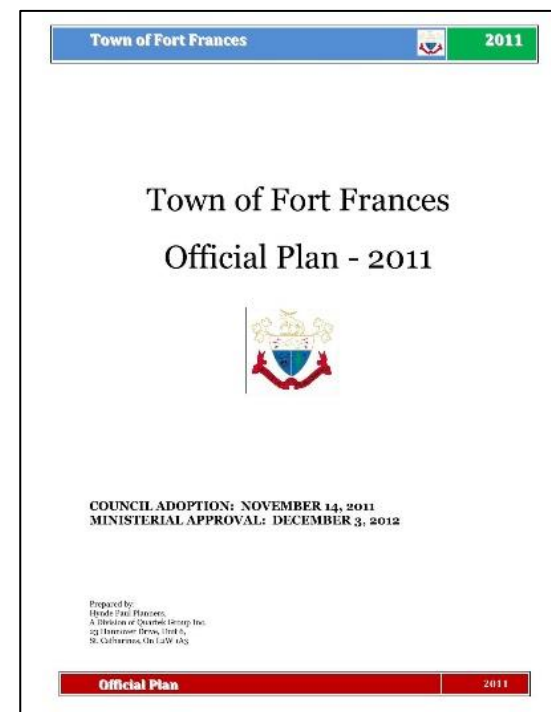
## WHAT IS A ZONING BY-LAW?

- A legal document that regulates the use of land and built form.
- Implements the land use objectives and policies of a community's Official Plan and helps manage potential conflicts between land uses.
- Provides detailed standards for how a property may be developed.



## NEED FOR NEW OFFICIAL PLAN AND ZONING BY-LAW

- Comprehensive review / update in accordance with Section 26 of the Planning Act and the 2020 Provincial Policy Statement (PPS).
- Comprehensive review will involve ensuring consistency with in-effect Provincial legislation and policy.
- Community Engagement and External Agency Process.
- After Town Council adoption, the New Official Plan will be sent to the Ministry of Municipal Affairs and Housing (MMAH) for approval.
- New Official Plan would not need to be reviewed for 10 years.



## Town of Fort Frances New Official Plan and Comprehensive Zoning By-law Review 2022 - 2024

Council Presentation | September 12, 2022

# WORK PLAN

**Phase 1**

**Project Initiation:  
Background Review**

**Phase 2**

**Community  
Exploration &  
Initial Engagement**

**Phase 3**

**Technical Review,  
Research & Issues**

**Phase 4**

**Draft New Official  
Plan & Zoning By-law**

**Phase 5**

**Final  
New Zoning By-law**

**Phase 6**

**Final Comprehensive  
Zoning By-law**

### Engagement Milestone

- Virtual Council Briefing
- Town Project Webpage Launch

- Town Staff / TAC Meeting #1
- In-Person Public Open House #1 and Online Survey
- Meetings with Indigenous Communities

- Town Staff / TAC Meeting #2
- In-Person Public Open House #2
- Meetings with Indigenous Communities
- Special Meeting of Council

- Town Staff / TAC Meetings #3, 4, 5
- In-Person Public Open House #2
- Meetings with Indigenous Communities
- Special Meeting of Council
- Combined Statutory Public Open House

- Town Staff / TAC Meeting #5
- Meetings with Indigenous Communities
- Statutory Public Meeting (New Official Plan)

- Meetings with Indigenous Communities
- Statutory Public Meeting (Zoning By-law)

### Project Deliverables

- Community Engagement Strategy (submitted to Town for approval)
- Pre-Consultation with MMAH (August 17, 2022)

- Community Background Report

- Policy Directions and Recommendations Report

- Draft New Official Plan
- 90-day MMAH Review
- Zoning By-law Discussion Paper
- Draft Zoning By-law

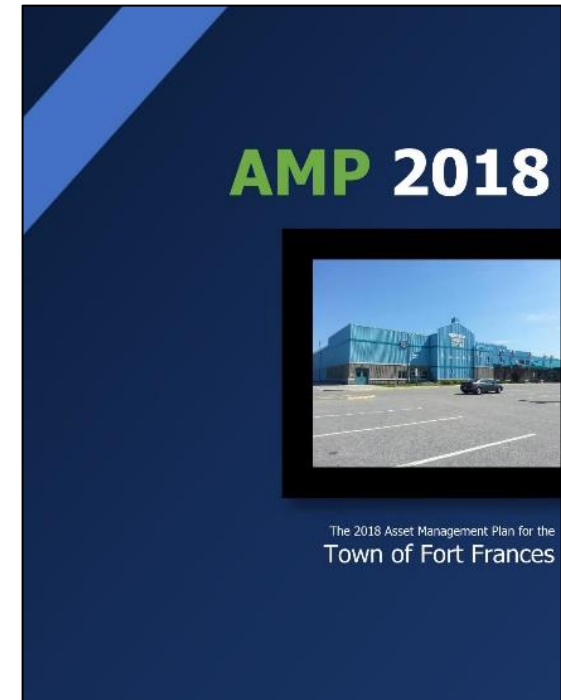
- Final New Official Plan
- Council Adoption
- Submit Final New Official Plan to MMAH for Approval

- Final Zoning By-law
- Council Adoption

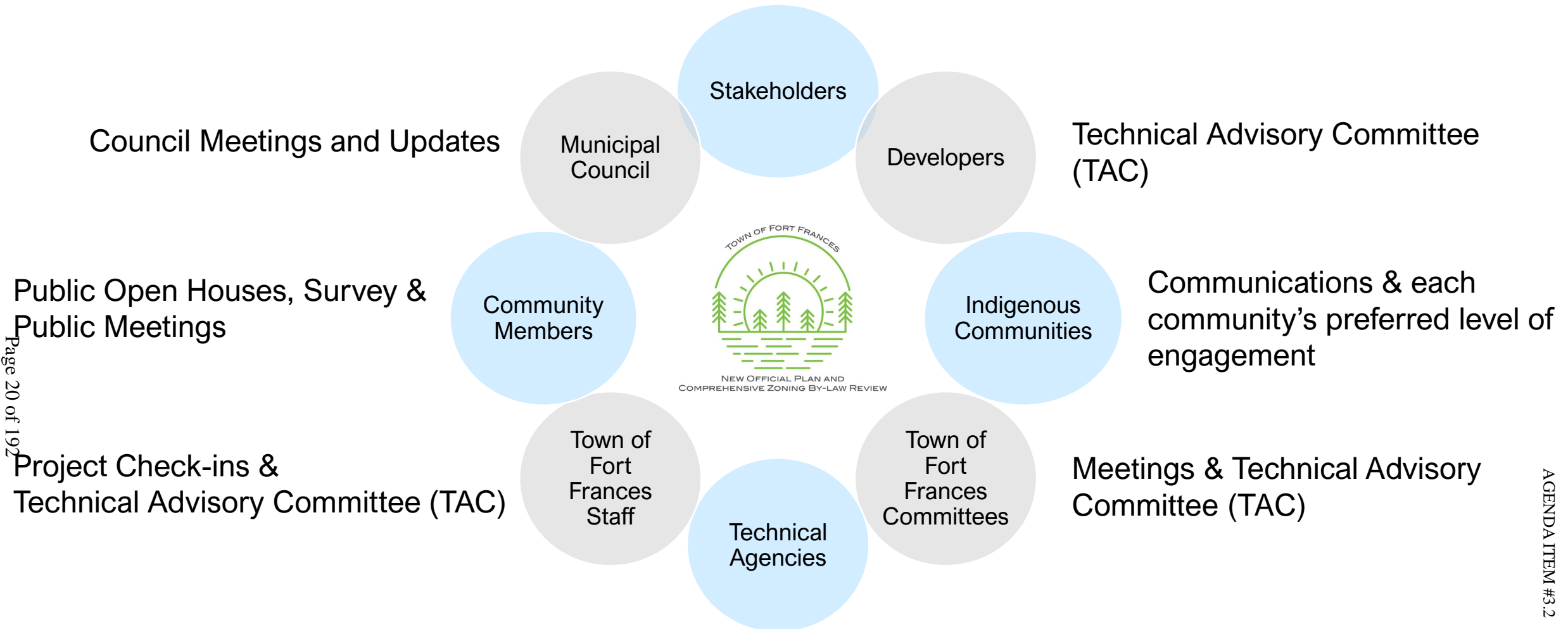


## OFFICIAL PLAN TASKS

- Community Background Report (Summer 2022)
- Policy and Recommendations Report (Fall 2022)
- New and updated policies to reflect, integrate, and/or consider:
  - Town's Asset Management Plan (2018)
  - Policy and Recommendations Report findings
  - Input received from Town staff, external technical agencies, Indigenous communities, and the public



# COMMUNITY ENGAGEMENT PROGRAM

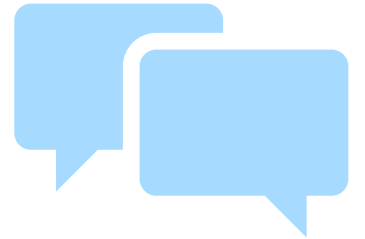




## COMMUNITY ENGAGEMENT PROGRAM

### Technical Advisory Committee (TAC)

- Committee and Terms of Reference be established by Town Council.
- TAC will be engaged to provide background information, provide technical input at key milestones, and attend feedback meetings.
- TAC will be comprised of the following:
  - Town representatives from relevant Town committees
  - Town departments
  - External technical agencies
  - Local developers



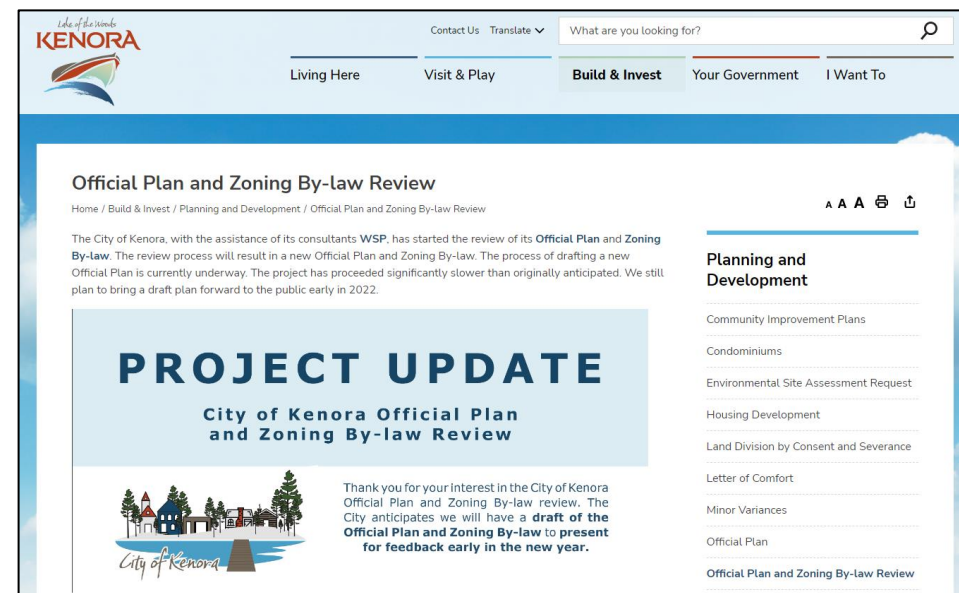
# COMMUNITY ENGAGEMENT PROGRAM

## Project Awareness Campaign

- Use of the Town's website and existing social media platforms, an approach used successfully through projects such as the City of Kenora Official Plan and Zoning By-law Review
- Newspapers
- Other options include tax bill flyers, radio ads

## Accessibility and Age-Friendly

- Viewing all projects through an age-friendly lens, informed by our experience preparing Age-friendly Community Plan
- All of our team members have received training in accordance with the AODA

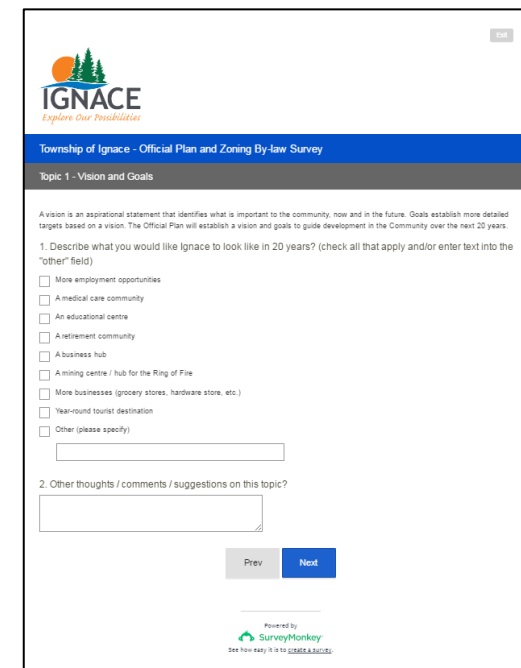


Source: City of Kenora

# COMMUNITY ENGAGEMENT PROGRAM

## Additional Methods of Participation

- Online and hard copy public survey
- Project webpage, dedicated email, and mailing list (maintained by Town)
- Indigenous Duty to Consult
- Project branding

**IGNACE**  
Explore Our Possibilities

Township of Ignace - Official Plan and Zoning By-law Survey

Topic 1 - Vision and Goals

A vision is an aspirational statement that identifies what is important to the community, now and in the future. Goals establish more detailed targets based on a vision. The Official Plan will establish a vision and goals to guide development in the Community over the next 20 years.

1. Describe what you would like Ignace to look like in 20 years? (check all that apply and/or enter text into the "other" field)

- ☐ More employment opportunities
- ☐ A medical care community
- ☐ An educational centre
- ☐ A retirement community
- ☐ A business hub
- ☐ A mining centre / hub for the Ring of Fire
- ☐ More businesses (grocery stores, hardware store, etc.)
- ☐ Year-round tourist destination
- ☐ Other (please specify)

2. Other thoughts / comments / suggestions on this topic?

Prev Next

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## NEXT STEPS

- Draft Community Background Report (Late Summer 2022)
- In-Person Public Open House #1 and public survey (Early Fall 2022)
- Final Community Background Report and survey findings (Fall 2022)
- Draft Policy and Recommendations Report (Late Fall 2022)

# THANK YOU! QUESTIONS? COMMENTS?

## We look forward to working with you!



NEW OFFICIAL PLAN AND  
COMPREHENSIVE ZONING BY-LAW REVIEW

Town Contact:

**Cody Vangel, Transportation Superintendent**

Town of Fort Frances

Email: [planning@fortfrances.ca](mailto:planning@fortfrances.ca)

Phone: (807) 274-9893, ext. 1312

A project webpage is under development at:

[www.fortfrances.ca/](http://www.fortfrances.ca/)

Be sure to check back for updates!



REQUEST FOR DELEGATION / DEPUTATION BEFORE  
COUNCIL OF THE TOWN OF FORT FRANCES

ALL DELEGATIONS / DEPUTATIONS ARE REQUIRED TO PROVIDE A WRITTEN SUBMISSION PRIOR TO THE AGENDA DEADLINE

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Electronic Participation (virtual) ☒

I am requesting a delegation / deputation to speak:

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b) ☒ On behalf of a group / organization / association (if b) please state name of group below)

SB Energy US Holdings One, Bioveld Energy Ventures and Brothers Marketing Inc

Will you be providing an electronic formatted presentation? ☒ Yes ☐ No

**Name of Speaker (s)** – A delegation / deputation wishing to appear before Council shall be limited to a total speaking time of ten (10) minutes (regardless of the number of speakers listed). Please state name of speaker(s) below.

Mitch Lepage, Rob Coulbeck, Alex Eidson

**Subject of Presentation**

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Request a resolution from town council supporting the development of an battery

energy storage facility at the Lagoon property. The project is participating in the

province's long-term RFP conducted by the Independent Electricity System Operator

(use a separate sheet of paper if not enough space allowed here)

**Reason why this delegation / deputation is important to Council and to the municipality:**

The project will create 35 to 40 local construction jobs and continuing operations and

maintenance roles. Project will also provide grid stability to the town and area.

Date of Request: September 7, 2022 Signature of Speaker: Mitch Lepage

Address: 155 Victoria Avenue Fort Frances

Telephone / Fax Numbers: 807-532-0246

E-mail Address: mitch@thebmigroup.ca

Scheduling will be at the discretion of the Clerk and will be confirmed prior to the meeting deadline. There are no guarantees that by requesting a certain date(s) your delegation / deputation will be accepted, as prior commitments may make it necessary to schedule an alternate date suggested by the Clerk.

Individuals who submit letters and other information to Council should be aware that any personal information contained within their communications may become part of the public record and made available through the Council Agenda process.

Personal information on this form is collected under the legal authority of the Municipal Act, S.O., 2001, Chapter 25, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public pursuant to Section 27 of the Municipal Freedom & Protection of Privacy Act. Questions about this collection should be directed to the Clerk’s Office.

## **APPENDIX B**

### **What to expect when you make your virtual deputation to The Town of Fort Frances Council**

Please note you are attending a business meeting of Town of Fort Frances Council and procedural rules are used to guide conduct.

Council will not consider a Motion regarding a Deputation the same evening as it is presented unless it is associated with another item on the Agenda.

Deputations are usually heard at the beginning of each Committee of the Whole meeting.

Please read and note the following:

1. Committee of the Whole meetings are scheduled to begin at 5:30 pm.
2. The Office of the Municipal Clerk will send you a meeting link via email the Friday preceding the Monday meeting (or Tuesday if there is a statutory holiday).
3. Please login to the meeting link at least 5 minutes before the scheduled start time. You may be held in the virtual lobby until the Clerk admits you, just before the meeting starts.
4. Deputants must remain on mute with their cameras off until the Chair calls on them to speak.
5. When you hear your name called, unmute and turn your camera on.
6. You will have 10 minutes to make your deputation.
7. Start your deputation by introducing yourself and your fellow Deputants with your full names.
8. Remember that Council already has the information you have submitted. You can refer to the document without reading the document word for word.
9. Explain why you are making the deputation and what action you are requesting from Council.
10. If you are using PowerPoint, the PowerPoint presentation you will be provided presenters rights for this purpose.
11. After making your deputation, mute your microphone, but keep your camera on. Be prepared to unmute if Council members ask you any questions.
12. When addressing Council or answering a question, regardless of who asked the question, you should always address your comments to the Committee Chair. This helps to maintain order at the meeting. (e.g. 'Through the Chair...')
13. No Deputant shall speak disrespectfully of any person, use offensive words or unparliamentary language, or speak on any subject other than the subject for which they have received approval to address Council.
14. Following questions, the Chair will advise when your deputation is over. Please turn off your camera and remain on mute. If you do not turn your camera off or mute you will be removed from the meeting because your deputation is complete.

**For those attending a virtual meeting we require that you read and note the following:**

- No behaviour is permitted that interrupts the conduct of a meeting.
- No one may use disrespectful language, gestures or offensive words.

- Taking photos and/or making recordings of any kind are not allowed unless with the permission of the Municipal Clerk.
- Signs and t-shirts with specific slogans or offensive language are not permitted.
- Deputants and guests are not permitted to share their screen.
- Deputants and guests must not participate in the meeting chat.

If a Deputant or guest attempts to display language, behaviour or video that is not in keeping with the decorum of the meeting, or acts contrary to any of the above-noted rules, or in contravention of the Ontario Human Rights Code, the person will be asked by the Chair to cease and come to order. If the person does not come to order, the person shall be removed from the virtual meeting.

**Public Record:**

All communication that the Clerk receives from members of the public about a matter on a Committee of the Whole Agenda shall be part of the public record.

Town of Fort Frances reserves the right to record all proceedings of Council such recordings maybe available via the Council Portal.



# Fort Frances Battery Energy Storage Facility

September 12, 2022

# Project Overview

- The proposed Fort Frances Battery Energy Storage Project will be submitted in response to the Independent Electricity System Operator's (IESO) LT1 Request for Proposals (LT1 RFP). Given their expertise and experience, the applicant will be SB Energy.
- The purpose of the project is to provide clean energy solutions in support of the provincial energy policy.
- It will add up to 150 MWs of Battery Energy Storage on repurposed mill lands.
- Provides new non-emitting energy capacity which will increase reliability to the local area while improving the overall efficiency of the Ontario grid.
- Major capital investment of ~\$300 million which will provide 35-40 local construction jobs, as well as ongoing operations and maintenance support.
- Project combines the redevelopment expertise of the BMI Group with SB Energy's extensive expertise in renewable energy development, construction, and operations.

# Project Design and Location

- Up to 150 MW / 600 MWh
- Battery storage technology will be either Lithium-Ion or Flow battery
- Approximately \$300M investment
- Project will be located at 1229 Cornwall Avenue (former mill lagoon property)

# Community Benefit & Outreach

- Project promotes Fort Frances' position as an innovation leader in the energy sector.
- Will install latest energy storage technology and associated grid equipment critical to enabling expansion of renewable energy sources.
- Enables the redevelopment of industrial lands.
- In response to concerns from local residents during the zoning amendment process, the completed project will have minimal environmental, noise, and traffic impacts.
- Project plan will include extensive community outreach.

# Next Steps

- Resolution of support from Fort Frances Council requested for the IESO's LT1 RFP process.
- Community engagement sessions to be held over the next few months to ensure all interested parties have an opportunity to provide input.
- With a successful bid in the IESO Long-Term Procurement Program the project construction will begin fall 2023 with commercial operations scheduled for May 1, 2025.

## ADMINISTRATIVE REPORT

**Subject: Lame Duck Council**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Gabrielle Lecuyer, Municipal Clerk**



### ISSUE:

Lame Duck Council

### ADMINISTRATIVE RECOMMENDATION:

THAT Council receive the report number AR-22-0026 from the Municipal Clerk / Returning Officer advising that the Council of the Town of Fort Frances effective August 19 to November 14 2022 is now deemed Lame Duck as defined in the Municipal Elections Act

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

N/A

### HISTORY:

- Under *Section 275 of the Municipal Act, S.O. 2001, c.25* Council is prohibited from performing certain actions in a municipal election year where it is determined that there will be a material change in its membership during the next term of office, this is referred to as “Lame Duck Council”.
- A municipal Council can be in a lame duck situation if it is determined there is the potential that three-quarters (75%) of the existing Council members will not be returning to office.
- A lame duck position occurs twice during the municipal election period:
  - a. Between Nomination Day to the end of the current term (August 19, 2022 – November 14, 2022) - if less than 6 of the 7 (75%) existing members are not running for Council, then Council will be restricted in its actions and be deemed lame duck.
  - b. From Voting Day to the end of the current term (October 24, 2022 to November 14, 2022) – to determine if a lame duck happens after voting day the question will be: will the new Council be composed of 6 of the 7 (75%) of the incumbent (Old) Council and if the answer is "yes" then there is no lame duck. If the answer is "no" then council will be restricted in its actions and be lame duck.

## Lame Duck Council

### Restrictions (section 275 of the Municipal Act, 2001):

If a Council is in lame duck, the Council shall not take any of the following actions:

- a) The appointment or removal from office of any officer of the municipality;
  - b) The hiring or dismissal of any employee of the municipality;
  - c) The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
  - d) Making any expenditures or incurring any other liability which exceeds \$50,000.
- Council enacted By-Law 18-22 delegating authority to the Chief Administrative Officer for certain acts during a lame duck period as follows:
    - a. The CAO be delegated authority as the financial signing authority for Expenditures exceeding \$50,000;
    - b. That the CAO be delegated the authority to execute agreements of Purchase and Sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
    - c. The CAO be delegated the authority to hire or dismiss any employee of the municipality of the Town of Fort Frances.

### ANALYSIS:

- At the close of Nomination on August 19, 2022 only four (4) Incumbents have filed their nomination papers seeking re-election being less than six (6) of the seven (7) (75%) of the incumbents that are not seeking re-elections
- Council is currently in a lame duck position meaning that By-Law 18-22 is now in force and effect in accordance with the Section 275 (3) of the Municipal Act
- The CAO is required to report to Council at the next Committee of the Whole Meeting or as soon as practicable on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001

### CONSULTATION:

N/A

## ADMINISTRATIVE REPORT

**Subject:** Letter from La Verendrye General Hospital Auxiliary re:  
Request to waive calendar parking Nelson Street

**Date:** September 12, 2022

**To:** Mayor and Council

**From:** Patrick Briere, By-law Enforcement Officer



### ISSUE:

Letter from La Verendrye General Hospital Auxiliary

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approval of this report AR-22-0043 will authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the La Verendrye General Hospital Auxiliary event. being held October 16th, 2022, from 2:00pm to 4:00pm.

### ANALYSIS:

- On August 22nd, 2022, our office received a letter from the La Verendrye General Hospital Auxiliary, requesting parking accommodations be made on Nelson Street and Victoria Avenue for their event being held at the Senior's Centre on October 16th, 2022, from 2pm to 4pm.
- Our office can only support closing parking on the 400 & 500 blocks of Nelson Street. Victoria Avenue is one of the heavy truck routes and there is no parking permitted outside the stalls for the Riverside Facilities and loading zone for the Church.
- We are asking Council to approve the request from the La Verendrye General Hospital Auxiliary to suspend Calendar Parking in the 400 & 500 Blocks of Nelson Street on October 16th, 2022, to accommodate the La Verendrye General Hospital Auxiliary event.



## ADMINISTRATIVE REPORT

**Subject:** Letter from Fort Frances Senior's Centre re: Request to waive calendar parking in the 400 & 500 blocks of Nelson Street

**Date:** September 12, 2022

**To:** Mayor and Council

**From:** Patrick Briere, By-law Enforcement Officer



### ISSUE:

Letter from Fort Frances Senior's Centre

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approval of this report AR-22-0044 will: authorize Calendar Parking be waived in the 400 & 500 Blocks of Nelson Street during the Seniors' Fair being held October 26th, 2022 from 9:00am to 4:00pm.

### ANALYSIS:

- Mayor & Council will recall that the Town of Fort Frances has received annual requests from the Sister Kennedy Centre in the past regarding the suspension of calendar parking on Nelson Street to accommodate parking for the Senior's Fairs & the Senior Games events.
- On August 30th, 2022, our office received a letter from the Fort Frances Senior's Centre, requesting parking accommodations be made on Nelson Street again for October 26th, 2022, from 9am to 4pm. As per previous year's requests, this office has no concerns with making this parking accommodation for the Fort Frances Senior's Centre.
- We are asking Council to approve the request from the Fort Frances Senior's Centre, to suspend Calendar Parking in the 400 & 500 Blocks of Nelson Street on October 26th, 2022, to accommodate the Senior's Fair.

## ADMINISTRATIVE REPORT

**Subject: Minutes of Settlement for 838 Huffman Court (2020)**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ISSUE:

The attached request for reconsideration Minutes of Settlement for 838 Huffman Court has been returned from MPAC.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approve Report # AR-22-0033 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period December 9, 2020 to December 31, 2020 with a total impact of \$82.53.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

1. Authorize the adjustment of taxes for December 9, 2020 to December 31, 2020.
2. Object to the application.

### HISTORY:

Attached are the Minutes of Settlement for the 2020 taxation year for December 9, 2020 to December 31, 2020 under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

838 Huffman Court- Residential (RT) CVA of 449,500 decreased to CVA of 380,500 resulting from an adjustment based on similar properties.

### ANALYSIS:

The Municipality may object to the *Request for Reconsideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being September 28, 2022.

**Minutes of Settlement for 838 Huffman Court (2020)**

That total financial impact of the Minutes of Settlement is \$82.53 consisting of a reduction of municipal revenue of \$75.90 and education revenue of \$6.63 as listed in the attached Tax Account Adjustment worksheet.

**SUPPORTING DOCUMENTS:**

[AR-22-0033- MOS 838 Huffman Court- info](#)

**Minutes of Settlement  
2020 Tax Year  
Results of Request for Reconsideration  
Property Assessment Change Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

ADAM JOSEPH MITCHELL  
DANIELLE NICOLE GUSTAFSON-MITCHELL  
RMB 2012  
1425 HIGHWAY 11 East  
Rural Route 2  
FORT FRANCES ON P9A 3M3

**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V0C4

If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the recommended property assessment below.

<b>Owner name(s)</b>	MITCHELL, ADAM JOSEPH GUSTAFSON-MITCHELL, DANIELLE NICOLE
<b>Roll number</b>	59-12-030-007-22427-0000
<b>Property location and description</b>	838 HUFFMAN CRT PLAN 48M382 LOT 15
<b>Municipality/Local taxing Authority</b>	FORT FRANCES TOWN

**INFORMATION from your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
R	RT	\$453,626	\$449,500
<b>Total</b>		<b>\$453,626</b>	<b>\$449,500</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: December 09, 2020 Phase-in Assessment for Taxation Years	
		2020	
R	RT		\$449,500
<b>Total</b>			<b>\$449,500</b>

**RECOMMENDED change to your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
IM	RT	\$385,796	\$380,500
<b>Total</b>		<b>\$385,796</b>	<b>\$380,500</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: December 09, 2020 Phase-in Assessment for Taxation Years	
		2020	
IM	RT		\$380,500
<b>Total</b>			<b>\$380,500</b>

**Explanation of recommended change and other important information**

- Adjustment based on similar properties

**\*Adjustment type**

IM Improvement to property  
R Previously Omitted Realty Assessment

**\*\*Property class / qualifier**

RT Residential

**What this change means to you**

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2020 property taxes.

Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
I understand that if I **accept** the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

- ☐ I reject my recommended assessment  
I understand that if I **reject** the recommended assessment on page one of this form, the supplementary/omitted assessment of my property will stay the same as it appears on my 2016 Property Assessment Change Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by March 28, 2022.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: [enquiry@mpac.ca](mailto:enquiry@mpac.ca)



Write: MPAC, 1340 Pickering Parkway,  
Suite 101, Pickering ON L1V 0C4

We must receive your response no later than January 30, 2022. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative <i>adam mitchell</i>	Print name Adam Mitchell	Date (yyyy/mm/dd) 06/29/2022
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Signature of MPAC representative <i>Walter Veneruzzo</i>	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2021/12/28
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**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
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Last date for a municipal appeal: September 28, 2022

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2020

Roll Number: 59-12-030-007-22427-0000

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
MOS	23	2020	3.7.22427	RTEP	-69,000	0.01750367	0.00153000	-75.90	-6.6341803					-82.53

Batch: HH08292022MIT

Address Code	Description	Land Exempt Land	Improvements pt Improvements	Other Exempt Other	Total	Levy
-----						
General						
RTBP	Res/Farm Tx:Full - EPub	\$0	\$0	-\$69,000	-\$69,000	-\$82.53
		\$0	\$0	\$0		
-----						
	Total General	\$0	\$0	-\$69,000	-\$69,000	-\$82.53
		\$0	\$0	\$0		
-----						
	Report Total:					-\$82.53
=====						

Date: 8/29/2022 11:33:02 AM

User: hhatch

Town of Fort Frances

Distribution Summary

Property Taxes

Batch: HH08292022MIT

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	-\$82.53
10-010-0150-0121-50018	Residential - EP	\$75.90
10-010-0151-0121-50018	Residential - EP	\$6.63
	Report Total:	\$0.00

\*\*\* E N D    O F    R E P O R T \*\*\*



## ADMINISTRATIVE REPORT

**Subject: Minutes of Settlement for 838 Huffman Court (2021)**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ISSUE:

The attached request for reconsideration Minutes of Settlement for 838 Huffman Court has been returned from MPAC.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approve Report # AR-22-0035 thereby processing the request for reconsideration minutes of settlement for the property located at 838 Huffman Court for the period January 1, 2021 to December 31, 2021 with a total impact of \$1,339.57.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

1. Authorize the adjustment of taxes for January 1, 2021 to December 31, 2021.
2. Object to the application.

### HISTORY:

Attached are the Minutes of Settlement for the 2020 taxation year for January 1, 2021 to December 31, 2021 under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

838 Huffman Court- Residential (RT) CVA of 449,500 decreased to CVA of 380,500 resulting from an adjustment based on similar properties.

### ANALYSIS:

The Municipality may object to the *Request for Reconsideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being September 28, 2022.

**Minutes of Settlement for 838 Huffman Court (2021)**

That total financial impact of the Minutes of Settlement is \$1,339.57 consisting of a reduction of municipal revenue of \$1,234.00 and education revenue of \$105.57 as listed in the attached Tax Account Adjustment worksheet.

**SUPPORTING DOCUMENTS:**

[AR-22-0035- MOS 838 Huffman Court- info](#)

**Minutes of Settlement  
2021 Tax Year  
Results of Request for Reconsideration  
Property Assessment Change Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
SOCIÉTÉ D'ÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

ADAM JOSEPH MITCHELL  
DANIELLE NICOLE GUSTAFSON-MITCHELL  
RMB 2012  
1425 HIGHWAY 11 East  
Rural Route 2  
FORT FRANCES ON P9A 3M3

**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V 0C4

If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the recommended property assessment below.

<b>Owner name(s)</b>	MITCHELL, ADAM JOSEPH GUSTAFSON-MITCHELL, DANIELLE NICOLE
<b>Roll number</b>	59-12-030-007-22427-0000
<b>Property location and description</b>	838 HUFFMAN CRT PLAN 48M382 LOT 15
<b>Municipality/Local taxing Authority</b>	FORT FRANCES TOWN

**INFORMATION from your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
R	RT	\$453,626	\$449,500
<b>Total</b>		<b>\$453,626</b>	<b>\$449,500</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: January 01, 2021 Phase-In Assessment for Taxation Years	
		2021	
R	RT	\$449,500	
<b>Total</b>		<b>\$449,500</b>	

**RECOMMENDED change to your Property Assessment Change Notice**

Adjustment Type*	Property Class / Qualifier**	Current Value Assessed	
		2012	2016
IM	RT	\$385,796	\$380,500
<b>Total</b>		<b>\$385,796</b>	<b>\$380,500</b>

Adjustment Type*	Property Class / Qualifier**	Effective date: January 01, 2021 Phase-In Assessment for Taxation Years	
		2021	
IM	RT	\$380,500	
<b>Total</b>		<b>\$380,500</b>	

**Explanation of recommended change and other important information**

- Adjustment based on similar properties

**\*Adjustment type**

IM Improvement to property  
R Previously Omitted Realty Assessment

**\*\*Property class / qualifier**

RT Residential

**What this change means to you**

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2021 property taxes.

Please check (✓) one of the following:

- ☒ I accept my recommended assessment  
I understand that if I accept the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

- ☐ I reject my recommended assessment  
I understand that if I reject the recommended assessment on page one of this form, the supplementary/omitted assessment of my property will stay the same as it appears on my 2016 Property Assessment Change Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by March 28, 2022.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway,  
Suite 101, Pickering ON L1V 0C4

We must receive your response no later than January 30, 2022. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative <i>adam mitchell</i>	Print name Adam Mitchell	Date (yyyy/mm/dd) 06/29/2022
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Signature of MPAC representative <i>Walter Veneruzzo</i>	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2021/12/28
---	---	---------------------------------

**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
---------------------------------------	----------------------	-------------------

Last date for a municipal appeal: September 28, 2022

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2021

Roll Number: 59-12-030-007-22427-0000

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
MOS	2021	3.7.22427	RTEP	-69,000	0.01788408	0.00153000	-1,234.00	-105.57						-1,339.57

Batch: HH08292022MITC

Access Code	Description	Land Exempt Land	Improvements pt Improvements	Other Exempt Other	Total	Levy
-----						
General						
RTEP	Res/Farm Tx:Full - EPub	\$0	\$0	-\$69,000	-\$69,000	-\$1,339.57
		\$0	\$0	\$0		
-----						
	Total General	\$0	\$0	-\$69,000	-\$69,000	-\$1,339.57
		\$0	\$0	\$0		
-----						
Report Total:						-\$1,339.57
=====						

Date: 8/29/2022 11:58:05 AM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

Page: 1

Batch: HH08292022MITC

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	-\$1,339.57
10-010-0150-0121-50018	Residential - EP	\$1,234.00
10-010-0151-0121-50018	Residential - EP	\$105.57
	Report Total:	\$0.00

=====  
\*\*\* E N D    O F    R E P O R T \*\*\*

## ADMINISTRATIVE REPORT

**Subject: Minutes of Settlement for 401-405 Scott Street (2022)**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ISSUE:

The attached request for reconsideration Minutes of Settlement for 401-405 Scott Street has been returned from MPAC.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approve Report # AR-22-0036 thereby processing the request for reconsideration minutes of settlement for the property located at 401-405 Scott Street for the period January 1, 2022 to December 31, 2022 with a total impact of \$1,387.44.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

1. Authorize the adjustment of taxes for January 1, 2022 to December 31, 2022.
2. Object to the application.

### HISTORY:

Attached are the Minutes of Settlement for the 2022 taxation year for January 1, 2022 to December 31, 2022 under Section 39.1 of the *Assessment Act* from MPAC with regard to the following property:

401-405 Scott Street-Commercial Vacant Land (CX) CVA of 112,000 decreased to CVA of 80,000 resulting from an adjustment based on similar properties and an adjustment to lot size.

### ANALYSIS:

The Municipality may object to the *Request for Reconsideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced property filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. application being unknown, as it is not listed.



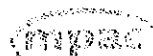
**Minutes of Settlement for 401-405 Scott Street (2022)**

That total financial impact of the Minutes of Settlement is \$1,387.44 consisting of a reduction of municipal revenue of \$1,115.94 and education revenue of \$271.50 as listed in the attached Tax Account Adjustment worksheet.

**SUPPORTING DOCUMENTS:**

[AR-22-0036- 401-405 Scott St- MOS- Info](#)

**Minutes of Settlement  
2022 Tax Year  
Results of Request for Reconsideration  
Property Assessment Notice**



MUNICIPAL PROPERTY  
ASSESSMENT CORPORATION  
NOUVEAU DÉVALUATION  
FONCIÈRE DES MUNICIPALITÉS

2747829 ONTARIO LIMITED  
C/O JUSTIN GAROFALO PETRONE & PARTNERS  
76 ALGOMA ST N  
THUNDER BAY ON P7A 4Z4

**Contact Us**



Call: 1 866 296-MPAC (6722)  
TTY 1 877 889-MPAC (6722)  
Monday to Friday 8 a.m. to 5 p.m.



Email: [enquiry@mpac.ca](mailto:enquiry@mpac.ca)



Write: MPAC, 1340 Pickering Parkway  
Suite 101, Pickering ON L1V0C4

If you have any accessibility  
needs, please contact MPAC  
for assistance.

This Minutes of Settlement document contains the results of the Municipal Property Assessment Corporation's (MPAC) review of your Request for Reconsideration for the following property. You have a choice to accept or reject the revised property assessment below.

**Owner name(s)** 2747829 ONTARIO LIMITED  
**Roll number** 59-12-020-002-04900-0000  
**Property location and description** 401-405 SCOTT ST  
PLAN ALB LOT 367 PCL 7368  
**Municipality/Local taxing Authority** FORT FRANCES TOWN

**CURRENT Property Assessment**

**Property  
Classification**

Commercial: Vacant land (CX)  
**Total**

**Current Value Assessed**

2012	2016
\$79,000	\$112,000
<b>\$79,000</b>	<b>\$112,000</b>

**Property  
Classification**

Commercial: Vacant land (CX)  
**Total**

Effective date: January 01, 2022

**Phase-in Assessment for Taxation Years**

2022
\$112,000
<b>\$112,000</b>

**RECOMMENDED Property Assessment**

**Property  
Classification**

Commercial: Vacant land (CX)  
**Total**

**Current Value Assessed**

2012	2016
\$79,000	\$80,000
<b>\$79,000</b>	<b>\$80,000</b>

**Property  
Classification**

Commercial: Vacant land (CX)  
**Total**

Effective date: January 01, 2022

**Phase-in Assessment for Taxation Years**

2022
\$80,000
<b>\$80,000</b>

**Why your property assessment changed**

- Adjustment based on similar properties
- Adjustment to lot size

What this change means to you

Under Ontario's *Assessment Act*, the January 1, 2016 assessed value and classification of your property will be used to calculate your 2022 property taxes.



☒ I accept my recommended assessment

I understand that if I accept the recommended assessment on page one of this form, my municipality or local taxing authority will use it to adjust my property taxes. It also has the option to object to the recommended assessment and appeal it to the Assessment Review Board (ARB).

OR

☐ I reject my recommended assessment

I understand that if I reject the recommended assessment on page one of this form, the assessed value of my property will stay the same as it appears on my 2016 Property Assessment Notice. I also understand that I may appeal MPAC's decision to the Assessment Review Board by November 7, 2022.

To complete your Request for Reconsideration, please check one of the above boxes, sign and send a copy of the entire document to MPAC in one of the following ways:



Email: enquiry@mpac.ca



Write: MPAC, 1340 Pickering Parkway,  
Suite 101, Pickering ON L1V 0C4

We must receive your response no later than September 11, 2022. If you do not provide a response by checking one of the above boxes, the 2016 assessment of your property will not change.

Signature of property owner/representative 	Print name Justin Garofalo	Date (yyyy/mm/dd) 2022/08/25
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Signature of MPAC representative 	Print name Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2022/08/09
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**Objection by Municipality or Local Taxing Authority**

Signature of municipal representative	Print name and title	Date (yyyy/mm/dd)
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Last date for a municipal appeal:

**PLEASE NOTE:** MPAC reserves the right to revise the phased-in assessment amounts included in this Minutes of Settlement if there are any changes in the law that affect the 2016 Current Value Assessment (CVA).

Tax Year: 2022

Roll Number: 59-12-020-002-04900-0000

# Days	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	BIA	TOTAL
MOS	2022	2.2.04900	CX	-32,000	0.03487323	0.00848436	-1,115.94					-271.50		-1,387.44

Batch: HH0902202227478

Access Code	Description	Land Exempt	Land Land	Improvements pt Improvements	Other Exempt Other	Total	Levy
-----							
General							
CXN	Com Tx:V/L - NoSup		\$0	\$0	-\$32,000	-\$32,000	-\$1,387.44
			\$0	\$0	\$0		
-----							
	Total General		\$0	\$0	-\$32,000	-\$32,000	-\$1,387.44
			\$0	\$0	\$0		
-----							
Report Total:							-\$1,387.44
=====							

Date: 9/2/2022 3:50:55 PM  
User: hhatch

Town of Fort Frances  
Distribution Summary  
Property Taxes

AGENDA ITEM #6.3  
Page: 1

Batch: HH0902202227478

Account Number	Account Description	Amount
10-001-0000-0040-10241	Taxes Receivable- Current	-\$1,387.44
10-010-0150-0122-50016	Commercial Vacant Land - X	\$1,115.94
10-010-0151-0122-50016	Commercial Vacant Land - X	\$271.50
Report Total:		\$0.00

\*\*\* E N D   O F   R E P O R T \*\*\*

## ADMINISTRATIVE REPORT

**Subject: Office of the Clerk Status Update and Reconciliation Policy / Plan**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Gabrielle Lecuyer, Municipal Clerk**



### ISSUE:

Office of the Clerk Status Update / Reconciliation Policy / Plan

### ADMINISTRATIVE RECOMMENDATION:

THAT Council receive report AR-22-0027 from the Municipal Clerk relating to the Office of the Clerk Status Update and the Reconciliation Policy/Plan as information

AND THAT the reconciliation policy be postponed to be included in the new strategic plan with input and mandate for the First Nations Relations Advisory Committee

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

Council may select to move forward with the reconciliation policy in consultation with the CAO

### HISTORY:

- On May 25, 2021 Council approved resolution 692 to agree with the recommendation from the Administration and Finance Executive Committee through the Municipal Clerk (E. Slomke) to establish a Reconciliation Policy/Plan
- In addition the Clerk was directed to review and bring back a number of policies including the remuneration policy, the notice by-law while providing orientation to new staff in the Clerks Office and working on a rotation basis with other staff to Act as the CAO as a result of the CAO retirement
- Like all departments the Clerks Office was also operating for the past two years under a state of emergency as a result of COVID-19 where a number of delivery of certain services required new delivery method in order to maintain compliance requiring new methods of delivery including technology requirements to proceed business of the municipality

### ANALYSIS:

## Office of the Clerk Status Update and Reconciliation Policy / Plan

- Understanding that the Council role is governance and policy the creation of a reconciliation policy is within Councils mandate
- It is important to balance staff resources vs requests for new policy and programs and the timing (ongoing pandemic, elections, staff turnover, other legislated priorities such as Municipal Freedom of Information that take up staff time. All while we must ensure the current service level is maintained
- Though a reconciliation policy is a policy that we aim to achieve there are other policies that require attention that have not been discussed most importantly the lack of all mandated policies per the Municipal Act where the Town is currently not compliant
- It comes down to setting Council priorities understanding that there is a lot of clean up to be done in large part due to the last two years emergency, staff turnover and lack of resources
- The Town is due for a major review of all policies as they are all very dated and are either non compliant, non enforceable in some cases or no longer relevant as the legislation has been updated or changed
- Current priorities of the Clerks Office
  - Recruitment of Deputy Clerk
  - 2022 Municipal and School Board Election (training, compliance audit, receiving nominations /third party voting/accessibility procedures, candidate info session, communication)
  - Integrity Commissioner and Closed Meeting Investigator RFP issued and under review
  - Issuance of Marriage Licenses and Death Registry (Legislated)
  - Officiate scheduled weddings
  - Commissioner of Oath Services
  - Large influx of Municipal Freedom of Information Request (Legislated) and Information Privacy Commissioner appeals underway
  - Ongoing Council meetings, minutes, agenda, by-laws etc
  - Council orientation
  - Council inaugural ceremony
- An effective policy requires procedures/ action plan / purpose, goals and priorities example:
  - 1st a focus on reconciliation / indigenous relationship and cultural awareness training for all municipal employees and Council perhaps having a component for the public education as well
  - 2nd consulting and engaging with area first nation which is currently listed as an imperative of the Corporate Strategic Plan to determine the list of key priorities of the policy, being a great start particularly focusing their views and opinions as to what they feel key priorities should look like and then
  - 3rd build the policy and plan example: name change of roads "colonization road" part of the overall action plan within the policy
- Council's strategic plan expires in November of 2022 this would be an excellent addition to the new strategic plan and potentially rather than have a First Nations Relations Advisory Committee this should be a Committee on Truth and Reconciliation with representatives of First Nations with a mandate to oversee the creation of a policy and plan to be approved by Council



Office of the Clerk Status Update and Reconciliation Policy / Plan

**CONSULTATION:**

N/A

## ADMINISTRATIVE REPORT

**Subject: Establishment of the 2022 Municipal Election Compliance Audit Committee**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Gabrielle Lecuyer, Municipal Clerk**



### ISSUE:

Establish a Compliance Audit Committee

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approval of this report will agree with the Municipal Clerk / Returning Officer to enact a By-Law to establish the legislated required Compliance Audit Committee for the 2022 Municipal Elections and that the Clerk bring forward the necessary By-Law for enactment

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

The By-Law is legislated by October 1st 2022, Council may choose to advertise for members and opt not to participate with other Municipalities this options provides for additional cost. Past experience there has been challenges to find interest to have individuals sit on this committee.

### HISTORY:

- Section 88.37 of the Municipal Elections Act (MEA) requires a council to establish a compliance audit committee (CAC) before October 1st of an election year.
- The role of the CAC is to consider applications from an elector who is entitled to vote and who believes on reasonable grounds that a candidate or registered third-party has contravened a provision of the MEA pertaining to campaign finances. (MEA s.88.33)
- The CAC will also consider reports from the Clerk that determine whether any contributor to a candidate for office appears to have exceeded any of the contribution limits of the MEA. (MEA s.88.34(4))
- The MEA requires the composition of the committee be no fewer than three and not more than seven members.

## Establishment of the 2022 Municipal Election Compliance Audit Committee

- The CAC shall have a four year term commencing on December 1, 2022 and ending on November 14, 2026.
- Who is ineligible to serve on the CAC:
  - employees or officers of the municipality or local board;
  - members of Council or local board;
  - any persons who are candidates in the election for which the committees are established or;
  - any persons who are registered third-partiers in the municipality in the election for which the committee is established
- Historically the District Clerk's have coordinated the creation of this Legislated Committee by designating each Clerk of each District Municipalities to serve on this Committee

### ANALYSIS:

- Rules Governing Committee Members along with any requirements relating to conflict of interest have been established
- The benefit of this model is that the Municipality does not provide for any retainer fee
- Attached are the Terms of Reference for the CAC

### CONSULTATION:

- Township of Atikokan
- Township of Alberton
- Township of La Vallee
- Township of Emo
- Township of Chapple
- Township of Lake of the Woods
- Township of Sioux Narrows Nester Falls
- Township of Morley
- Township of Dawson
- Township of Rainy River

### SUPPORTING DOCUMENTS:

[by-law XX-22 Joint Compliance Audit Committee Terms of Reference](#)  
[XX-22 schedule A Terms of Reference for Compliance Audit Committee](#)

THE CORPORATION OF THE TOWN OF FORT FRANCES

BY-LAW NO. XX-22

(Being a by-law to appoint a Joint Compliance Audit Committee.)

**WHEREAS** pursuant to the *Municipal Elections Act, 1996* a council or local board shall, before October 1<sup>st</sup>, 2022 establish a committee for the purpose of Section 81;

**AND WHEREAS** Council of the Corporation of the Town of Fort Frances deems it expedient to pass a by-law to adopt the terms of reference for a joint compliance audit committee;

**NOW THEREFORE** Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS AS FOLLOWS:**

- 1. A Committee, to be known as the Joint Compliance Audit Committee, is hereby established to deal with the matters provided for in Section 81 of the *Municipal Elections Act, 1996*.
- 2. The Joint Compliance Audit Committee Composition and Terms of Reference be established as attached Schedule A.

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

**ENACTED** and **PASSED** this 12th day of September 2022

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
G. Lecuyer, Clerk

## TERMS OF REFERENCE

### FOR JOINT COMPLIANCE AUDIT COMMITTEE

#### 1. Authority:

The powers and functions of the Compliance Audit Committee (hereinafter referred to as the "Committee") are set out in the *Municipal Elections Act, 1996*.

#### 2. Roles and Responsibilities:

The role of the Compliance Audit Committee is to receive and make decisions about applications for compliance audits of candidate and Registered Third Party election campaign finances, appoint auditors where applicable, receive compliance audit reports and make decisions with regards to reports that indicate apparent contraventions of the rules.

- (a) Within 30 days of receipt of an application requesting a compliance audit, the Committee shall consider the compliance audit application and decide whether it should be granted or rejected;
- (b) If the application is granted, the Committee shall appoint an auditor to conduct a compliance audit of the candidate's election campaign finances;
- (c) The Committee will review the auditor's report within 30 days of receipt and decide whether legal proceedings should be commenced; and
- (d) If the auditor's report indicates that there were no apparent contraventions and if there appears there were no reasonable grounds for the application, the Committee shall advise Council accordingly.

#### 3. Eligibility to Serve on Committee:

- (a) The Clerk or designate of each participating municipality shall be appointed as a Committee member for those participating municipalities as set out on Appendix 'A' attached hereto.
- (b) If a designate is appointed in place of the Clerk, the designate must have the necessary qualifications and experience in municipal elections and accounting to perform the duties as a Committee member.
- (c) Any person who has:
  - (i) participated as a candidate in the elections of the participating municipalities on whose Committee he or she is appointed as a member; or
  - (ii) conducted audits or provided financial advice in respect of such campaigns,
 is not eligible to be appointed to the Committee for the participating municipalities during the subject term.
- (e) Members of Council and candidates who are running for office in the 2022 municipal election are not eligible to be appointed to the Committee.

#### 4. Rules Governing Committee Members:

- (a) If a Committee member at any time during the term of his or her appointment, either accepts employment with or registers as a candidate for any of the participating municipalities on whose Committee he or she serves as a Member, his or her

appointment to the Committee shall be terminated effective upon commencement of such employment or registration of candidacy.

- (b) Each Committee Member shall not at any time during the term of his or her appointment work for, or provide advice to, any candidate running for municipal office within the participating municipalities on whose Committee he or she serves as a Member.
- (c) To avoid any potential conflict of interest, any Committee member who has an accounting or auditing background shall not offer his or her services to any municipal election candidate.

## **5. Committee Composition:**

The Committee of each participating municipality shall be comprised of three members.

When a municipality is in receipt of a compliance audit application, the Clerk of the municipality receiving the application shall contact that municipality's Committee members, as shown on Appendix 'A' hereto, and shall arrange for the three Members to hear the audit request during regular business hours. If one of the three appointed Committee members is unable to participate when the Committee is required to process a compliance audit application, an alternate will be appointed to the Committee in place of the member who is unable to participate. An alternate committee member will be any Clerk from any Participating Municipality, selected in order of next closest proximity to the Municipality requiring the Compliance Audit.

## **6. Term of Appointment:**

The term of appointment to the Committee shall be equivalent to the term of Council during which the appointment was made.

## **7. Governance**

Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with the *Municipal Elections Act*.

## **8. Committee Chair:**

The three-member Committee called to hear a request for a compliance audit shall, at its first meeting, select one of its Members to act as a Chair for the balance of its term of appointment.

## **9. Proposed Meeting Schedule:**

The Committee shall meet during regular business hours, as required when a compliance audit application is received. Committee meetings shall be scheduled during regular business hours by the Clerk of the municipality in which an application is received, in consultation with the Committee Chair.

## **10. Staffing and Funding:**

Administrative support for the Committee shall be provided by the municipality requiring the services of the Committee.

A municipality requiring the services of the Committee shall be responsible for all expenses associated with the Committee's processing of an application for a compliance audit on its behalf. The municipality requiring the compliance audit shall reimburse Committee members

for mileage at the rate of the committee members' municipality and for expenses incurred for which supporting documentation is provided.

#### **11. Meetings:**

Meetings of the Committee shall be conducted (during regular business hours) in accordance with the open meeting requirements of the provisions in the *Municipal Act, 2001*. Where an application will be considered at the meeting, the Clerk shall give reasonable notice by e-mail, telephone or by regular mail to the Applicant and Candidate of the time, place and purpose of the Committee Meeting, and of the fact that if either party fails to attend the meeting, the Committee may proceed in the party's absence and the party will not be entitled to further notice concerning the meeting.

#### **12. Remuneration**

Municipalities shall pay no retainer fee for participating in this agreement.

#### **13. Conflict of Interest**

Members shall abide by the rules outlined within the *Municipal Conflict of Interest Act, R.S.O. 1990*, and shall disclose the pecuniary interest to the recording secretary and absent themselves from meetings for the duration of the discussion and voting (if any) with respect to the matter.

**APPENDIX ‘A’**  
**to**  
**Terms of Reference for Joint Compliance Audit Committee**

Joint Compliance Audit Committee membership for each Participating Municipality

An alternate committee member will be any Clerk from any Participating Municipality, selected in order of next closest proximity to the Municipality requiring the Compliance Audit.

<b>NAME OF MUNICIPALITY</b>	<b>COMMITTEE MEMBER</b>	<b>COMMITTEE MEMBER</b>	<b>COMMITTEE MEMBER</b>
Atikokan	Fort Frances	Alberton	La Vallee
Fort Frances	Alberton	Atikokan	La Vallee
Alberton	Fort Frances	Atikokan	La Vallee
La Vallee	Fort Frances	Atikokan	Alberton
Emo	Chapple	Lake of the Woods	Sioux Narrows Nestor Falls
Chapple	Emo	Dawson	Sioux Narrows Nestor Falls
Morley	Dawson	Rainy River	Sioux Narrows Nestor Falls
Dawson	Morley	Chapple	Rainy River
Rainy River	Morley	Lake of the Woods	Dawson
Lake of the Woods	Morley	Emo	Rainy River
Sioux Narrows Nestor Falls	Emo	Lake of the Woods	Chapple



## ADMINISTRATIVE REPORT

**Subject:** Award of RFP-CSEC-01 - Provision of Canteen Services at the Memorial Sports Centre

**Date:** September 12, 2022

**To:** Committee of the Whole of Council

**From:** Tyler Young, Recreation and Culture Manager



### ISSUE:

Award of 2-year RFP for the provision of canteen services at the Memorial Sports Centre.

### ADMINISTRATIVE RECOMMENDATION:

THAT the Council of the Town of Fort Frances awards RFP-CSEC-01 to Tess Coish, proprietor of Tess's Kitchen; and

FURTHER THAT a by-law be prepared to authorize Mayor and Clerk to execute the agreement on behalf of the Corporation.

### STRATEGIC IMPACT:

Objective 13 - Maintain/Enhance existing levels of service.

### OPTIONS & ALTERNATIVES:

- (1) Enter into the agreement.
- (2) Re-issue the tender.
- (3) Council provides alternative direction.

### HISTORY:

The Town of Fort Frances is in need of a qualified individual to operate the canteen at the Memorial Sports Centre. With increased foot traffic expected in the building through the Fall and Winter months, having a fully functional canteen will help enhance the overall level of service that we can provide for our patrons, which in turn, will help elevate the customer experience, as a whole.

### ANALYSIS:

## Award of RFP-CSEC-01 - Provision of Canteen Services at the Memorial Sports Centre

The Town advertised a Request for Proposals (RFP) seeking qualified individuals interested in operating the Canteen at the Memorial Sports Centre. The RFP became public on July 18th. We received one proposal. On August 2nd, this proposal was opened publicly in the Committee Room of the Civic Centre. The proposal was from Tess Coish of the local catering company - Tess's Kitchen. She is proposing to operate the Canteen from October 2022 until June 30th, 2024. The exact schedule will be determined by the Recreation & Culture Manager. She will provide a monthly fee of \$500 to the Town of Fort Frances for each month of operation.

### CONSULTATION:

N/A

## ADMINISTRATIVE REPORT

**Subject: Active Transportation Fund Grant Agreement**

**Date: September 12, 2022**

**To: Mayor & Council**

**From: Cody Vangel, Chief Building Official / Municipal Planner**



### ISSUE:

Consideration of entering into a funding agreement with her majesty the Queen in right of Canada for the acceptance of funding under the Permanent Public Transit Program – Active Transportation Fund Grant Agreement for the La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design.

### ADMINISTRATIVE RECOMMENDATION:

THAT the Council of the Town of Fort Frances approve Report # AR-22-0029 and agree to enter into a funding agreement with her majesty the Queen in right of Canada for the acceptance of funding under the Permanent Public Transit Program – Active Transportation Fund Grant Agreement for the La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design; and

FURTHER THAT the authorizing by-law be brought forward to a future meeting of Council where the Mayor and Clerk will be authorized to execute the agreement on behalf of the Corporation.

### STRATEGIC IMPACT:

- 2. Promotion of Tourism / Destination Tourism
- 13. Maintain / Enhance Existing Levels of Service
- 16. Mitigate risks of climate change
- 17. Improve Transportation Linkages

### OPTIONS & ALTERNATIVES:

- 1. Approve and enter into agreement;
- 2. Amend then enter into agreement; or
- 3. Reject agreement.

### HISTORY:

Council will recall in the fall of 2021 and winter of 2022 the discussions raised from members of the general public as well as members of council, surrounding the possibility of expanding/extending the existing La Verendrye Parkway to create better active transportation linkages within the Town of Fort Frances.

## Active Transportation Fund Grant Agreement

Since these discussions had taken place, administration has actively sought funding opportunities to assist with completing a conceptual design and feasibility study for the extension of the parkway to determine what exactly needs to be considered for the expansion.

### ANALYSIS:

The Town of Fort Frances has been awarded \$50,000.00 to undertake a planning study to determine necessary steps and considerations for an expansion of the La Verendrye Parkway. Administration intends to utilize these funds to retain a consultant that will conduct a feasibility study and conceptual design that will pave the way for detailed works to proceed with said expansion.

Administration, conditional of approval of the agreement, will issue an RFP to retain said consultant. The details of the RFP are being constructed but yet to be finalized.

A draft form of the agreement has been included with this report for information. The final details are to be input prior to by-law approval.

### CONSULTATION:

The Active Transportation Fund Team

### SUPPORTING DOCUMENTS:

[PTFP-1101-La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design](#)

[GA - PTFP-1101-La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design - CV notes](#)



June 28, 2022

Cody Vangel  
Transportation Superintendent, Chief Building Official and Municipal Planner  
The Corporation of the Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario P9A 3P9  
[cvangel@fortfrances.ca](mailto:cvangel@fortfrances.ca)

Dear Cody Vangel:

It is my pleasure to inform you of the approval in principle of La Verendrye Parkway Expansion - Feasibility Study and Conceptual Design. This approval in principle is given following the successful review of your project under the terms and conditions of the Active Transportation Fund (ATF) of the Permanent Public Transit Program (PPTP).

For projects under the ATF, Canada will support 100% of the total eligible costs to a maximum of \$50,000. A federal grant in the amount of \$50,000, payable in a one-time lump sum payment, will be awarded to support the project.

With this approval in principle, eligible costs as determined under the terms and conditions of the PPTP and ATF and incurred as of the date of this letter, will be eligible for federal reimbursement subject to the timely execution of a grant agreement. If a grant agreement is not signed, the Government of Canada will not reimburse any costs incurred. Once signed, the grant agreement represents the final federal approval of the Project.

In addition to other terms and conditions that will be identified within the grant agreement, The Corporation of the Town of Fort Frances will establish and use a fair, transparent, competitive, and value-for-money procurement processes.

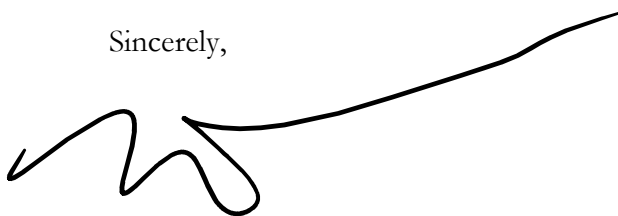
Due to the competitive nature of the ATF, changes to the scope of the Project require careful review and approval by Canada. As your Project is being approved in principle on the basis of the information in your application, please notify my officials in writing, should you expect changes in scope or timing of the project.

Departmental officials will contact you shortly to move forward with the negotiation of the grant agreement.

I would like to take this opportunity to thank you for your collaboration and commitment to the successful delivery of the ATF. I look forward to working with you as we continue to implement this long-term infrastructure program for the benefit of all Canadians.

Please accept my best regards.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Mark Matz  
Director General  
Public Transit  
Communities and Infrastructure Programs  
Infrastructure Canada

CANADA – THE CORPORATION OF THE TOWN OF FORT FRANCES  
PERMANENT PUBLIC TRANSIT PROGRAM – ACTIVE TRANSPORTATION FUND  
GRANT AGREEMENT FOR LA VERENDRYE PARKWAY EXPANSION - FEASIBILITY STUDY  
AND CONCEPTUAL DESIGN

This Agreement is made as of the date of last signature.

**BETWEEN:** HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

**AND**

[LEGAL NAME OF MUNICIPALITY, E.G. THE CITY/  
CORPORATION/REGIONAL MUNICIPALITY OF X], continued or incorporated pursuant to the [ACT] (the “Recipient”),  
  
individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS**

**WHEREAS** the Active Transportation Fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over five years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

**WHEREAS** the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Permanent Public Transit Program - Active Transportation Fund (“the Program”) and wishes to provide financial support to The Corporation of the Town of Fort Frances under this Agreement;

**WHEREAS** the Recipient is a Municipality which is eligible under the Program and has submitted to Canada an application dated March 21, 2022, which successfully met the selection criteria and qualifies for funding under the Program;

**WHEREAS** the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

**NOW THEREFORE**, the Parties hereby agree as follows:

**1. INTERPRETATION**

**1.1 DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“Agreement” means this grant agreement and all its schedules, as may be amended from time to time.

“Agreement End Date” means February 2, 2023.

“Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising

**Commented [CV1]:** Is there any options for extension to this? Based on our municipal procurement policies and Council meetings/elections I believe we will be tight on this timeline to fulfill the project.

campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“**Contract**” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“**Effective Date**” means the date of last signature of this Agreement.

“**Eligibility Criteria**” means the eligibility criteria as described in Schedule A.1 (Eligibility Criteria).

“**Project**” means the planning and design project submitted by the Recipient as described in Schedule A.2 (The Project).

“**Third Party**” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

- Schedule A – Grant Details
- Schedule B – Eligible and Ineligible Expenditures
- Schedule C – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 GRANT BY CANADA

- a) Canada agrees to make a grant payment to the Recipient for the total amount of fifty thousand dollars (\$50,000) under this Agreement which will be payable in accordance with the terms of this Agreement .
- b) The Parties acknowledge that Canada’s role in the Project is limited to making a grant payment to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will inform Canada promptly should it no longer meet the Eligibility Criteria.
- b) The Recipient will complete the Project in accordance with the terms and conditions of this Agreement.
- c) The Recipient will repay to Canada any and all overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada immediately should it no longer be able to



meet the terms and conditions of this Agreement or of any fact or event that could compromise wholly or in part the Project

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada’s obligation to make any payment under this agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown’s main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 13.12 (Amendments).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement [INSERT EITHER “as duly authorized by [BY-LAW OR RESOLUTION REFERENCE], dated [DATE]” OR “by resolution of its Board of Directors, dated [DATE]”];
- b) The Recipient has the capacity and authority to carry out the Project;
- c) The Recipient and Project meet the Eligibility Criteria;
- d) This Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) All information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment.;
- f) Any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient’s behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) The Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) There are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient’s ability to carry out the activities

**Commented [CV2]:** We will need to sign agreement with an authorizing by-law, we do not have this by-law yet. Do you have any recommendations or experience with this clause on how to tweak for a by-law not passed yet?

contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement;

- i) The Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered;
- j) The Recipient will award and manage all Contracts in accordance with its policies and procedures and in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.

5. GRANT PAYMENT(S)

- a) Canada will pay the grant payment to the Recipient in one lump sum within twenty (20) business days upon:
  - i. the Parties’ execution of this Agreement; and
  - ii. evidence provided by the Recipient, to Canada’s satisfaction, that the Recipient meets the Eligibility Criteria.

6. REPORTING

The Recipient will be required to submit a narrative report on their activities upon the completion of their planning strategy. The contents of this report would include:

- a) Project targeted within the strategy;
- b) Alignment of strategy goals with federal outcomes;
- c) Outreach to vulnerable populations carried out during the creation of the strategy;
- d) Communications Activities.

7. AUDIT AND EVALUATION

7.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards.

7.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

7.3 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

7.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

7.5 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

8. COMMUNICATIONS

8.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule C (Communications Protocol).

8.2 RECOGNITION OF CANADA’S GRANT

The Recipient will acknowledge Canada’s grant in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

8.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

8.4 OFFICIAL LANGUAGES

The Recipient agrees that:

- a) all bilingual requirements for joint funding announcements, and any communications activity led by Canada, will be managed by Infrastructure Canada.
- b) it will provide its services, when appropriate, in such a manner as to accommodate the specific needs of both official language communities.

9. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) The Recipient hereby grants to Canada a free of charge, non-exclusive, royalty-free, perpetual, worldwide and irrevocable license to exercise the intellectual property rights including to collect, retain, use, reproduce, communicate, modify, disclose, translate, publish, and distribute, in whole or in part, products developed for the completion of the Project and any other information provided by the Recipient, for promotional, informational and reporting purposes, in relation to this Agreement, in any form and by any medium, for any purpose directly or indirectly related to the Program.
- d) Canada has the right to film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

10. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section will affect, alter or modify the rights of Canada under this Agreement to terminate the Agreement.

11. DEFAULT

11.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada’s satisfaction.

11.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada’s opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

11.3 REMEDIES ON DEFAULT

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement.

12. LIMITATION OF LIABILITY AND INDEMNIFICATION

12.1 DEFINITION OF PERSON

In this section, “Person” includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

12.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

12.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

13. GENERAL

13.1 SURVIVAL

The Parties’ rights and obligations, which by their nature extend beyond the termination of this Agreement, will survive any termination of this Agreement.

13.2 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

13.3 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal Interest and Administrative Charges Regulations.

13.4 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

13.5 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.6 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

13.7 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

13.8 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

13.9 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada’s express written consent is void.

13.10 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, including by electronic signature or PDF, and the signed copies will, when attached, constitute an original agreement.

13.11 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

13.12 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

13.13 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

13.14 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, or messenger to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:  
  
Active Transportation Fund  
Infrastructure Canada  
180 Kent Street Ottawa Ontario  
ATF-FTA@infc.gc.ca

Recipient:  
[TITLE OF POSITION]  
[ADDRESS, EMAIL AND FAX NUMBER]

- b) Such notice will be deemed to have been received:
  - i. in person, when delivered;
  - ii. if sent by mail or email, when receipt is acknowledged by the other Party;
  - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that

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representative, it will advise the other Party as soon as possible.

**13.15 COMPLIANCE WITH LAWS**

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

**13.16 GOVERNING LAW**

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in **Ontario**. The Parties attorn to the jurisdiction of the Courts of **Ontario** and all courts competent to hear appeals from the Courts of **Ontario**.

**13.17 SUCCESSORS AND ASSIGNS**

This Agreement is binding upon the Parties and their respective successors and assigns.

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14. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of The Corporation of the Town of Fort Frances by [TITLE].

HER MAJESTY THE QUEEN IN RIGHT OF CANADA [INSERT LEGAL NAME OF MUNICIPALITY]

Per: Marie-Pier Nassif, Senior Director  
Active Transportation and Zero Emission  
Buses, Infrastructure Canada Per: [INSERT NAME ]  
[INSERT TITLE]

Date [Date]

[If Recipient requires more than one signature to execute the agreement, use:]

Per: [INSERT NAME ]  
[INSERT TITLE]

[Date]



SCHEDULE A – GRANT DETAILS

SCHEDULE A.1: ELIGIBILITY CRITERIA

RECIPIENT ELIGIBILITY:

Municipal, local and regional governments such as service districts; Indigenous organizations; and not-for-profit organizations can apply for planning and design grants. The complete list of eligible applicants is:

- 1) Municipalities, local and regional governments established under provincial or territorial statute, including service districts.
- 2) Public sector bodies that are established by or under provincial or territorial statute, or by regulation, or are wholly-owned by a province, territory, municipal or regional government, including but not limited to:
  - a) Municipally-owned corporations;
  - b) Provincial or territorial organizations that deliver municipal services; and
  - c) Any other form of local governance that exists outside of the municipality description.
- 3) Indigenous governing bodies, including but not limited to:
  - a) A band council within the meaning of section 2 of the *Indian Act*;
  - b) A First Nation, Inuit or Métis government or authority established pursuant to a Self-Government Agreement or a Comprehensive Land Claim Agreement between Her Majesty the Queen in right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
  - c) A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure.
- 4) Federally or Provincially incorporated not-for-profit organizations whose mandate is to improve Indigenous outcomes, organizations serving Indigenous communities living in urban centers and First Nations living off-reserve.
- 5) Indigenous development corporations.
- 6) Federally or Provincially incorporated not-for-profit organizations.

Please note that individuals; private citizens; and federal entities, including federal Crown corporations are ineligible.

PROJECT ELIGIBILITY:

Planning and design projects refer to the development or enhancement of formal active transportation strategic planning documents or stakeholder engagement. This could entail the development of an Active Transportation Strategy, that could support the National Active Transportation Strategy, or the development of an active transportation component which can be added to other planning documents, such as Official Community Plans, Sustainability Plans, and Transportation Plans. Eligible projects include:

- Research, including case studies, data collection initiatives, mapping of walkability and bikeability, community audits/assessments;
- Public and/or stakeholder engagement and outreach, education programs;
- Policy development, including drafting objectives/actions for inclusion in community land use and/or transportation plans;
- Feasibility studies, business cases, and detailed costing estimates relating to the design of a project or program; and
- Projects which support the implementation of Canada’s national active transportation strategy, such as events raising awareness and encouraging adoption of active transportation.

SCHEDULE A.2: THE PROJECT

The La Verendrye Parkway is located in the Town of Fort Frances and is approximately 3.0km in length and is situated on the beautiful upper Rainy River. The parkway is a forefront attraction for the municipality providing an active transportation route to the Town's Sorting Gap marina, and is utilized by citizens of all ages from all backgrounds to promote healthy active living, as well as the waterfront feature. The intent of this application will be to retain a consultant to conduct a feasibility study and conceptual design work to determine the best routes and opportunities for an approximately 2.3km extension to the parkway along the upper and lower rivers, and to identify opportunities for continuing an active transportation route through the westerly areas of Town. Completion of this study will provide the Town of Fort Frances with a comprehensive plan to be able to connect the east and west ends of Fort Frances with a transportation route spanning the entire Town of Fort Frances. A successful study will allow the Town to choose a "best fit" route, provide conceptual drawings, and provide the capability to plan for land procurement and detailed design works, which will then be put into motion through capital construction works.

As we begin to move forward from the COVID-19 pandemic the need for outdoor activities and health promoting amenities will be crucial to assist Canadians with mental health challenges that may have heightened over the last two years. By planning for the expansion of the La Verendrye Parkway it will put the Town in a better position to prepare for capital construction projects in the near future. Expansion of this parkway will provide an extensive active transportation link for citizens of the Town to enjoy, on the edge of Rainy River, where getting outside into the fresh air along the water can be enjoyed by all. This will allow all citizens to take one step closer to living a healthy and active lifestyle, and if at the very least provide them with a peaceful location to relax, unwind and escape the hectic world we live in.

SCHEDULE A.3: THE PROJECT BUDGET

Project Budget	Amount
Total Project Cost	\$50,000
Total Eligible Cost	\$50,000

Total INFC Contribution	Grant Payment	Total
	2022-23	
ATF – Planning Stream	\$50,000	\$50,000

Other Sources of Funding

Funding from the Recipient	\$0
Funding from Additional Sources	\$0
Total Other Sources of Funding	\$0

**SCHEDULE B – ELIGIBLE AND INELIGIBLE EXPENDITURES**

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project under the overarching Permanent Public Transit Program and the Active Transportation Fund and are incurred by an Eligible Recipient, excluding those explicitly identified in the Ineligible Costs section below.

While a Recipient under this Agreement is not required to submit claims they should be mindful of what is considered as eligible and ineligible as part of the funding provided by this Grant.

The Program Analyst assigned to manage your agreement will provide additional support on interpreting the eligible and ineligible expenditures.

**SCHEDULE B.1: ELIGIBLE EXPENDITURES:**

- Expenditures directly associated with joint federal communication activities and with federal project signage;
- Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
- Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
- Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
- The incremental costs of the eligible recipients’ employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
  - There is a lack of private sector capacity to undertake the work; or
  - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient’s employees; or
  - A collective agreement requires the recipient to use their own unionized employees for certain project work.
- Costs associated with project monitors or independent certifiers

**SCHEDULE B.2: INELIGIBLE EXPENDITURES**

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section B.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;

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- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section B.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section B.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations;

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**SCHEDULE C– COMMUNICATIONS PROTOCOL**  
**INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S FUNDING**

**PURPOSE**

This section outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to this Agreement and the Projects funded through it.

This section will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.

The provisions of this section apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

**GUIDING PRINCIPLES**

Communications Activities undertaken in accordance with this section should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.

**GOVERNANCE**

The Parties will designate communications contacts that will be responsible for overseeing communication activities.

**JOINT COMMUNICATIONS**

Canada and the Recipient will jointly conduct Communications Activities about the funding of the Project(s) (“Joint Communications”).

Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties, where applicable.

All Joint Communications material will be approved by Canada and the Recipient prior to release, and will recognize the funding of all parties.

Each of the Parties may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least fifteen (15) business days’ notice to the other Party. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

The requestor of the Joint Communications will provide an equal opportunity for the other Parties to participate and choose their own designated representative (in the case of an event).

The Recipient will be responsible for providing onsite communications and logistics support.

Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada word mark and Recipient’s logos. Canada will provide the translation services and final approval on products.

The conduct of all Joint Communications will follow the Table of Precedence for Canada.

INDIVIDUAL COMMUNICATIONS

Notwithstanding section 8 (Communications), Canada and the Recipient retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.

Canada will post a copy of this agreement on its website, in addition to information on any of the Recipients funded through it.

Canada, and the Recipient may each include general Program messaging and examples of Projects funded though the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties; and if web or social-media based, from linking to it.

Canada and the Recipient may issue digital communications to communicate progress of the Project(s).

Where a Party establishes a web site or web page is created to promote or communicate progress on a funded Project or Projects, that Party must ensure that the site or page recognizes federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada."

The Canada wordmark or digital sign must link to Infrastructure Canada's website. Canada will provide and publish guidelines for how this recognition is to appear.

OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

MEDIA RELATIONS

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and/or the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, the sponsoring Party or Recipient will inform the other Parties or Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.

## ADMINISTRATIVE REPORT

**Subject: Former Mill Properties Conceptual Land Use Plan - Resolution of Support**

**Date: September 12, 2022**

**To: Mayor & Council**

**From: Cody Vangel, Chief Building Official / Municipal Planner**



### ISSUE:

Consideration of passing a resolution of general support for the Conceptual Land Use Plan for the Former Mill Properties to assist the property owners when seeking funding opportunities related to redevelopment.

### ADMINISTRATIVE RECOMMENDATION:

THAT Council of the Town of Fort Frances approve Report # AR -22-0030 and supports, in general, the Conceptual Land Use Plan for the Former Mill Properties as prepared by Scatliff + Miller + Murray May 2022.

### STRATEGIC IMPACT:

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

### OPTIONS & ALTERNATIVES:

1. Pass a resolution of support; or
2. Disregard resolution of support.

### HISTORY:

Council will recall the creation of the Fort Frances/Aazhogan Renewal Planning Committee which set out to work collaboratively with 2670568 Ontario Ltd., Rainy River First Nations and Rainy River Future Developments Corporation. The goal of the planning committee was to engage a consultant to craft location specific land use planning policies, identify economic development opportunities and to provide recommendations that would be used to amend the Town of Fort Frances Official Plan and Zoning By-Law to assist in the redevelopment of the subject lands. The outcome of these amendments would intend to assist to mitigate delays and reduce turnaround times on planning applications associated with the subject lands and to promote redevelopment of the lands for a wide range of uses.

### ANALYSIS:

## Former Mill Properties Conceptual Land Use Plan - Resolution of Support

The Fort Frances/Aazhogan Renewal Planning Committee engaged Scatliff + Miller + Murray to develop a conceptual land use plan for the former Fort Frances Mill properties. The final report resulting from the planning study has been attached with this report and was subsequently presented to Council via deputation on June 27, 2022. Through further conversation amongst the members of the Fort Frances/Aazhogan Renewal Planning Committee, it was requested to bring forward a report to Mayor and Council seeking a resolution of general support. The intent of receiving a resolution of general support would be to assist the property owners in hopefully obtaining various forms of funding that would be utilized towards promoting redevelopment activities.

### CONSULTATION:

Rainy River Future Development Corp.  
Ziibi Anishinaabe Investments Inc.  
BMI Restorative (2670568 Ontario Ltd.)

### SUPPORTING DOCUMENTS:

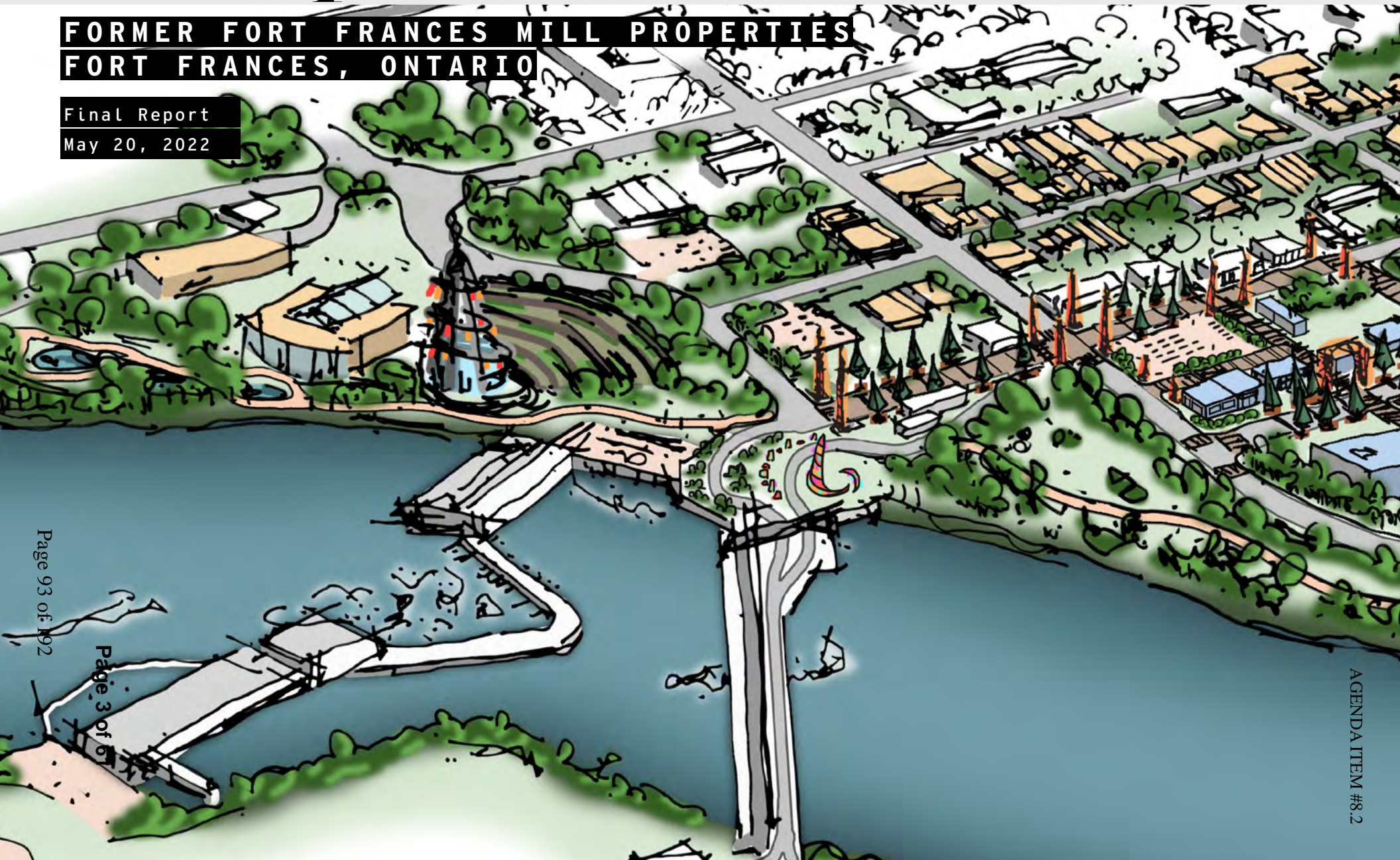
[FFMR\\_FinalReport\\_May2022](#)



# *Conceptual Land Use Plan*

**FORMER FORT FRANCES MILL PROPERTIES  
FORT FRANCES, ONTARIO**

Final Report  
May 20, 2022



# Acknowledgments

2670568 Ontario Ltd., more commonly referred to as BMI Group, acquired the subject lands with the intent to engage in a redevelopment strategy in joint venture with Rainy River First Nations (RRFN). This joint venture operates as Aazhogan Renewal. Ziibi Anishinaabe Investments Inc. (Ziibi Investments) is the operating entity assigned by RRFN to act on its behalf for this project.

The Town of Fort Frances and Aazhogan Renewal have agreed to work together with the project team through an Advisory Committee to undertake the strategic planning for this project. This Committee is comprised of:

- Stacey Jack, Project Advisor, BMI Group
- Tim Friesen, Interim CEO, Ziibi Investments
- Cody Vangel, Chief Building Official & Municipal Planner, Town of Fort Frances
- Geoff Gillon, Executive Director, Rainy River Future Development Corporation
- Tannis Drysdale, Economic Development Consultant, Town of Fort Frances

This report and redevelopment concept were created on behalf of the Advisory Committee by the project team:

- Scatliff + Miller + Murray:
  - Tom Janzen
  - Wes Paetkau
  - Michael Blatz
  - Mike Scatliff
  - Cheryl Oakden
  - Matthew Peters
- KGS Group:
  - Burton Mikolayenko
  - Alison Barrett
- Compass:
  - Ian McCormack
- Indigenous Design and Public Art Advisor:
  - Cassandra Cochrane

Cassandra Cochrane also provided the otter tail and floral motifs used throughout this report.

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# *Introduction*

The former Resolute Pulp and Paper Mill in Fort Frances was intrinsic to Fort Frances' identity and economy for generations. Not only dominating the Town's skyline, the Mill was the Town's main employer, and was a feature in the daily lives of most if not all of its residents. Straddling the entry point into Canada, it also provided an impressive and industrious gateway into Fort Frances, Treaty 3 Territory, and Northern Ontario.

The official closing of the Mill in 2014 continues to be felt deeply by Fort Frances and the surrounding region. Not surprisingly, there is intense community interest in the future plans for the Mill site and what those plans will mean for the future of Fort Frances. Just like the development of the Mill did in the early 1900s, the redevelopment of the subject lands represents an extraordinary opportunity to redefine and reaffirm the Town's identity and set the stage for sustainable investment and community building for generations to come.

## PURPOSE

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This plan represents a conceptual blueprint for the redevelopment of the former Mill site and its reintegration into the Town's urban fabric. Recognizing the magnitude of the project and its significance to Fort Frances, the intent is to define an overall vision for the redevelopment of the former Mill site that reflects community values, promotes renewal, guides future planning, and generates positive momentum in Fort Frances. It also provides sufficient flexibility to allow for creative interpretation and innovative solutions to meet the long-term development objectives for the former Mill site and Town.

## PROCESS

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This plan reflects the principles that conceptual planning should be inclusive, visionary, ambitious, and achievable. Its preparation evolved on the basis of the following inputs and processes:

1. A review of pertinent background reports, community profile, real estate and tourism market data, infrastructure servicing information as well as policies and regulations supporting the Town's land use and development planning framework.
2. A visit by project team members to the community and RRFN in early October 2021 to become more familiar with the conditions, issues and opportunities affecting the former Mill site and its context within the Town and surrounding region.
3. Collaborating in an iterative manner with Aazhogan Renewal representatives, the Advisory Committee, Town staff and Canada Border Services Agency (CBSA) staff to further assess and/or refine land use planning and redevelopment issues and opportunities, and to vet proposed ideas, strategies and recommendations for the former Mill site.

## STUDY AREA

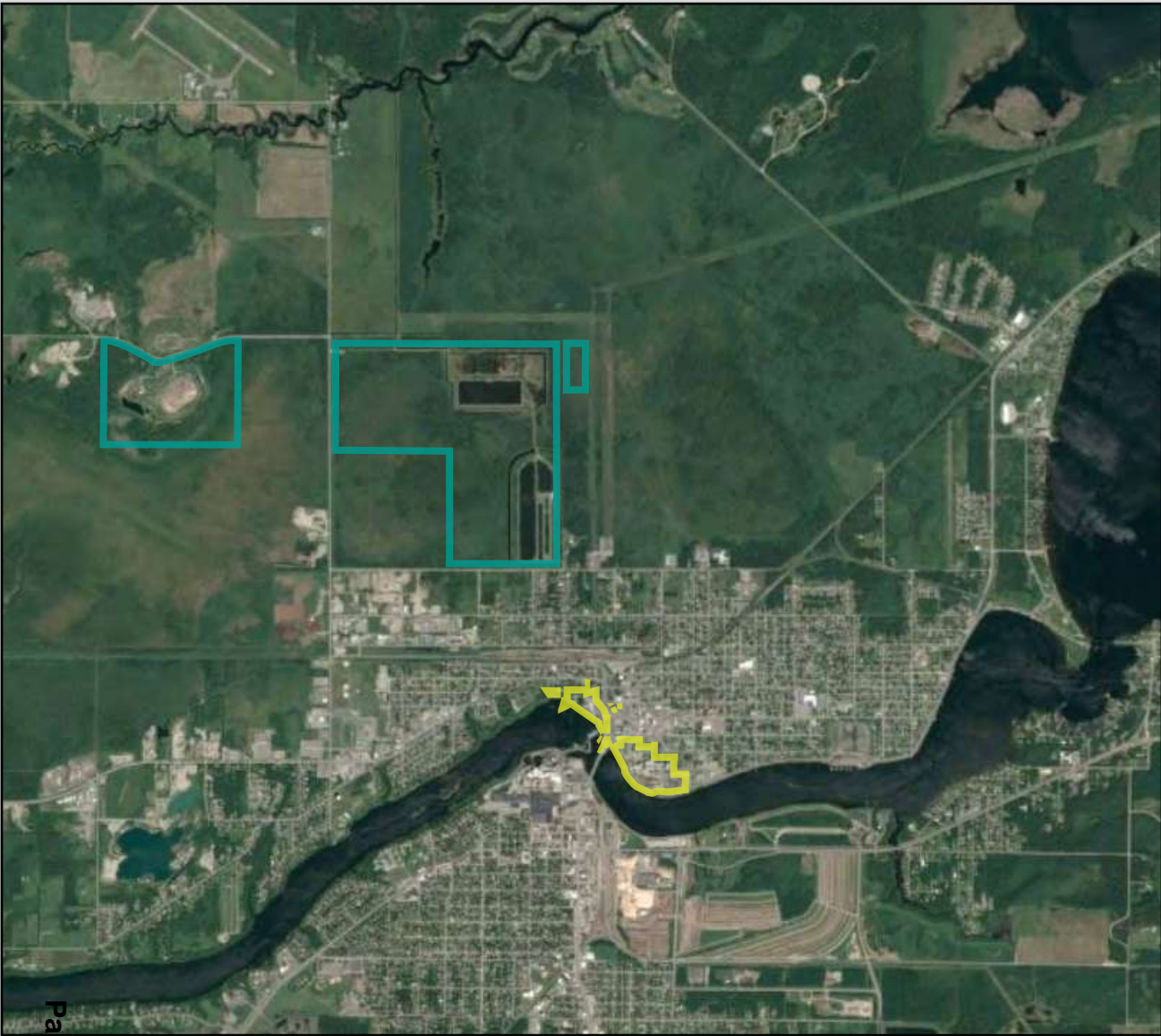
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The subject lands, as shown on Figure 1 and Figure 2, comprise several properties totaling 294 hectares (725 acres), which are located in two areas within the Town. Area No. 1 is in the heart of Fort Frances, just west of downtown along the northern shore of Rainy River. This area comprises 25 hectares (61 acres) and was the focal point of the Mill operations, before it officially closed in 2014. The TransCanada Highway extends along its northerly extent, with additional access points provided by the downtown street network.

The Canada-United States (US) border runs within the river basin. The CBSA station is located adjacent to the International Bridge crossing, also within Area No. 1, just south of Church Street between Central and Mowat Avenues. Land uses adjacent to Area No. 1 include pockets of commercial, industrial and residential uses, as well as La Verendrye Hospital at the intersection of Front Street and Victoria Avenue.

Area No. 2 is in the northwest portion of the Town. This area provided private utility services in support of the former Mill operation, namely, a 203 hectare (501 acre) sewage lagoon and a 66 hectare (163 acre) landfill site.

Pursuant to acquiring the subject lands, BMI Group has engaged the demolition of most of the former Mill buildings and structures. The buildings and structures that are to remain and form part of the overall vision for the redevelopment of the former Mill site are shown on Figure 2.



**Legend**

Subject Lands



-  Area No. 1 (Shorelands): Site of Former Pulp and Paper Mill
-  Area No. 2: Site of Former Mill's Landfill and Lagoon

FIGURE 1: MAP OF SUBJECT LANDS IN FORT FRANCES





Legend











-  Subject Lands
-  Existing Buildings to Remain
-  1 Former Stores Warehouse No. 2
-  2 Historic Mill Building
-  3 Historic Mill Building
-  4 CBSA Station
-  5 Former Bio-Mass Building
-  6 Former Paint & Mason Shop
-  7 Former International Bridge & Terminal Building
-  8 Portage Warehouse

FIGURE 2: DETAIL MAP OF AREA NO. 1 (SHORELAND PROPERTIES)

## CONTEXT

### Abridged History

The area's long history begins with the Saulteaux peoples who lived on the local lands and waters since time immemorial. The area offered bountiful fishing and hunting, as well as trade via the Rainy River, enabling the Saulteaux to flourish. Change came with the influx of European settlers in the 1700s and 1800s, at first enabling more trading opportunities, including a Hudson's Bay Company trading post called Fort Frances, but eventually leading to the creation of new borders, countries, and reserves.

On October 3, 1873, the Anishinaabe and the British agreed to share the 55,000 square miles of territory covering present-day northwest Ontario and southeast Manitoba under Treaty No. 3. Treaty No. 3 was planned to be the first post-Confederation treaty, but the Anishinaabe held firm that they would not cede lands, nor allow farming or settlement, in their territory. Despite this, the area was ultimately settled, and the trading post of Fort Frances grew into the Town of Fort Frances.

The story of the industrial heart of Fort Frances began in part with the construction of the Minnesota and Ontario Company pulp and paper mill in 1912, as well as the original private international road and rail bridge between the community and International Falls, Minnesota. The Town and the Mill continued to grow in the 20th century, with the Mill eventually employing 700 people; however, very few of them were members of the local Treaty 3 Nations. The mill changed owners several times over its history before permanently closing in 2014. The loss of a major employer deeply affected the Town, whose population had been on the decline for at least 20 years prior. Still, the area is widely known as a fishing and hunting destination, bolstered by the international border crossing and tourists from the US. An extended community profile can be found in Appendix A.

### Planning Policy

Redevelopment of the former Mill site will be informed by the Town of Fort Frances' policy documents. A summary of relevant policies is included below, and more detail can be found in Appendix B.

The Town of Fort Frances Official Plan was adopted in 2011, while the Mill was still operational, and designates the majority of the former Mill site (Area Nos. 1 and 2) as 'Employment Area'. A portion of land along the southerly extent of the Cornwall Avenue right-of-way is designated as 'Living Area,' and three parcels on the north side of the Central Avenue / Scott Street right-of-way are designated 'Downtown Business Area'. Additionally, portions of the former Mill site are subject to special policy regarding potential flooding, environmental occurrences, and the international gateway. Finally, the Official Plan includes a 'Gateway Economic Overlay'. Its focus is on specialized transportation and logistics uses, developed with high quality urban design.

The Town of Fort Frances Zoning By-law zones the majority of the shoreland portion of the former Mill site (Area No. 1) as 'M1 – Light Industrial', however three parcels on the north side of the Central Avenue / Scott Street right-of-way are zoned 'C2 – General Commercial'. Area No. 2 in the northwest portion of Town is zoned 'M2 – Heavy Industrial' and 'M3 – Waste Disposal Industrial'.

In addition, a portion of land at the foot of the International Bridge, including the CBSA station, is a "sterile zone" in which vehicle and pedestrian traffic is restricted to vehicles and individuals intending to cross the Canada-US border.

Lastly, the Shevlin Wood Yard and Gateway to Fort Frances Study identifies the importance of the Canada-US border crossing and the former Shevlin Wood Yard (re-branded as Shevlin Green) as key development opportunities for the Town. As shown on Figure 3, both have an intrinsic relationship with the downtown, and their proximity to the former Mill site represents an important consideration in the planning process.



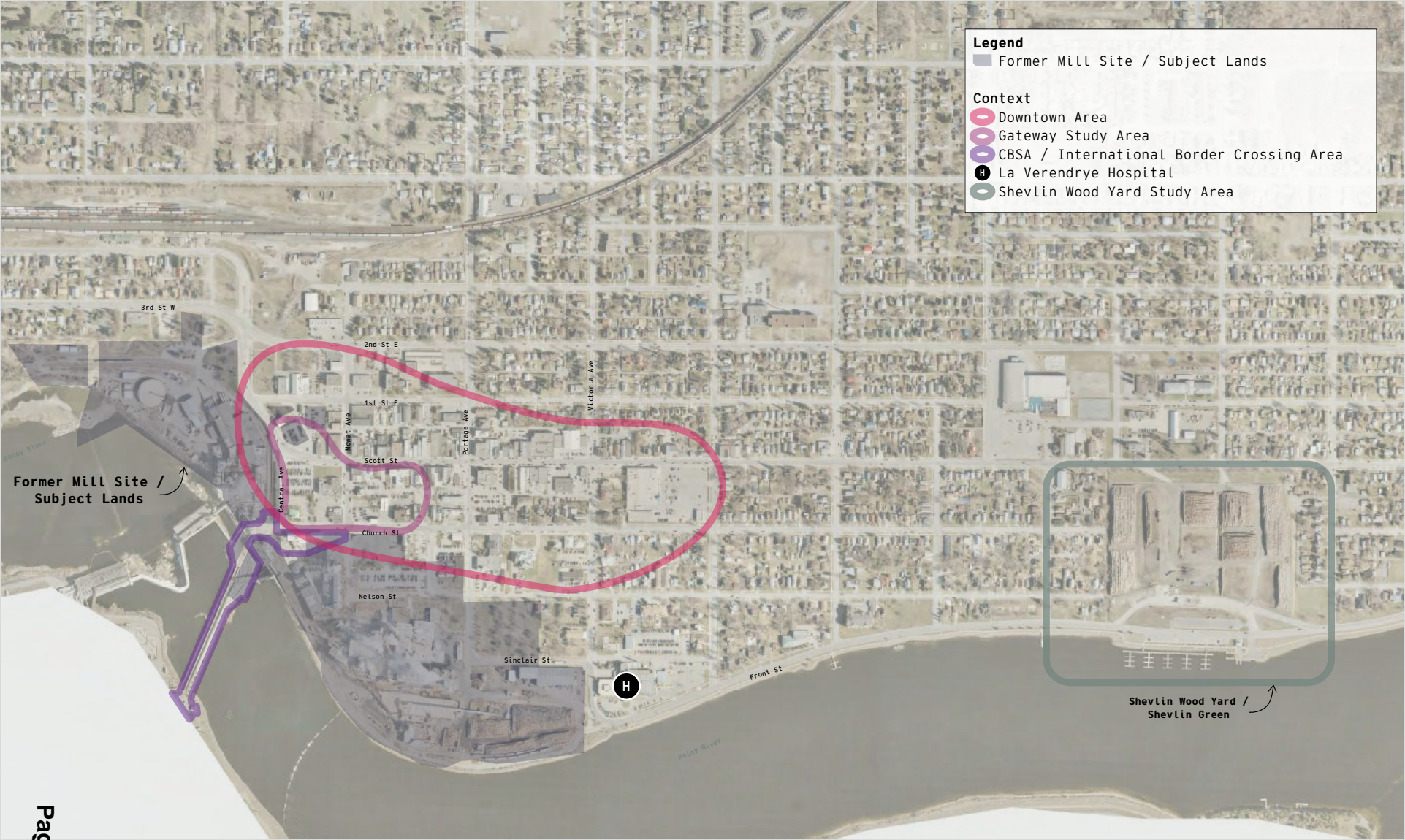


FIGURE 3: SHORELAND CONTEXT MAP

# Vision

*The redevelopment of the former Mill site is a monumental project for Aazhogan Renewal, Fort Frances and the surrounding district. Ushering in a new, sustainable future for the region, the redevelopment should be a model for economic regeneration, urban revitalization, and inclusive community building that transforms the former Mill site and reopens the waterfront in particular. It should be a home for innovation, bold ideas, and experimentation in design and land use.*

## ASPIRATIONS

The redevelopment vision is supported by the following aspirations:

### Revitalization

Propel the complete transformation of the waterfront portion of the former Mill site into a thriving urban district, that showcases innovative community building, promotes design excellence, and supports the Fort Frances image as a regional centre.

### Reception

Recognize and elevate the importance of the waterfront portion of the former Mill site as a gateway to Fort Frances, Canada, and Treaty 3 traditional territory.

### Reconnection

Integrate the waterfront portion of the former Mill site back into the Town's structure, create links with Anishinaabe culture, and explore the possibilities for business and economic synergies.

### Reconciliation

Build strong relations, embed Indigenous perspectives, and embrace reconciliation with Indigenous communities as a fundamental principle of the design and development of the former Mill site.

### Resurgence

Stimulate sustainable economic development, promote innovation, and attract investment – both public and private – given the opportunities for the waterfront portion of the former Mill site to evolve as a thriving urban district and the northwest portion of the former Mill site to continue to support utility services, but on a broader community-wide basis.

# *Redevelopment Concept*

The redevelopment framework is organized around six interconnected precincts, each intended to have distinct functional, land use, and design characteristics. Figures 4 and 5 depict the redevelopment concept in situ in Fort Frances. The concept is rooted in the vision and aspirations, as well as the pragmatic considerations outlined earlier in this report in order to support the Town as a destination / gateway and the Town's post-COVID recovery efforts.





**Legend - Conceptual Land Uses & Features**

**Market Precinct**

- 01 Retail Mixed-Use
- 02 Hospitality
- 03 Market
- 04 Cultural Arbour
- 05 Parking

**Gateway Precinct**

- 06 Parks
- 07 CBSA Station
- 08 Parking / Landing Pad
- 09 Retail

**Waterfront Precinct**

- 10 Paths / Trails
- 11 Public Pier / Docks

**Enterprise Precinct**

- 12 Light Industry

**Wellness Precinct**

- 13 Seniors Housing
- 14 Potential Health Care Expansion
- 15 Wellness Facilities



FIGURE 4: REDEVELOPMENT CONCEPT PLAN





FIGURE 5: 3D RENDERING OF REDEVELOPMENT CONCEPT PLAN (LOOKING NORTHEAST)



## MARKET PRECINCT

With a focus on cultural, leisure, and hospitality-related uses, the Market Precinct will function as an extension of Fort Frances' downtown. The vision for the Market Precinct centers around the rehabilitation and repurposing of a core set of historic Mill buildings into an animated market and cultural hub, drawing in both residents and visitors. As the gateway to Treaty 3, there is a significant opportunity to embed Indigenous design, art, and cultural uses to reinforce the connection to RRFN and their traditional territory. The redevelopment concept includes a large cultural harbour at the southernmost end of the Precinct that could serve as both an iconic architectural beacon and as a place for continental Indigenous gatherings.

### Conceptual Land Uses & Features

- 1 Retail Mixed-Use
- 2 Market
- 3 Hospitality
- 4 Cultural Arbour
- 5 Parking





## GATEWAY PRECINCT

The Gateway Precinct is envisioned as the grand entryway into Fort Frances and Treaty 3 Territory. In an ode to Northern Ontario's wilderness that draws so many visitors to the region, the Gateway Parks offer a snippet of greenery at the foot of the International Bridge. These parks, combined with Indigenous Public Art and the Cultural Arbour in the Market Precinct, provide a striking vista rooted in local culture.

The concept includes a reimagining of Church Street – with enhanced lighting and streetscaping – that welcomes returning residents and visitors to Fort Frances. The parking lot at the southeast corner of Church Street and Mowat Avenue, which has become an informal rendezvous point for inbound travelers, is proposed as a more purposeful area for visitors to rest, park, and connect. Linked via a plaza to new adjacent retail uses, this area is viewed as a 'landing pad' that provides easy access to downtown shops and the waterfront park; enticing visitors to stay and explore the Town.



### Conceptual Land Uses & Features

- 1 Retail
- 2 Parking / Landing Pad
- 3 CBSA Station
- 4 Parks
- 5 Public Art





2



5



4



5



5



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AGENDA ITEM #8.2

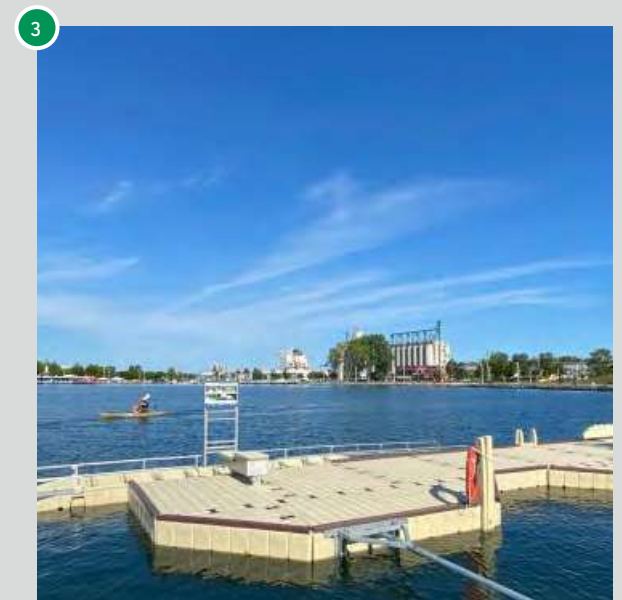


## WATERFRONT PRECINCT

The focus of the Waterfront Precinct is to reconnect the Town to its riverfront through the development of a new parkway, parks and new public docking. The new parkway will establish a green link between all of the emerging Precincts within the former Mill site and extend Fort Frances' Waterfront Walk through the site, creating a continuous pedestrian and cycling connection to the International Bridge. Through public art, signage, and other interpretive elements, the Waterfront Precinct can tell the story of Fort Frances, RRFN, and Treaty 3, Rainy River and its ecology, as well as the history of the former Mill.

### Conceptual Land Uses & Features

- 1 Waterfront Walk Extension
- 2 Public Parks & Green Space
- 3 Public Docking & Fishing Stations



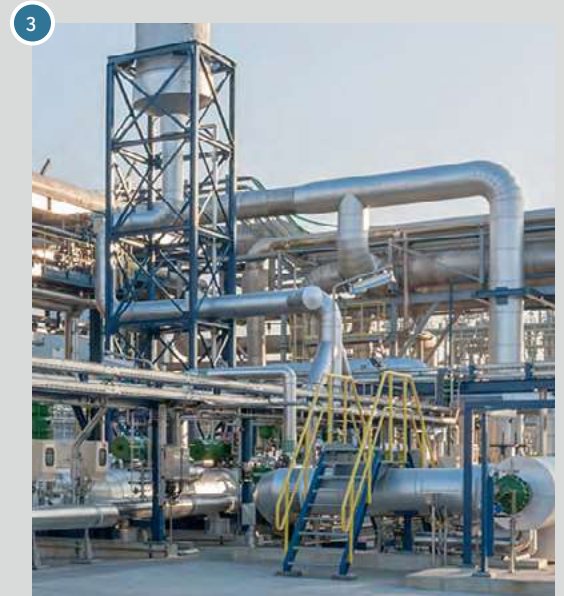
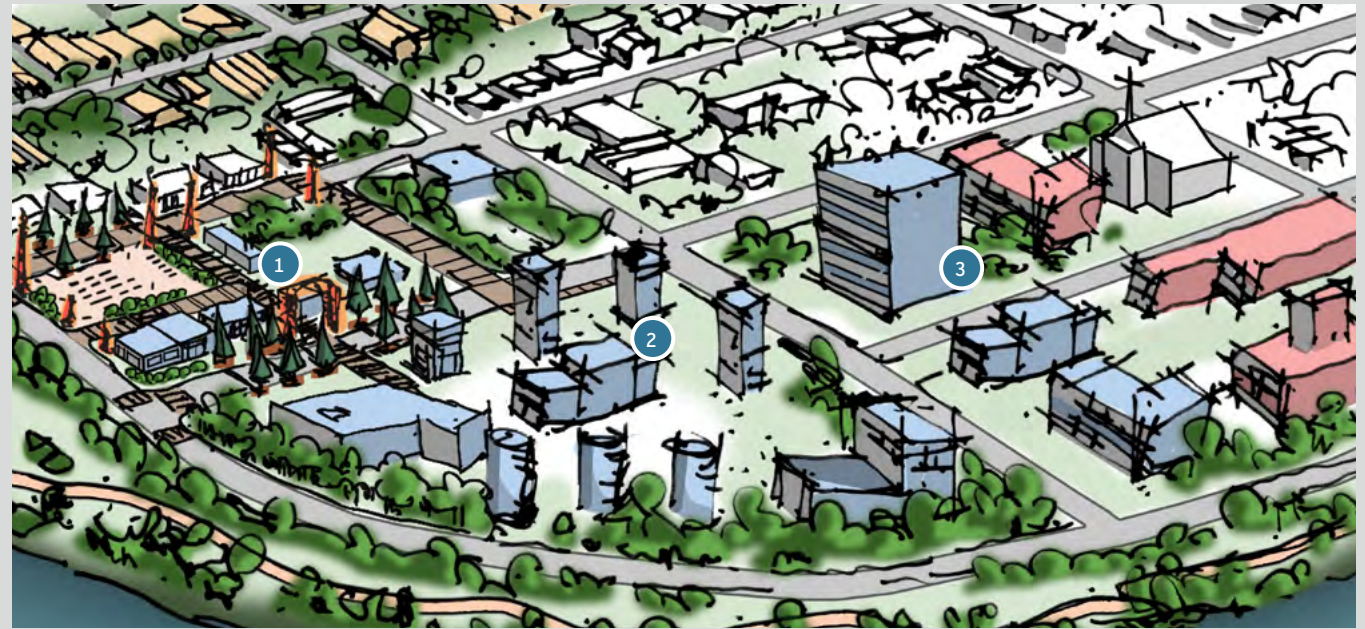


## ENTERPRISE PRECINCT

The Enterprise Precinct is intended to support new industries and re-introduce production and employment-related uses to the former Mill site. With a predominant focus on green technology, the Enterprise Precinct will be an economic generator and a potential demonstration for leading-edge industrial development and transformation.

### Conceptual Land Uses & Features

- 1 Ancillary Retail & Service Commercial
- 2 Employment Lands [+/- 4 hectares (10 acres)]
- 3 Green Industry



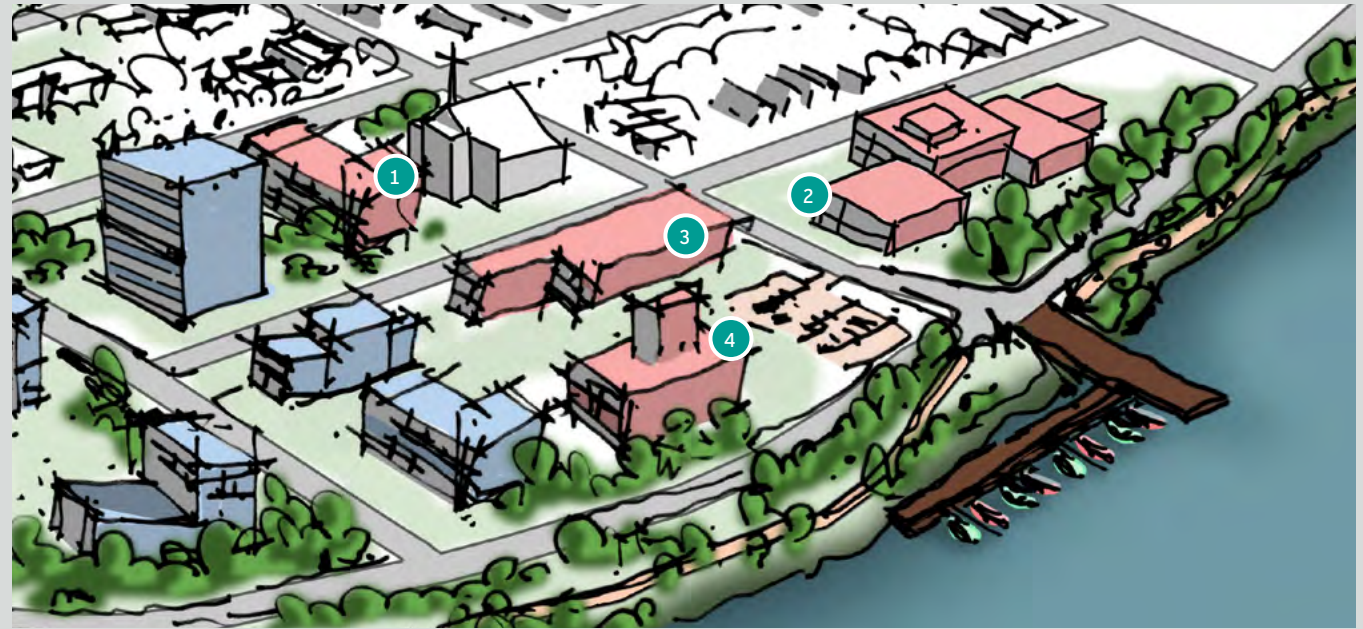


## WELLNESS PRECINCT

The Wellness Precinct builds on the adjacency of the La Verendrye Hospital and the potential for its future expansion and development into an integrated health campus. Beyond the expansion of the hospital, the Wellness Precinct envisages new seniors housing and regional-serving facilities that provide a continuum of care in a setting that is connected to the waterfront and downtown.

### Conceptual Land Uses & Features

- 1 Specialized multi-unit residential (e.g., seniors housing, extended stay housing, medical staff residences, etc.)
- 2 Potential Health Care Expansion
- 3 Medical/Health/Wellness Service & Supplies
- 4 Fitness & Rehabilitation Facilities



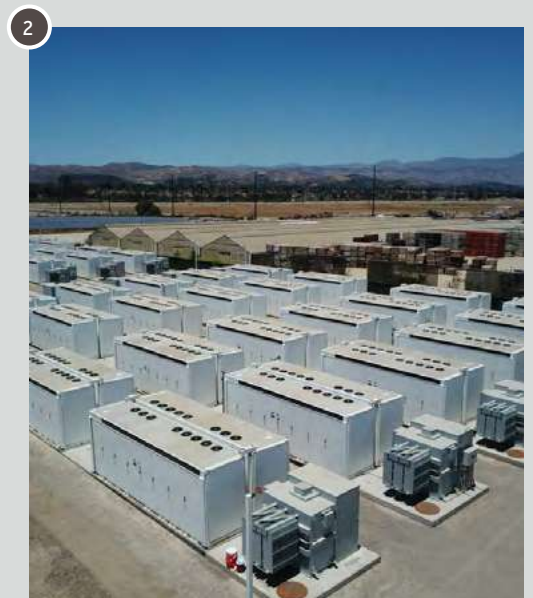


## UTILITY PRECINCT

The Utility Precinct encompasses the former Mill's landfill and lagoon sites north of the Town, identified as "Area No. 2" on Figure 1. These sites have significant potential for future green energy generation and employment-related uses, connected with and supporting the new industrial uses envisioned in the Enterprise Precinct. In addition, these lands may also support future enhancement and expansion of municipal waste management facilities.

### Conceptual Land Uses & Features

- 1 Public / Private Utilities
- 2 Green Energy Generation
- 3 Employment



## PLACEMAKING & DESIGN

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The design should welcome international travelers with a memorable and sought after experience while instilling pride for local residents who will live, work, and play on the lands. The design should strive for authenticity by drawing on local histories, vegetation, materials, traditions, cultures, art, and architecture.

### Anishinaabe Culture

Embedding Anishinaabe culture in the design will be key to creating an authentic experience. This can be done by:

1. Seeking input from Knowledge Keepers regarding all open space designs, including the Cultural Arbour.
2. Incorporating plant life from Kay-Nah-Chi-Wah-Nung, as well as interpretive elements to explain their meanings.
3. Naming streets and places using Ojibwe words and phrases, potentially mirroring those used in Manitou, in a process guided by Knowledge Keepers.
4. Hiring Indigenous artists, architects, engineers, and planners to design elements including the Cultural Arbour, public art, building wraps, open spaces, and signage.

### Mill History

The design should also draw on the historical industrial architecture of the former Mill buildings, and retrofit them for new uses. The unique style of these buildings has the potential to create a lasting image in visitors' minds. Additional elements could include reuse of masonry from demolished buildings as hardscape or metal work as public art.

## LINKAGES & CIRCULATION

As shown on Figure 6, the former Mill site, Downtown Fort Frances, and Shevlin Green will primarily be linked by Scott Street. The westerly extension of Front Street to Mowat Avenue will provide another important link. Additionally, the redevelopment concept aims to connect and revitalize several key linkages:

1. **Downtown Fort Frances and Rainy River:** A proposed pier on the shore of the Rainy River at the end of either Portage Avenue or Victoria Avenue will enable river travelers to dock and walk downtown. Likewise, patrons of the downtown will be able to walk to the pier for recreation. Further, Scott Street's western terminus will overlook the proposed Cultural Arbour, Market Precinct, and Rainy River. While no river access is planned within the Market Precinct due to water conditions, the view of Rainy River will reinforce Fort Frances' identity as a waterfront community. Finally, the proposed western extension of Front Street would curve north to connect with Mowat Avenue, offering another connection between downtown and the waterfront. These linkages should be reinforced with wayfinding signage.
2. **Former Mill Site and Downtown Fort Frances:** The redeveloped former Mill site will connect to and extend the area's existing grid road network. These linkages will reintegrate the former Mill site into the adjacent urban fabric, including downtown, as well as break the large site into smaller, human-scaled blocks. The proposed land uses will complement the surrounding area. Both the Gateway and Market Precincts are intended to include limited small-scale retail similar to what is found downtown, but with a cultural or tourism focus. Likewise, the Wellness Precinct is intended to include medical/health/wellness services which will complement the nearby existing pharmacy, clinics, and similar services along Victoria Avenue.

3. **International Border Crossing:** The former Mill site straddles the international border crossing area and is the de facto welcome to Canada and Treaty 3 territory. Building on the Shevlin Wood Yard & Gateway to Fort Frances Study, the demolition of former Mill structures at the foot of the International Bridge would offer additional opportunities to improve cross-border traffic flow. As such, the redevelopment concept shows a softer corner for Canada-bound traffic between the foot of the International Bridge and the CBSA building. This is possible due to the planned demolition of several structures and could enable Canada-bound traffic to split into multiple queuing lanes earlier, which could help ease congestion. This potential change should be studied further, possibly as an update to the Shevlin Wood Yard & Gateway to Fort Frances Study.

The proposed Gateway Precinct also offers opportunity to capitalize on the '30 Minute Stop-Shop-and-Go-Market' by encouraging parking, including truck/trailer/boat parking, in the parking lot immediately east of the CBSA building, and activating the area with amenities such as food trucks, retail shops, a café or restaurant, and public washrooms. These amenities, in addition to the other redevelopment precincts within the former Mill site, along with the downtown and the Shevlin Green redevelopment, could encourage travelers to spend more time in Town.



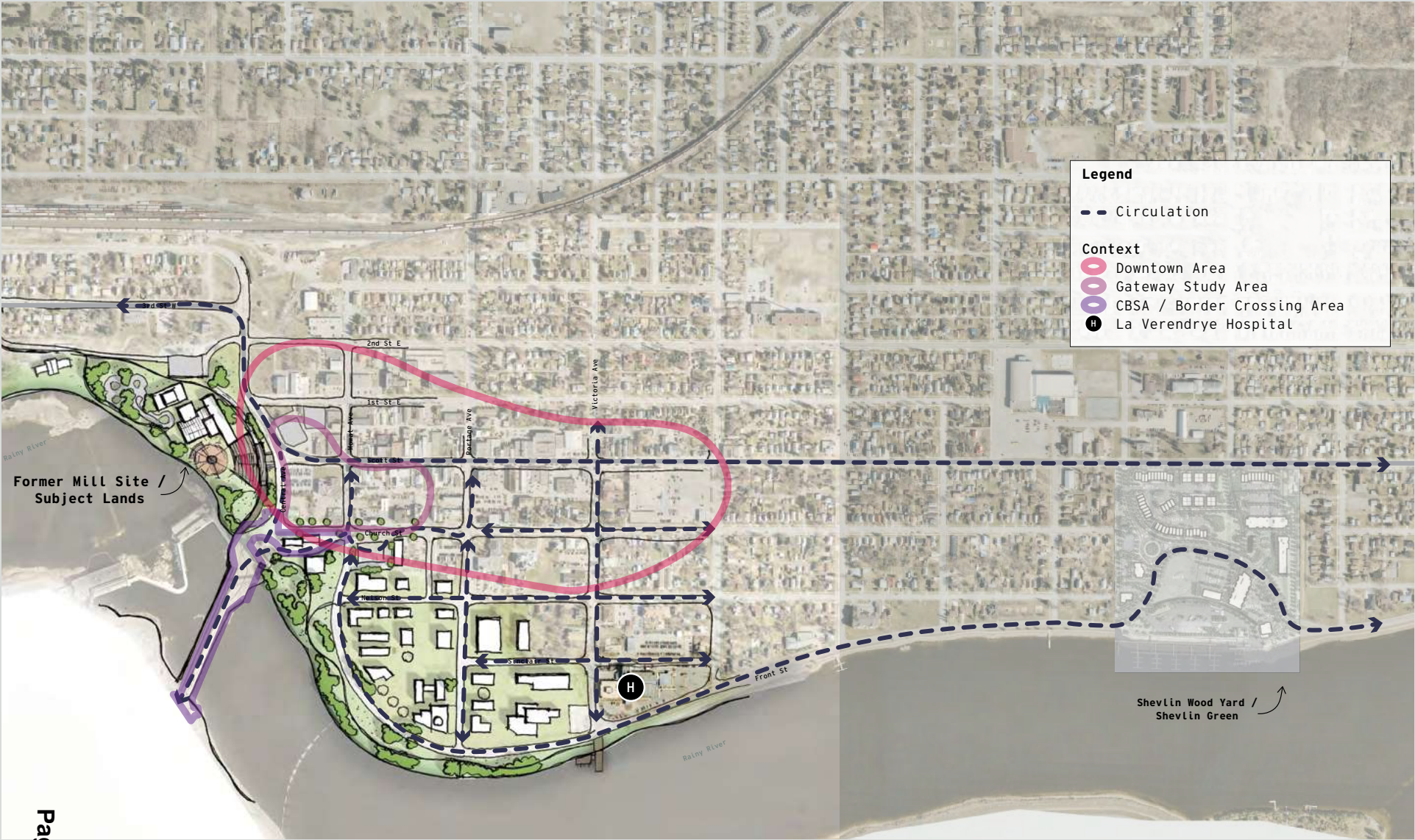


FIGURE 6: FORMER MILL SITE, DOWNTOWN & SHEVLIN GREEN CIRCULATION MAP



Finally, and as shown on Figure 7, the redevelopment concept shows a land use mix intended to complement and strengthen downtown Fort Frances. As such, any retail or commercial uses within the redeveloped Mill site should be located along Church Street or in the Market Precinct, adjacent to the downtown area.

Overall, the predominant land uses within the redeveloped Mill site will be employment, institutional, and cultural. The intent of this land use mix is to complement, rather than compete with, the existing commercial core and the proposed uses within the Shevlin Green redevelopment.

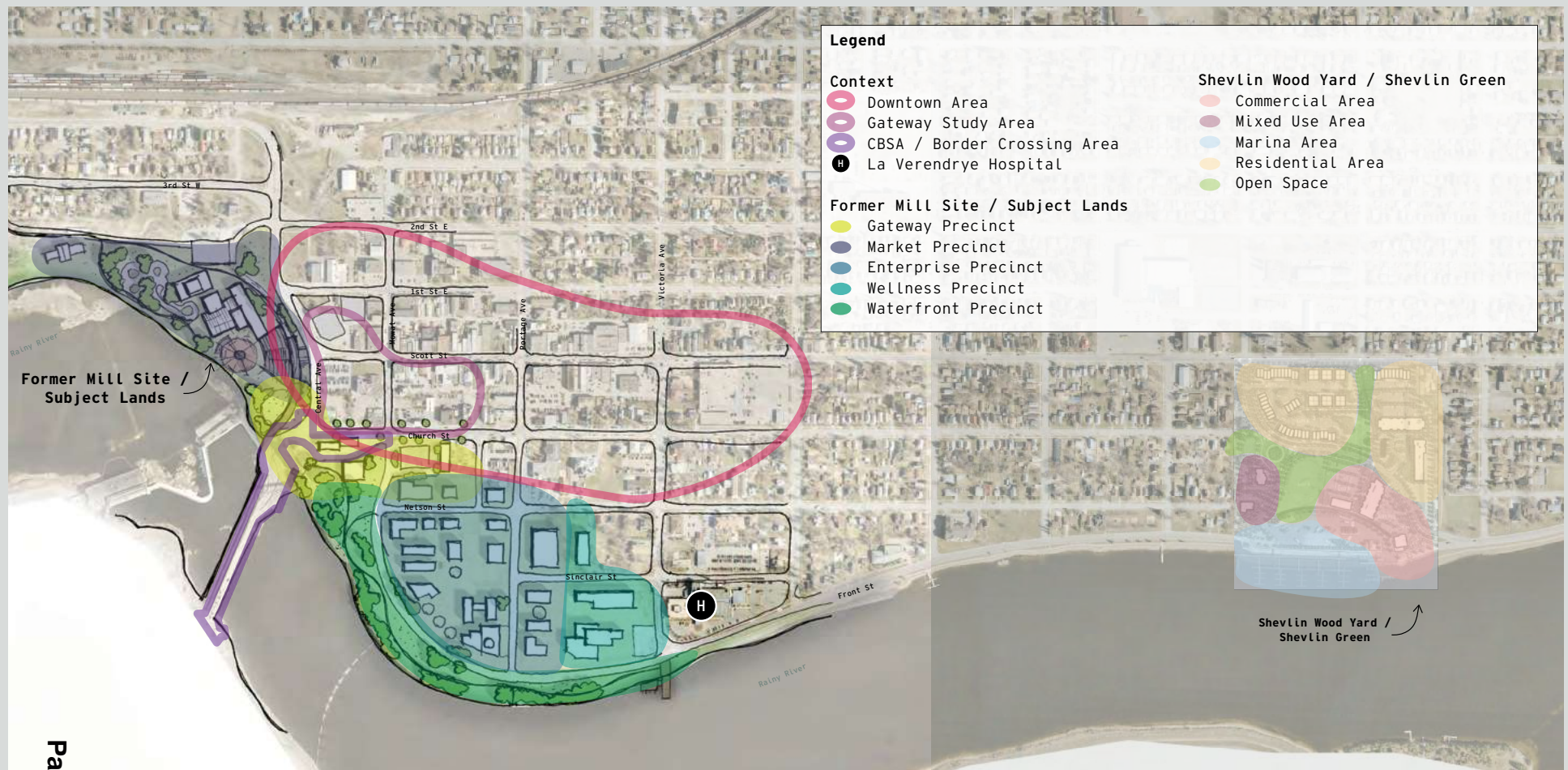


FIGURE 7: FORMER MILL SITE, DOWNTOWN & SHEVLIN GREEN LAND USE MAP

# Implementation

While this plan articulates a vision for the redevelopment of the former Mill, it represents an early step in the overall planning and development process. The realization of this vision and the site's full redevelopment will require a sustained collective effort between Aazhogan Renewal, the Rainy River Future Development Corporation, and the Town of Fort Frances.

Given the sheer scale, complexity, and ambitious vision for the project, the transformation of the former Mill will take time. As such, concepts for the site will inevitably evolve over the course of successive planning, design, and development initiatives.

Fundamentally, this plan is about identifying the possibilities for the site, sparking interest in the redevelopment opportunity, and maintaining momentum in pursuit of the shared vision. With that, the following provides an overview of a core set of initial actions to advance the project and create the necessary conditions for its success.

## PARTNER ENGAGEMENT

Aazhogan Renewal welcomes the opportunity to engage with interested parties to advance the revitalization concepts outlined in this plan and to identify potential new business opportunities.

## CULTIVATE DEVELOPMENT PARTNERSHIPS

As evidenced by the outcome of this plan, a strong sense of partnership and collaboration has already been well established between Aazhogan Renewal, the Rainy River Future Development Corporation, and the Town of Fort Frances.

This collaborative approach – between public, private, institutional and community interests – will be foundational to the successful transformation of the former Mill. While this early concept is premised on creating a fertile ground for cultivating and strengthening partnerships, future planning initiatives and policies should explicitly promote partnerships to support the redevelopment of these lands. This includes continuing to advance collaborative efforts with Riverside Health Care in support of the potential future expansion of the La Verendrye Hospital, and the realization of the broader vision for the Wellness Precinct component of the project.



## INTERIM ACTIVATION

While the ongoing demolition and remedial site works provide tangible evidence of progress, creative opportunities to activate the site on an interim or temporary basis should be pursued. In support of the broader community engagement efforts, activating the site through tactical projects would help build awareness around the development and also begin the process of re-acquainting the community with both the site and the waterfront. Some of the early ideas for interim activation projects are shown on Figure 8 and could include:

1. Pop-up park / plaza space at the foot of Victoria Avenue – this could be developed as part of an initial extension of the Waterfront Walk and future waterfront park.
2. Site enhancements to the parking lot at the southeast corner of Church Street and Mowat Avenue – this could include signage and lighting, stall demarcation (i.e., to create pull-through parking stalls for boat trailers and campers), and dedicated space for food trucks.
3. Public art – this could focus on lighting, murals, video projections, artist-designed construction hoarding, and/or other temporary installations that add interest to the site.





FIGURE 8: INTERIM ACTIVATION LOCATION MAP

## INITIAL TECHNICAL STUDIES

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The redevelopment of the former Mill is a complex undertaking. As the planning and design process moves forward, it may need to be supported by a variety of technical and engineering studies to ensure feasibility and identify integrated design solutions to support development objectives. Key studies may include, but are not limited to:

1. Municipal Servicing Studies – Water, Waste Water, and Stormwater.
2. Geotechnical and Hydrogeological Studies.
3. Environmental Site Assessment(s).
4. Transportation Impact Study.
5. Cultural Heritage Assessment.
6. Natural Heritage Assessment.
7. Utility Servicing – energy and telecommunications.
8. Environmental Assessments – including associated approvals – for planned decommissioned infrastructure works as well as any in-water and/or shoreland works.

A preliminary Municipal Servicing assessment, undertaken by KGS Group as part of this conceptual planning exercise, is included in Appendix C.

## REVIEW BORDER CROSSING AREA CIRCULATION

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The border crossing area and surrounding traffic circulation is a critical consideration in the redevelopment of the former Mill. In addition to Canada-US border security and operational considerations which are of paramount importance, any planned reconfiguration of the border crossing area must be mindful of the area's significance as a major gateway, as well as potential implications on the integration and connectivity of the future precincts to one another, the downtown and the broader Town.

While outside the scope of this plan, the Town and Aazhogan Renewal, in collaboration with CBSA, should review transportation circulation plans for the border crossing area – specifically the merits of converting two-way streets to one-way streets, as outlined in the Shevlin Wood Yard and Gateway to Fort Frances Study – in the context of CBSA operational needs, this concept plan and the emerging vision for the former Mill and its inter-relationships with the downtown.

This review may be done as part of a comprehensive Secondary Planning process for the former Mill site.

## PLANNING APPROVALS

Given the importance of the redevelopment, the former Mill properties require specific recognition in the Town's Official Plan. At minimum, the former Mill properties should be identified as a Special Study Area, recognizing the site's significance and need for a comprehensive planning framework that builds on the conceptual work in this plan. While the current Official Plan identifies a number of Special Study Areas, it does not provide specific direction regarding the pathway for future planning of these areas.

As part of the Town's forthcoming Official Plan and Zoning By-law review process, in addition to adding the former Mill site to the roster of Special Study Areas, it should also provide clear guidance in terms of planning requirements. Likely the best vehicle to articulate and implement the vision for the former Mill properties, as well as the Shevlin Wood Yard, is by way of a Secondary Plan.

This conceptual plan should form the basis of an area-specific Secondary Plan that both enshrines the vision and establishes focused development policy directives into the Town's planning framework. A Secondary Plan that has received statutory approval creates a significant degree of development certainty that can contribute to market confidence and also streamline future planning approvals.

Following approval of the Secondary Plan, the Town, in collaboration with Aazhogan Renewal, should consider pre-zoning the former Mill site for its anticipated evolution in conformity with the Secondary Plan. The provision of pre-zoning is a major benefit in achieving the principles of development certainty and efficiency.

## LEVERAGING FINANCIAL TOOLS

As part of the public-private collaborative effort, the overall redevelopment strategy should identify any and all opportunities to leverage available financial tools and potential public investment programs. As shown across Canada and North America, public sector investment signals a tangible commitment and in turn, creates market confidence that can stimulate significant private investment.

The Town of Fort Frances, through its existing Community Improvement Plan, has already established a suite of financial tools applicable to the Downtown Core and Waterfront Community Improvement Project Areas that can potentially be used to support the redevelopment of the former Mill. Beyond the Town's existing toolbox, the development partners should actively explore other funding opportunities, including but not limited to:

1. Federal Economic Development Agency for Northern Ontario (FedNor), Northern Ontario Heritage Fund Corporation (NOHFC), and Indigenous Services Canada (ISC) – various programs and initiatives are available to support economic development and job growth.
2. The Federation of Canadian Municipalities (FCM) – funding and financing programs are available to support brownfield redevelopment and the development of green infrastructure.
3. Canada Mortgage and Housing Corporation – financing is available for multi-family and affordable housing projects.
4. Canada Council for the Arts – grants are available for artists, groups, and organizations to support public art projects.
5. Other Federal and Provincial funding sources aimed at supporting economic development, green infrastructure, and other development innovations.

Given the regional and national significance of the project and the prospective economic opportunities for the Town, RRFN, and wider region, the potential for Federal and Provincial level investment, outside of prescribed programs, should be pursued.

# *Appendix A: Community Profile*



## LOCAL AND REGIONAL HISTORY

The Rainy River long served as a major transportation route for Indigenous Nations of the Saulteaux peoples, as it linked the Great Lakes with Lake of the Woods. As such, the Indigenous Nations flourished in the pre-contact era through fishing, hunting, and trade. Post-contact, European settlers recognized the river's importance and established various trading posts in the area, including the Hudson's Bay Company (HBC) trading post in 'Fort Frances', named after the HBC Governor's wife, Frances Ramsay Simpson.

European influence increased in the area and North America as a whole, eventually leading to the Treaty of Paris in 1783 which delineated the borders of two new countries – the US and what would eventually become Canada. As this new border ran along the basin of the Rainy River, it effectively split up the existing Indigenous Nations. On the Canadian side, Indigenous Nations negotiated and signed Treaty No. 3, which covers present-day northwest Ontario (ON) and southeast Manitoba (MB). The territory was important for regional trade, as it linked Fort Garry and Fort William (present-day Winnipeg, MB and Thunder Bay, ON respectively). Treaty No. 3 was planned to be the first post-Confederation treaty, but the Anishinaabe held firm that they would not cede lands, nor allow farming or settlement, in their territory. On October 3, 1873, the Anishinaabe and the British government agreed to share the 55,000 square miles of Anishinaabe territory.

In 1914, the Government of Canada amalgamated seven Rainy River Saulteaux Nations – Hungry Hall 1 Band of Rainy River Saulteaux, Hungry Hall 2 Band of Rainy River Saulteaux, Little Forks Band of Rainy River Saulteaux, Long Sault 1 Band of Rainy River Saulteaux, Long Sault 2 Band of Rainy River Saulteaux, Manitou Rapids 1 Band of Rainy River Saulteaux, and Manitou Rapids 2 Band of Rainy River Saulteaux – into what is now known as Rainy River First Nations. RRF currently has two reserves along the Rainy River, 40 kilometres (25 miles) west of Fort Frances.





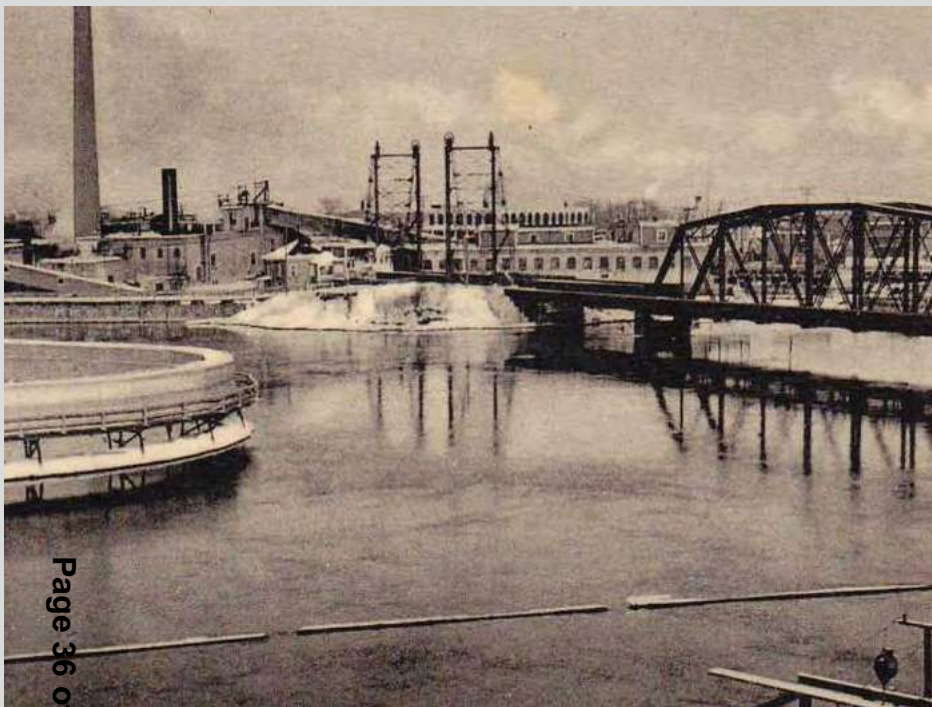


Kay-Nah-Chi-Wah-Nung, or Place of the Long Rapids, is a sacred place within RRFN, as the area was recurrently used and/or inhabited for more than 8,000 years. The site was home to the Ojibway people, including the Long Sault Reserve leading up to the time of the signing of Treaty No. 3 until 1914. Encompassing close to 4 kilometres (2.5 miles) of Rainy River shoreline, Kay-Nah-Chi-Wah-Nung contains the largest group of burial mounds and associated village sites in Canada. The first mound builders inhabited this region up to 2,000 years ago. Kay-Nah-Chi-Wah-Nung was declared a National Historic Site in 1970. The on-site visitors centre focuses on Ojibwe history, culture and traditions.

## FORT FRANCES PROFILE

*“We are a border town: we are the beginning of everything. We have always been the industrial capital of Northwest Ontario, and we will strengthen that role. We always were more than a mill town and we will be so much more than a mining town – aided by the lowest cost power and the most affordable industrial land in Ontario. We are the diversified industrial heartbeat of forestry, mining, agriculture, and tourism”.*

Fort Frances, 2021



Despite the Mill's closure in 2014, the Town continues to serve as a regional centre in the Fort Frances Rainy River District (District) for healthcare, education, community services and businesses providing a range of professional, retail, and administrative services. Fort Frances enjoys strong connectivity with the rest of the region and Canada and the US through its airport (a Nav Canada point of entry from the US), rail service via Canadian National Railway (CNR), the provincial highway system, and the land border crossing into the US. The crossing supports tourism, a key economic sector in the region, with approximately 500,000 people crossing into Canada from the US each year. The crossing also provides access to markets in the US Midwest and beyond, with Minnesota having a population of 5.7 million alone. The industrial sector also remains strong, with the development of the New Gold mining and other milling operations in the region which continue to operate. The hydroelectric power generation site, proximate to the international crossing, provides the community and region with low cost, environmentally friendly power.



But despite these positive attributes, Fort Frances' population and economic growth trajectory faces some significant challenges:

1. **Population decline:** As shown on Figure 9, the population of Fort Frances has been declining over the last two decades; its population was 7,739 in 2016. This trend is not dissimilar to other communities in the District as well as in the cities of Kenora and Dryden.

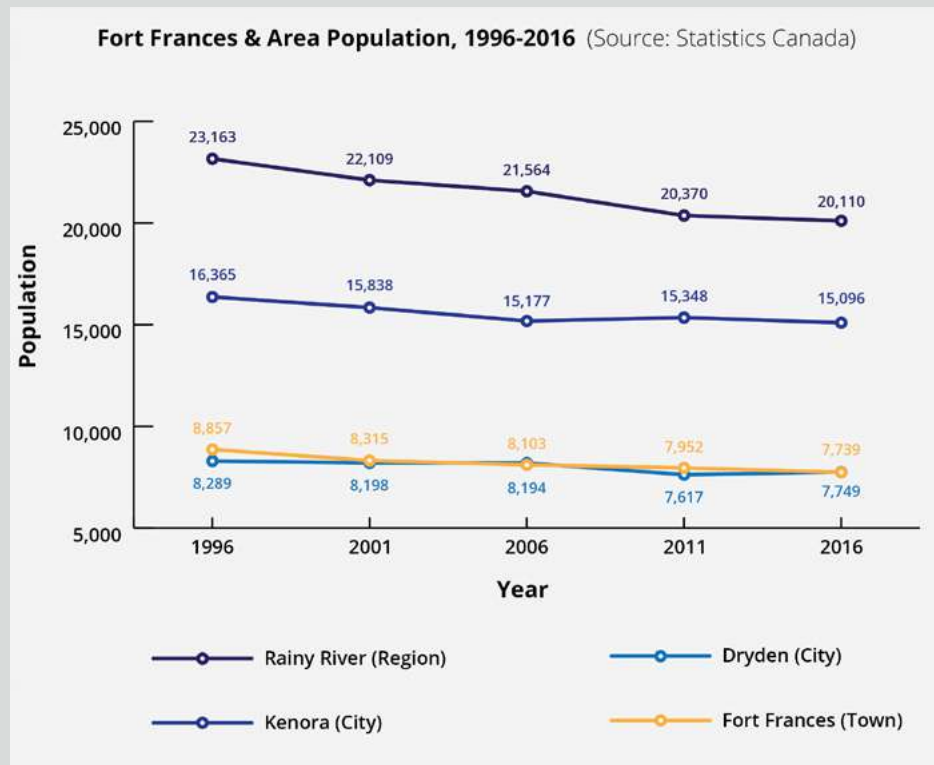


FIGURE 9: POPULATION GRAPH

This regional population decline is expected to continue. As shown on Figure 10, projections show approximately 40-45 fewer people per year in Fort Frances, resulting in a projected population of 6,649 in 2041. Conversely, the Northern Policy Institute projects that the Indigenous population in the region will grow by about 18% over the next ten years.

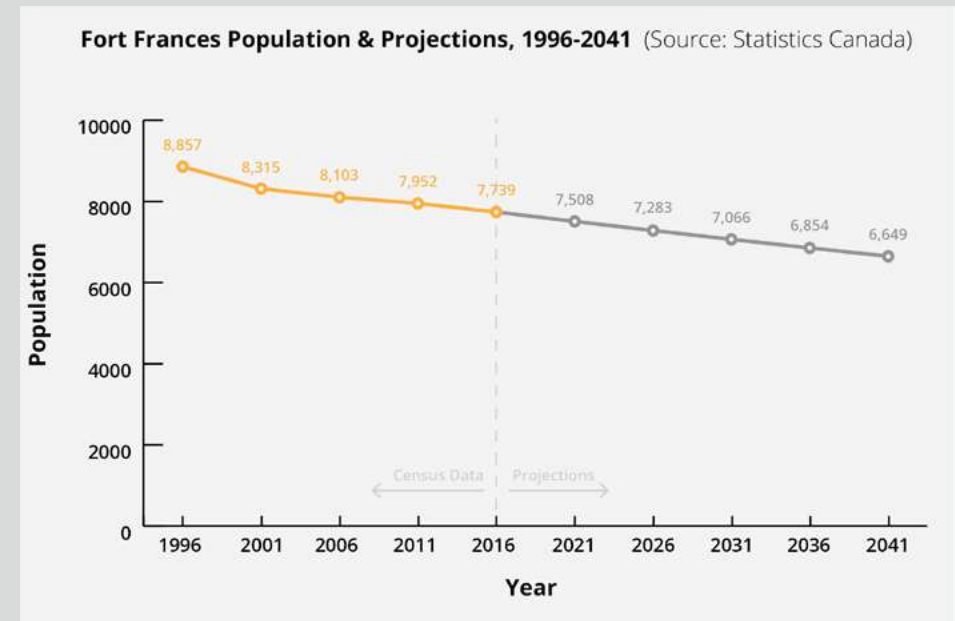


FIGURE 10: POPULATION PROJECTION GRAPH



- 2. Aging population:** The Town's population is aging. According to the Northern Policy Institute and as shown on Figure 11, younger age cohorts will shrink and make up smaller proportions of the total population, while the 65+ age cohort will grow. An aging population often contributes to a trend of smaller household sizes, which in turn could increase the demand for dwelling units required to house the population, even if the population is declining.

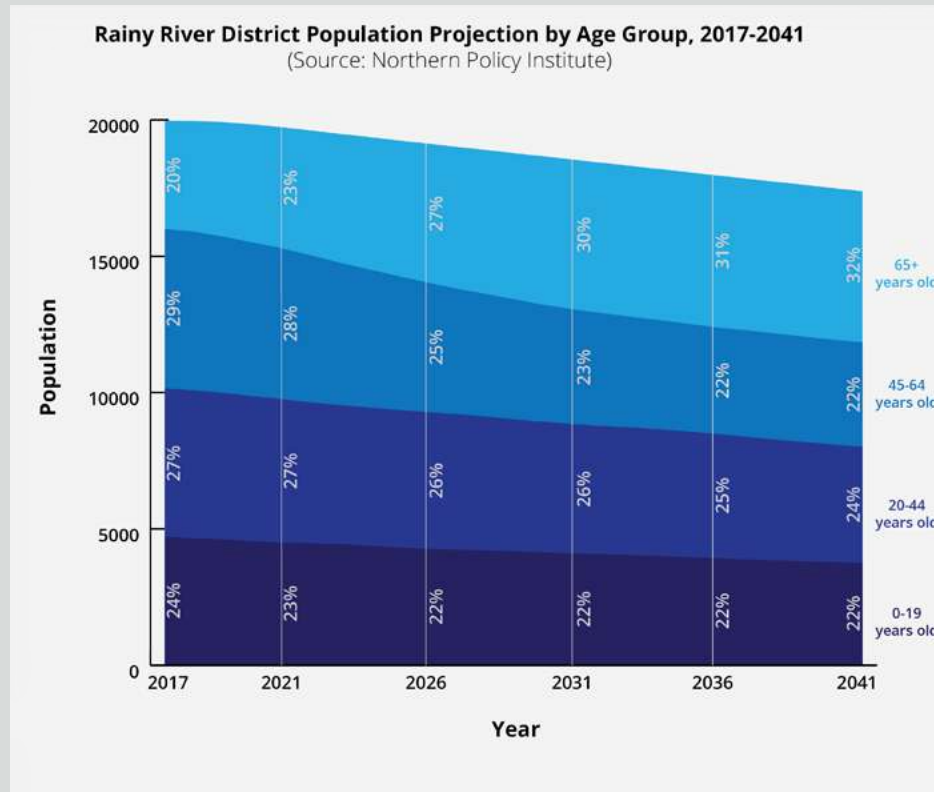


FIGURE 11: POPULATION PROJECTION BY AGE GROUP GRAPH

- 3. Static residential market and hospitality sectors:** The number of dwelling units in the Town has remained relatively static, increasing marginally from 2,875 units in 2013 to 2,900 in 2020. The residential real estate market has also remained slow over the past ten years: real estate listings have remained low (10-15 units), due in part, to a lack of alternative housing and supports for the Town's aging population. The increase in average assessed value of dwelling units has similarly been gradual, from \$396,000,000 in 2013 to \$464,000,000 in 2020, representing a 17% increase over the period (or 2.5% per year). As shown in Table 1, housing is older than that of the province, with 80% of the Town's housing constructed before 1980 compared to 53% in Ontario.

TABLE 1: AGE OF HOUSING STOCK

Period of Construction	Town of Fort Frances		Province of Ontario	
	Number of Dwellings	% of Total Dwellings	Number of Dwellings	% of Total Dwellings
1960 or before	1,645	48%	1,293,135	25%
1961 to 1980	1,120	32%	1,449,585	28%
1981 to 1990	320	9%	709,135	14%
1991 to 2000	230	7%	622,565	12%
2001 to 2005	60	2%	396,130	8%
2006 to 2010	25	1%	368,235	7%
2011 to 2016	40	1%	330,390	6%
<b>Total</b>	<b>3,450</b>	<b>100%</b>	<b>5,169,175</b>	<b>100%</b>

In addition, there has been little development in the hotel sector in the past ten years. There are seven hotels in Fort Frances, with approximately 300 to 350 beds combined. Prior to the COVID-19 pandemic, occupancy levels were averaging 65%. Most hotels/motels in the Town, due to their age and location, would be considered 'Highway Hotels', as they are geared to the traveling traffic passing through and not staying for an extended period. Two of the seven larger facilities have full-service accommodations, with meeting and food services. One of the seven properties would be considered a resort, but the suites do not lend themselves for extended stays. Other than the Super 8 Hotel which opened in 2019, the hotels do not appear to be on a routine re-modernization program as is typical with the chain facilities.

**4. Effects of COVID-19 on the tourism sector:** Fort Frances' tourism vision is threefold:

- a. A greater presence of a primary NW Ontario product – angling – with better leverage of Rainy Lake.
- b. A learn-to-fish/hunt/forage/track/cook market targeted at millennials and younger explorers.
- c. A simple low-on-the-ladder objective to help capture more tourism dollars, focusing on the '30 Minute Stop-Shop-and-Go-Market' and the '30-Hour-3-Day-Stay-and-Play-Market'.

From a functional perspective, the Town's tourism vision recognizes that enhancing the hospitality sector and engaging in placemaking strategies (via the 'Beautiful Fort Frances' initiative) could nurture brief and longer stays by elevating the quality and variety of the tourism experience. This is aligned well with tourism trends being seen and forecast across the region as families and small groups look for vacations that include more than one multi-experience, multi-night but shorter stays during their vacations that are generally connected to the land, outdoor recreation, and local culinary and cultural experiences. Unfortunately however, COVID-19 negatively impacted the tourism industry first, and is forecast to be the last to recover.

# *Appendix B: Policy Context*

## 2020 PROVINCIAL POLICY STATEMENT

The 2020 Provincial Policy Statement (PPS), which is issued under the Planning Act, provides general policy guidance on matters of provincial interest related to land use planning and development. All municipal decision-making must be consistent with the 2020 PPS.

Noteworthy summations of the 2020 PPS regarding the subject lands are as follows:

1. Healthy, livable and safe communities are sustained by promoting cost-effective development patterns through such means as redevelopment and intensification.
2. Planning authorities shall engage with Indigenous communities and coordinate on land use planning matters.
3. Land uses shall be planned and developed to mitigate potential risks to public health and safety, support energy conservation and other sustainable design practices, and ensure the long-term viability of development.
4. Planning authorities may permit conversion of lands within identified employment areas to non-employment uses, where it has been demonstrated that the land is not identified as provincially / regionally significant; it is not required for employment purposes over the long term; and there is a need for the conversion.

## GROWTH PLAN FOR NORTHERN ONTARIO

The Growth Plan for Northern Ontario (Growth Plan) is a provincial plan issued under the Places to Grow Act. Released in 2011, the Growth Plan is to be read in conjunction with the 2020 PPS. The Growth Plan states that the Province will focus economic development in a variety of sectors, such as forestry, manufacturing, arts and culture, renewable energy, and tourism. Some of the resulting economic development strategies are as follows:

1. Grow and retain existing competitive businesses and diversification into value-added business opportunities.
2. Attract investment by partnering with Indigenous communities as well as businesses, industry, education and research sectors, economic development organizations and northern communities.
3. Demonstrate leadership in sustainable growth and environmental management.
4. Respond to labour market needs and opportunities through training, education, and entrepreneurship.

## TOWN STRATEGIC PLAN

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The overall purpose of Strategic Plans is to provide a road map for proactive municipal decision-making and direct capacity building to identified priority areas within a community. The Town's own 2020-2022 Strategic Plan establishes its vision and mission statement as nurturing a safe, inclusive, sustainable and attractive community that enhances quality of life and promotes growth and prosperity with boundless opportunities.

The Strategic Plan sets out the following community development objectives to achieve this vision:

1. Attract a new primary industry to support job creation, and attract additional investment to develop, expand and retain businesses in other sectors.
2. Consider tourism potential when developing new projects in the community or investing in economic development initiatives.
3. Develop a plan for the former Shevlin Wood Yard, of which accommodating various housing forms and types shall be an important component.
4. Establish partnerships with nearby Indigenous communities as a means to promote reconciliation and community-region building.
5. Improve relationships with US border communities to take further advantage of mutually beneficial economic development opportunities, including those associated with the International Bridge crossing.
6. Work with local health system service providers to address health care facility needs and ensure that appropriate levels of service can be provided to vulnerable populations (both local and non-local).
7. Continue to advocate for increased post-secondary learning opportunities in the region.
8. Ensure the potential risks of climate change are considered and mitigated when undertaking new developments in the community.
9. Continue to advocate for improved transportation linkages between communities in Northwestern Ontario and to nearby markets to further support community-region building.
10. Position the Town as an attractive community for new immigrants, both international and from within Canada.



## TOWN OFFICIAL PLAN

The Planning Act requires municipalities to prepare and adopt Official Plans that are consistent with the 2020 PPS as well as Provincial Growth Plans (if one is in effect). Official Plans provide a guide for future development in a community. Adopted by Town Council in 2011 and approved by the Province in 2012, the Town's Official Plan includes guiding principles, planning objectives, land use policies and special study areas to manage the Town's growth and development to the year 2031.

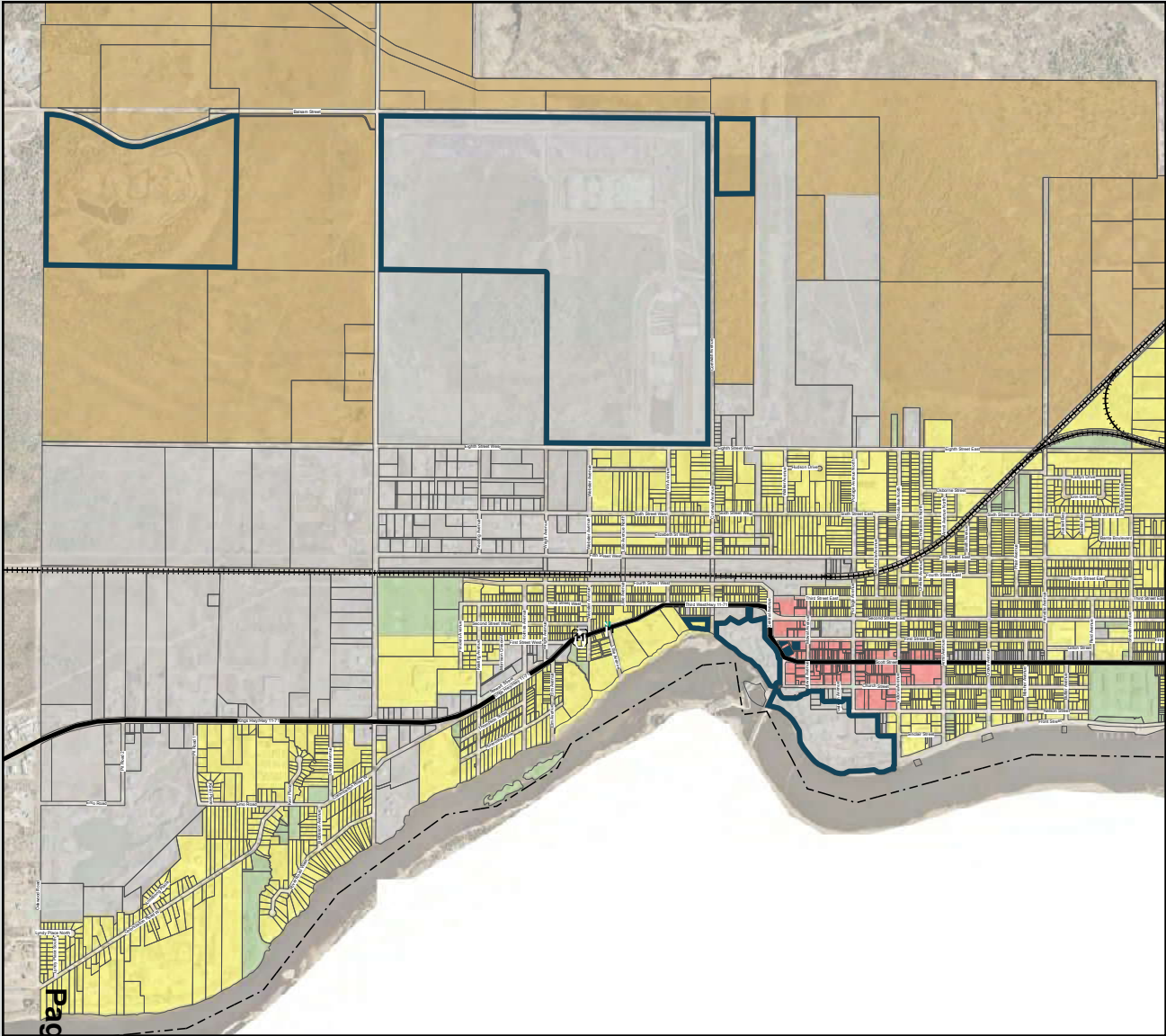
The guiding principles in Section 2 of the Official Plan focus on supporting initiatives that enable the Town to meet all peoples' needs as a safe, accessible and complete community; and promote the four pillars of sustainability – economic, social, cultural and environmental – as the over-arching framework to community building. These principles inform the general land use policies in Section 3 of the Official Plan and the land use designations in Section 4.

Pertinent highlights are as follows:

1. As per the Official Plan Schedules, which are consolidated on Figure 12 and Figure 13:
  - a. The Official Plan considers all lands abutting watercourses below corresponding high water marks to be subject to flooding. As such, there is a portion of the subject lands along the shoreline that is designated as 'Hazard Areas'. Unless proposed developments can demonstrate that the effects and risk to public safety are minor and can be mitigated, permitted uses in 'Hazard Areas' are generally limited to outdoor recreation, conservation, parks, docks, picnic pavilions, boat ramps, parking, water management, and erosion protection.

- b. There are three areas proximate to the subject lands shown as 'Environmental Occurrences'. These areas identify the presence of significant flora, fauna and/or wildlife habitat (i.e., the Tufted White Prairie Aster and Inland Bluegrass in this context). No development or site alteration shall occur within – or within a 1-kilometre radius – these areas unless an Environmental Impact Study determines there will be no negative impacts to identified natural features.
- c. As the pulp and paper mill was still operational pursuant to the effective date of the Official Plan, the majority of the subject lands is designated 'Employment Areas'. The objectives of 'Employment Areas' are:
  - i. to support the development of a diverse range of employment opportunities;
  - ii. to ensure there are sufficient lands to support future employment opportunities;
  - iii. to accommodate sufficient flexibility so 'Employment Areas' can adapt to changing conditions;
  - iv. to increase the attractiveness of 'Employment Areas' through high quality urban design guidelines; and
  - v. to ensure employment uses are compatible with adjacent uses.

Industrial, commercial, and business uses are permitted in 'Employment Areas'. However, future heavy industry is encouraged to locate in the northwest portion of the community. Further, the Town will require justification for any proposed conversion of existing 'Employment Areas' to non-employment uses.



Legend

Administrative

- Subject Lands
- Town Boundary
- Parcel Line

Transportation

- Highway
- Railway

Official Plan

- Downtown Business Area
- Employment Area
- Living Area
- Recreation Area
- Resource Development Area

FIGURE 12: OFFICIAL PLAN MAP (TOWN OVERVIEW)

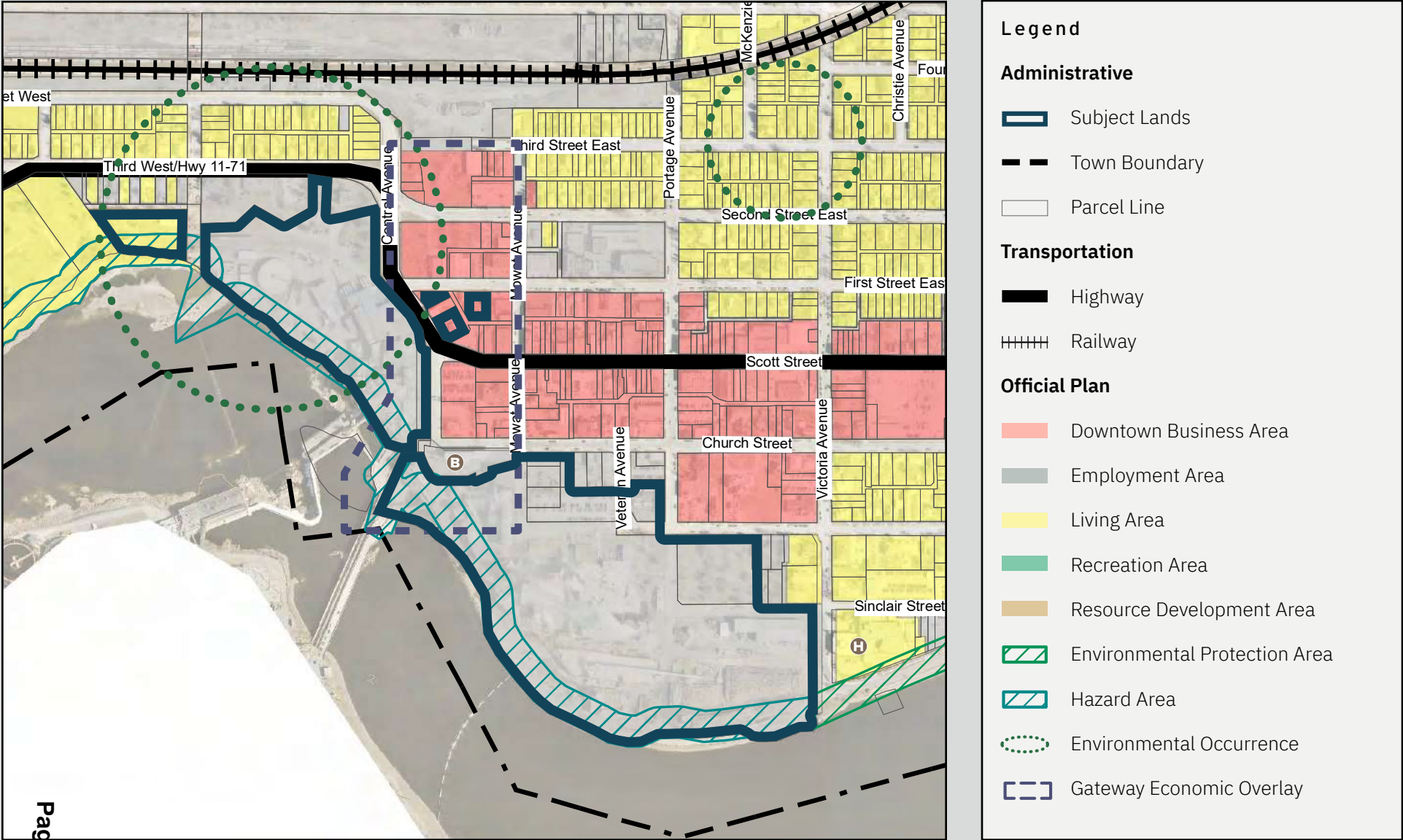


FIGURE 13: CONSOLIDATED OFFICIAL PLAN MAP (SHORELANDS)

- d. A portion of the subject lands along the southerly extent of the Cornwall Avenue right-of-way is designated as 'Living Area.' Its intent is to provide for residential uses and supporting local commercial, institutional and recreational uses. New housing should reflect a range of housing types to accommodate various market needs, including infill and intensification opportunities, generally at 12-16 units / net hectare (low density); 17-39 units / net hectare (medium density); and 40-plus units / net hectare (high density).
  - e. Three distinct parcels of the subject lands on the north side of the Central Avenue / Scott Street right-of-way are designated 'Downtown Business Area'. Its intent is to accommodate the broadest range of commercial uses (at the street line on ground level) and residential uses (located on the upper floors above the commercial uses).
  - f. The Official Plan includes a 'Gateway Economic Overlay' at the three main entrances into Town. The southern Gateway Economic Overlay includes portions of the subject lands along Central Avenue and Church Street via the International Bridge. Its focus is on specialized transportation and logistics uses, developed with high quality urban design.
2. Additional land use and development policies affecting the subject lands are as follows:
- a. Land use and development decisions by the Town shall be based on an ecosystems approach that considers the inter-relationships among air, land, water, plant life, wildlife and human activities.
  - b. Shoreline areas shall be kept in their natural state as much as possible.
  - c. The Town shall support the use and application of energy conservation, district heating, combined heat and power, and alternative and renewable energy sources in new development and redevelopment projects, in accordance with applicable regulations and provided potential negative impacts to adjacent lands are mitigated.
  - d. All new development shall have regard for the Town's cultural heritage resources (i.e., lands, archaeological sites, important views and vistas, and buildings of historic, cultural and architectural value) and shall, wherever possible, incorporate these resources into new development and redevelopment projects.
  - e. The Town supports the role of public art to enhance the public realm, enrich the visual experience of residents and visitors, and promote the Town's culture.
  - f. The Town recognizes the role of active transportation (e.g., cycling, walking, jogging, inline skating, skateboarding, etc.) in contributing to a healthy community as well as a safe, accessible and diverse local transportation system.
  - g. All new development that has access to municipal sewer and water and other public utilities shall be connected to these services.
  - h. The Town may undertake a planning study and/or implement a Secondary Plan to guide the development or redevelopment of a specific area of the community.
  - i. The Town is designated as a Site Plan Control Area. As such, all development and redevelopment shall be subject to Site Plan Control provisions, except for licensed pits and quarries, single-unit, semi-detached or two-unit dwellings, and any associated additions or renovations.



## TOWN ZONING BY-LAW

The Town Zoning By-Law No. 3/14 (Zoning By-Law) must conform to the Official Plan. As per the Zoning By-Law Schedules, which are consolidated on Figure 14 and Figure 15:

1. The portion of the subject lands along the shoreline is zoned 'M1 – Light Industrial' (M1 Zone), recognizing that the pulp and paper mill was still operational pursuant to the effective date of the Zoning By-Law. Similarly, the portion of the subject lands in the northwestern portion of the Town is zoned 'M2 – Heavy Industrial' (M2 Zone) and 'M3 – Waste Disposal Industrial' (M3 Zone), recognizing their former use in supporting mill operations i.e. the waste disposal grounds (zoned M2 Zone), and the sewage lagoon (zoned M3 Zone).
2. The three distinct parcels of the subject lands on the north side of the Central Avenue / Scott Street right-of-way are zoned 'C2 – General Commercial' (C2 Zone), recognizing their location in the Town's downtown area.

Table 2 provides additional highlights of the zones affecting the subject lands and surrounding area.

TABLE 2: ZONING BY-LAW HIGHLIGHTS

	<b>Zone</b>	<b>Description / Main Intent</b>	<b>Minimum Area</b>
R1	Residential Type One	Single detached dwellings	460 m <sup>2</sup>
R2	Residential Type Two	Apartments	240 m <sup>2</sup> / unit
R3	Residential Mobile Home	Mobile home dwellings	14,000 m <sup>2</sup>
SR	Seasonal Residential	Single detached dwellings	10,000 m <sup>2</sup>
C1	Local Commercial	Bank, personal services, limited retail, offices	550 m <sup>2</sup>
C2	General Commercial	Personal services, retail, offices, restaurant	230 m <sup>2</sup>
E	Enterprise	Large format commercial / retail	4,000 m <sup>2</sup>
TC	Tourist Commercial	Campground, hotel, marina, restaurant	4,000 m <sup>2</sup>
M1	Light Industrial	Equipment sales, manufacturing, storage	2,050 m <sup>2</sup>
M2	Heavy Industrial	Equipment sales, storage, resource extraction	20,000 m <sup>2</sup>
M3	Waste Disposal Industrial	Recycling, solid waste, sewage lagoon	10,000 m <sup>2</sup>
I	Institutional	Arena, community centre, school, hospital	550 m <sup>2</sup>
RD	Resource Development	Agriculture, greenhouse, quarry	10,000 m <sup>2</sup>
OS	Open Space	Parks, gardens, recreation, conservation	4,000 m <sup>2</sup>

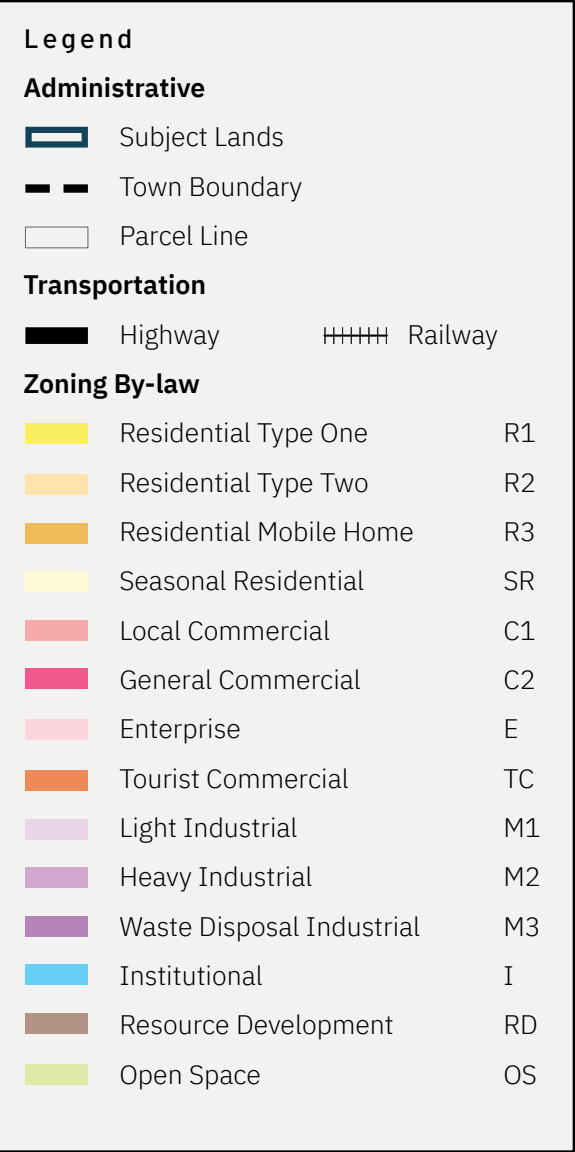
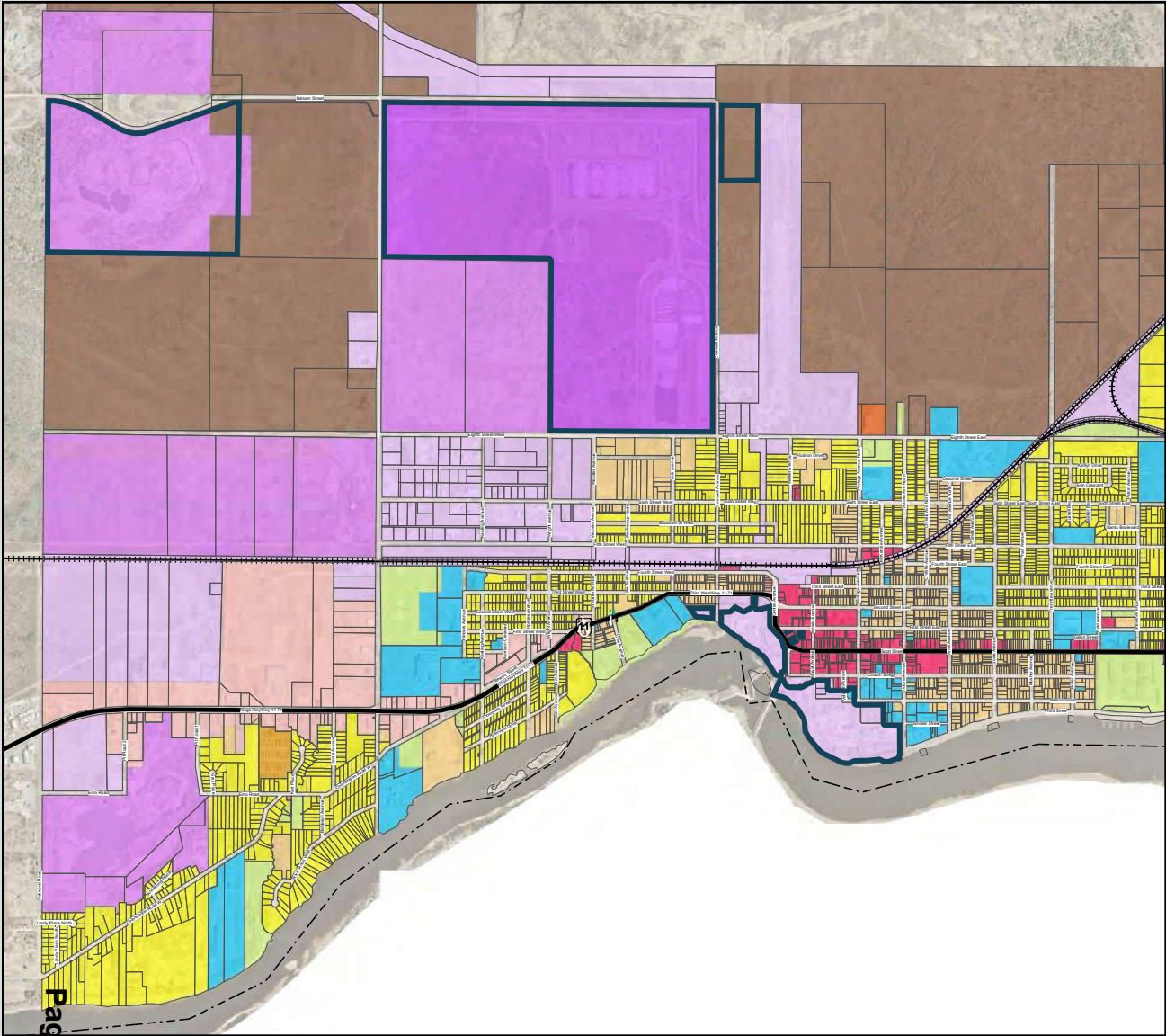


FIGURE 14: ZONING BY-LAW MAP (TOWN OVERVIEW)

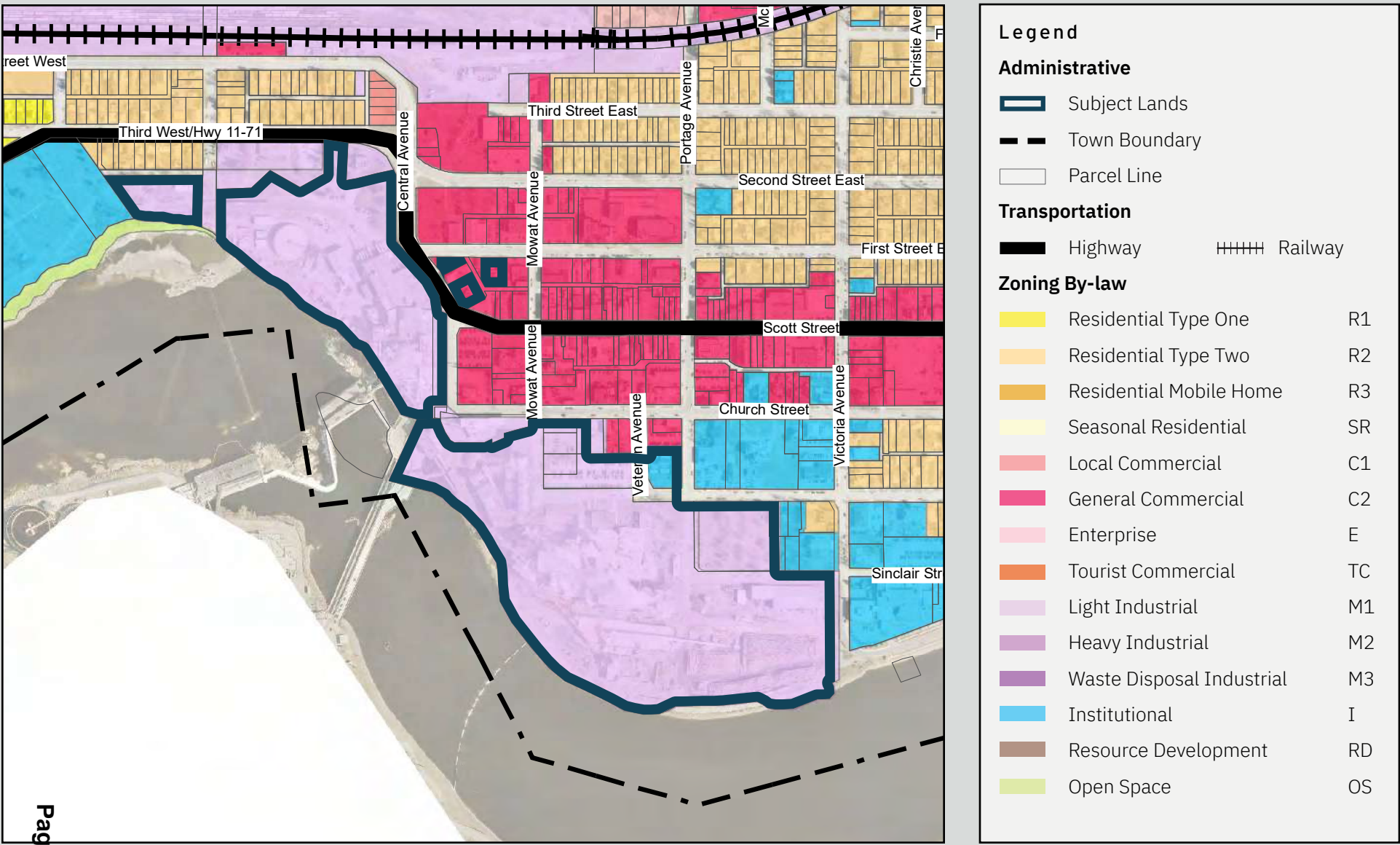


FIGURE 15: ZONING BY-LAW MAP (SHORELANDS)



## COMMUNITY IMPROVEMENT PLAN

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The Planning Act allows municipalities to identify Community Improvement Project Areas, prepare Community Improvement Plans (CIP), and provide incentive programs which stimulate redevelopment of lands as a means to maintain the vitality of the municipality.

The Town's CIP was initially adopted – and subsequently modified – by Town Council prior to the mill closure. As such, the CIP does not discuss specific improvements envisioned for the subject lands. Still, there are incentives to both stimulate and support future redevelopment initiatives within the CIP's three project areas, as shown on Figure 16 and highlighted below regarding the subject lands:

1. The portion of the subject lands along the shoreline is within the 'Downtown Core & Waterfront Project Area'. There are a range of programs and projects indicated, focusing on:
  - a. Façade and property restoration and improvement incentives.
  - b. Planning fee(s) and Development Charge and waivers / exemptions.
  - c. Residential conversion and intensification incentives.
  - d. Parking reduction / relief incentives.
  - e. Waterfront redevelopment projects, including recreational paths and trails, shoreline rehabilitation, tree planting, and lighting.

2. The northwestern portion of the subject lands is within the 'Resource Development Area' of the CIP. The main focus here is to promote the remediation, rehabilitation, adaptive re-use, redevelopment and overall improvement of brownfield sites through such means as property tax assistance (e.g., incentives, relief).

It is important to note that the programs and projects cited above shall be consistent with the intent of the Official Plan and are subject to funding being available through Town Council.

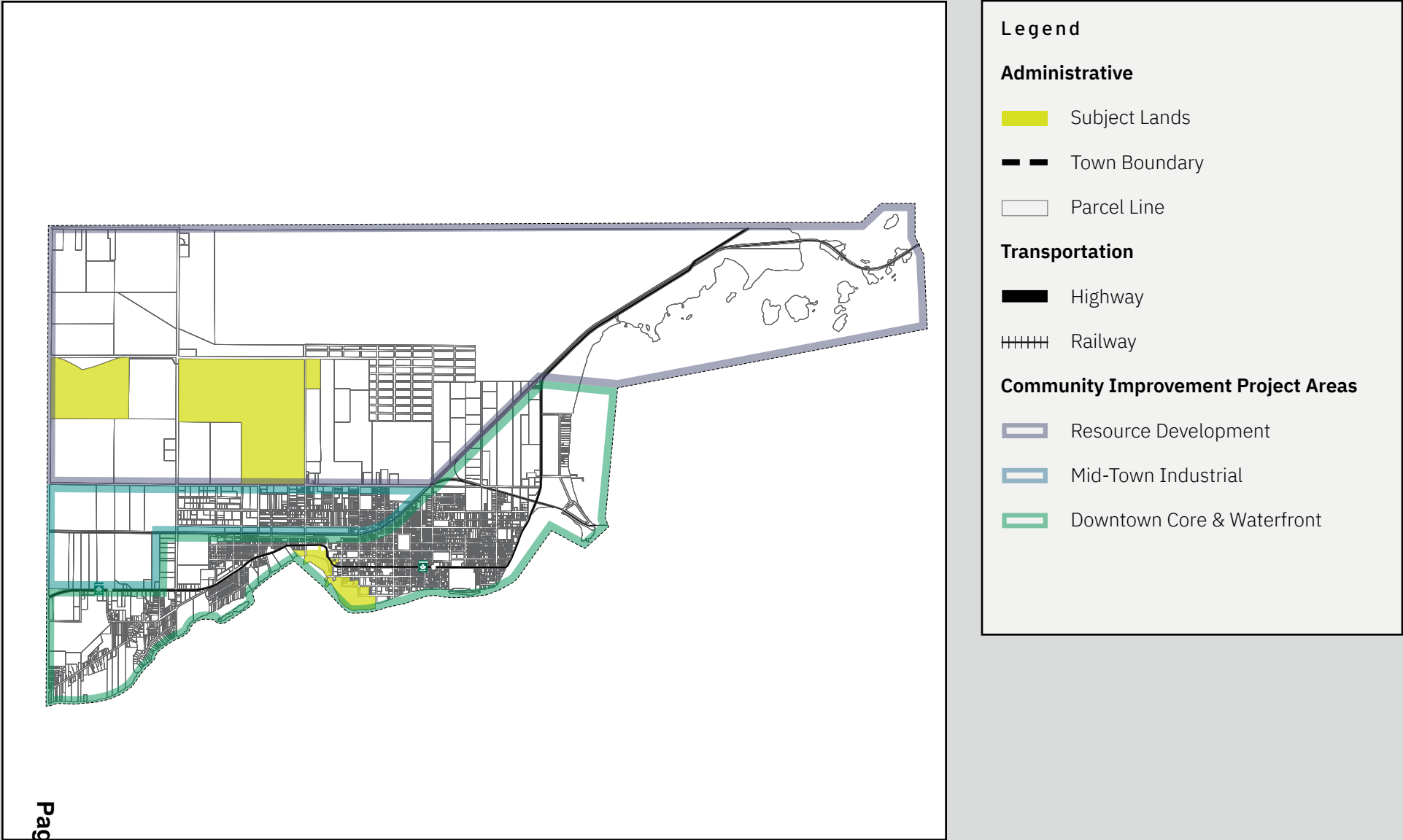


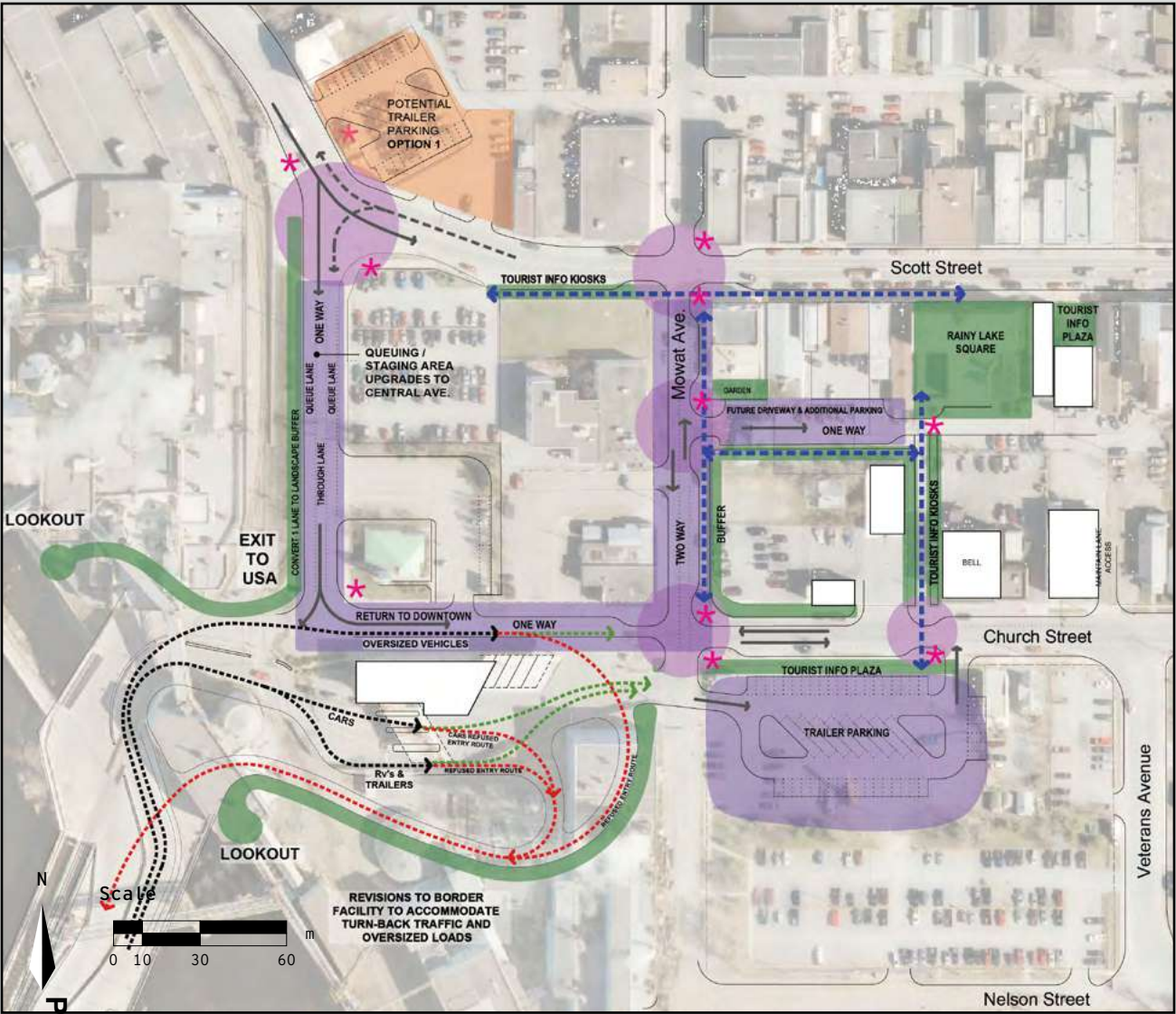
FIGURE 16: COMMUNITY IMPROVEMENT PLAN MAP

## SHEVLIN WOOD YARD & GATEWAY TO FORT FRANCES STUDY

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Borne out from the Town's Strategic Plan, the Shevlin Wood Yard and Gateway to Fort Frances Study was completed in 2021. It developed two plans: a land use plan for the redevelopment of the former Shevlin Wood Yard site, comprising roughly 7.3 ha. (18 acres) east of the subject lands; and a conceptual design for a new transportation corridor at the Canada border entry point via the International Bridge crossing:

1. As shown on Figure 17, the gateway concept included recommendations for:
  - a. Reconfiguring Mowat Avenue to include on-street parking bays on the east side serving standard cars and cars pulling trailers, as well as streetscaping, wayfinding and buffers around the Enbridge Gas facility. Mowat would remain two-way to ensure existing and future commercial properties remain easy to access.
  - b. Revising Central Avenue to one-way southbound, staging US bound traffic with one through lane and two queuing lanes. People could book a time for departure, allowing them to leave their vehicles while they wait.
  - c. Additional landscaping and streetscaping on Central Avenue, Scott Street and Mowat Avenue.
  - d. Bulb outs and other intersection improvements for safety and pedestrian comfort.
  - e. Additional parking behind Scott Street businesses.
  - f. Public parking areas along Central and Church Street that includes pull through trailer stalls to serve entering and exiting travelers.
  - g. Better wayfinding and information throughout.
  - h. A new pedestrian promenade linking to Rainy Lake Square from the new public parking area on Church Street (this space would be home to tourist information kiosks, wayfinding information, public art, interpretive signs and seasonal food trucks).
  - i. Relocating the tourist information and public washroom functions to the Fort Frances Museum.
  - j. A three-phased build-out of the improvements cited above, which would be driven by the Town.



**Legend**

- Intersection Improvements
- Wayfinding Information
- Enhanced Pedestrian Route
- Revised Traffic Flow
- Parking / Roadway Revisions
- Streetscape / Open Space Revisions

FIGURE 17: GATEWAY STUDY AREA MAP

2. As shown on Figure 18, the Shevlin Wood Yard site concept included recommendations for:
  - a. Commercial uses near Front Street i.e. brew pub / riverside patio, three-storey hotel, and pavilion / conference space.
  - b. Multi-unit residential uses in the northern portion of the site i.e. three-to-four storey apartments (complete with underground parking accessed off Scott Street); one-to-two storey townhomes; garden apartments.
  - c. Mixed use buildings in the northeastern portion of the site, ranging from two-to-three storeys, with commercial on the main floor and apartments above.
  - d. Open space improvements i.e. park spaces, paths and trails, tourism attraction (focusing on key outdoor activities of the Rainy River region), playground, and an upgraded marina promenade that links the commercial spaces.
  - e. Realigning Front Street northward to Scott Street through a roundabout with the east leg of Front Street connecting back to the existing alignment near the Lookout Tower and providing access to the marina parking lot.

Implementation of the development concept would be led by the Town, focusing on supporting Official Plan Amendments, Zoning By-Law Amendments, a topographic survey, an environmental assessment, urban design guidelines and an infrastructure implementation strategy.





FIGURE 18: SHEVLIN GREEN MAP



# *Appendix C: Municipal Servicing*

## SHORELAND SITE (AREA NO. 1)

Existing Town of Fort Frances sanitary sewer, water mains and land drainage sewers are located on the adjacent streets including Central Avenue, Church Street, Nelson Street, Sinclair Street, and Portage Avenue, as shown on Figure 19. Some are also understood to pass through portions of the former mill site through the west portions of the former Town right-of-way that had been taken over by the mill as it expanded during its lifespan, including:

1. Sinclair Street west of Victoria Avenue to the south projection of Mowat Avenue.
2. Nelson Street west of Portage Avenue to south projection of Mowat Avenue.
3. Portage Avenue from Nelson Street to Sinclair Street.
4. Mowat Avenue from Sinclair to Church Street.

The above areas are all south of the Canada Customs border crossing site. Future planning for redevelopment of the mill properties in this area will need to take into consideration the presence of these existing Town mains and will need to review any existing easements and agreements regarding operation and maintenance of these mains. There could be potential need for replacement of some of them depending upon their condition and/or limitations in their capacity. While the Town of Fort Frances did not express any immediate concerns regarding capacity limits on the sewers and watermain near the former mill sites, investigation is required for each future development phase to confirm servicing requirements and any associated potential servicing capacity implications.

### Watermain Servicing Considerations

New development of the former Mill site will likely need connections to the Town's municipal water system to provide potable and fire protection water service. Servicing for these properties will need to consider the following:

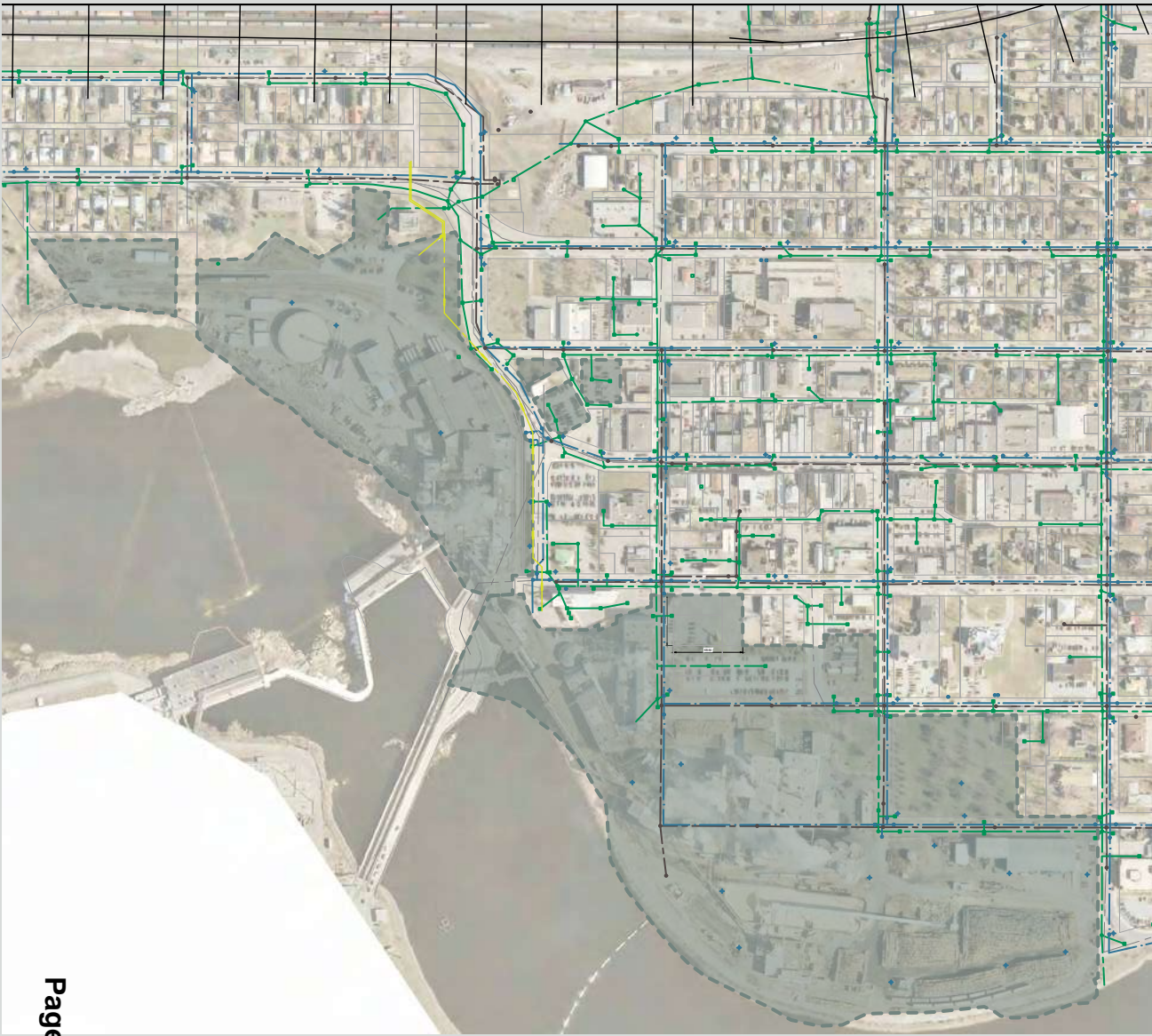
1. Capacity of existing water main to support additional flow demands from the new development.
2. Condition and suitability of existing water main located within the project site.

Future planning for the development for water servicing needs will need to include review of watermain capacity, through Town watermain system modeling and analysis to determine the existing available flows in the Town's water system and limits on the additional capacity in the system to support the planned development for potable and fire-protection needs.

### Sanitary Sewer Servicing Considerations


Wastewater effluent from former mill process and production activities was connected to the mill's effluent treatment lagoon north of 8th Street W via a private dedicated effluent line which runs underneath Central Avenue north to the lagoon.

Wastewater from the planned redevelopment will need to connect to the Town's sanitary sewer system. The redevelopment will require a sanitary sewer study to confirm the capacity limits of the existing downstream system and identify whether the proposed redevelopment plans will require upgrades to the Town's downstream sanitary sewer or lagoon system to manage the additional flows.




**Legend**

**Administrative**




 Subject Lands




 Parcel Line


**Services**




 Water Main



 Sanitary Main



 Stormwater Main



 Effluent Line

FIGURE 19: EXISTING MUNICIPAL SERVICING MAP

## Land Drainage Servicing Considerations

The Town supplied GIS information identifies that some parts of the former Mill site may have existing land drainage catch basins which direct stormwater runoff into the Town's land drainage sewer system. In particular, the two existing parking lots east of Central Avenue between 1st Street and Scott Street have their own internal land drainage systems. It is possible there are additional catchbasin connections to the Town's land drainage sewer system on other parts of the property.

Two unconfirmed land drainage outfalls which might pass through the former Mill site and discharge to the Rainy River include:

1. Outfall west of the intersection of Central Avenue and 1st Street, having passed underneath a former mill building.
2. Outfall near the southeast corner of former intersection of Nelson Street and Mowat Avenue.

Any existing outfalls confirmed passing through the former Mill site should be assessed for their condition and reviewed for their capacity to determine if replacement and/or upgrade as a part of replacement is necessary.

Future planning for these areas will also need to take any existing outfalls into account in terms of planning such that sufficient space for access to them for repair and maintenance work is provided. Ideally, there should be existing easements to allow the Town to access these pieces of infrastructure as they pass through the former Mill site. The widths of these easements should be reviewed with the Town of Fort Frances to verify that they are sufficient for future maintenance work and does not adversely affect the new developments. If there are no existing easement agreements, some will need to be established to minimize conflicts in the future.

Because the subject properties border the Rainy River, consideration should be made for potential development of new outfalls from the properties directly to the Rainy River where feasible, to minimize impact on the Town's existing land drainage infrastructure. A land drainage study will be necessary to identify the potential magnitude of land drainage flows from the site and the potential impact on the Town's existing land drainage sewer infrastructure.

Future design for land drainage should investigate the feasibility of connecting to any existing outfalls. A land drainage sewer impact study would help identify the feasibility and impact of such considerations.

## LANDFILL AND LAGOON SITES (AREA NO. 2)

The north landfill site is not serviced by Town of Fort Frances watermain, sanitary sewer or land drainage sewer. All land drainage in and around the landfill site is understood to be via overland drainage.

The mill effluent lagoon site was supplied by a dedicated effluent line from the former pulp and paper mill. From GIS data provided by the Town, the mill effluent lagoon site does not appear to be serviced by any of the Town's municipal sewer and water main infrastructure. However, the southeast corner of the lagoon site abuts two streets that have some existing Town watermain and sanitary sewer mains.

The former Mill operated a private buried effluent line for conveying untreated process wastewater south of Church Street to the Mill effluent lagoon site northwest of Cornwall Avenue N and 8th Street W. The former Mill also operated a treated effluent line from its lagoon to discharge into the Rainy River west of Central Avenue. The untreated effluent line is understood to be a 750mm diameter pipe, and the treated effluent line a 900mm diameter pipe, both of unknown material and condition.

The untreated line runs from Church Street north along the west side of Central Avenue and continues north through a hydro line easement to 8th Street West, and then bears west along the 8th Street right-of-way to the former lagoon site. The return line of treated effluent is understood to run parallel to the discharge line from the former lagoon site heading south, where the treated effluent line is understood to diverge from the untreated line southeast of the Fort Frances Transformer Station. Both lines cross under the CN Rail lines between 4th Street West and 5th Street West.

Use of the effluent line was discontinued after closure of the mill. The Town of Fort Frances has expressed concerns about the effluent line and potential impact on nearby municipal infrastructure in the event of collapse from no longer being in-use and actively maintained. The Town has also identified concerns with potential conflicts with other buried infrastructure, particularly if emergency work is required. This concern is significant due in part to the large diameter of the lines and being of unknown age and condition.

Planning for redevelopment of the former mill properties will need to include provision for fully investigating the effluent lines to determine the best option for decommissioning them, whether full removal, abandonment, or potential re-use. The assessment and selection of a preferred option should be undertaken in collaboration with the Town and all governing authorities having jurisdiction.

### Ministry of Environment Approvals

Any alterations, additions, or replacements to existing Town of Fort Frances watermain, sanitary sewer or land drainage sewers, will require an Environmental Compliance Approval (ECA) certificate obtained from the Ontario Ministry of Environment (MOE). Identification of what parts of any existing or proposed infrastructure will need an ECA from the MOE will need to be determined.

Decommissioning of the former mill effluent line will also likely require environmental assessment and approvals from the MOE.

### Other Utility Considerations

Other utilities, such as gas, communications, and hydro, will need to be reviewed and coordinated with the appropriate utility companies. Coordination with these other utilities is typically done by the project electrical and mechanical engineers.





## SCATLIFF + MILLER + MURRAY

Suite 1120, 201 Portage Avenue  
Winnipeg, Manitoba R3B 3K6

204.927.3444  
[www.scatliff.ca](http://www.scatliff.ca)

## ADMINISTRATIVE REPORT

**Subject:** GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

**Date:** September 12, 2022

**To:** Mayor and Council

**From:** Travis Rob, Manager Operations & Facilities



### ISSUE:

The Town has retained WSP for the review of the Official Plan and Zoning By-Law. In order to complete that work, they need access to our GIS data

### ADMINISTRATIVE RECOMMENDATION:

THAT Council approval of report AR-22-0028 will agree to entering into a geospatial data license agreement with WSP to obtain the Town's GIS data to assist in the completion of the Official Plan and Zoning By-Law review

THAT the associated fees relating to the data as outlines in the User Fee By-Law be waived

AND THAT the Mayor and Clerk be authorized to execute the agreement on behalf of the Corporation.

### STRATEGIC IMPACT:

N/A

### OPTIONS & ALTERNATIVES:

- Not offer the data to support the project
- Charge a fee for the data

### HISTORY:

The Town has entered into an agreement with WSP for the completion of a full review of the Town's Official Plan and Zoning By-Law. WSP have requested access to the Town's Geospatial data and that the costs associated for the data being requested, as outlined in the 2022 User Fee By-Law be waived as the firm is using the data to complete work for the Town.

### ANALYSIS:

Please find attached a report prepared by Trisha Law, GIS Expert outlining all the background information and the request from WSP for certain portions of the Town's Geospatial Data

### CONSULTATION:

GIS Datashare Agreement - Official Plan and Zoning By-Law Review Project

- Trish Law, GIS Expert

**SUPPORTING DOCUMENTS:**

[August 19 2022 WSP Data Request](#)

[WSP data agreement letter OP&ZBL Update 09082022](#)

[Fort Frances GIS License Agreement 2022 executed July29 2022](#)

August 19, 2022.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

**SUBJECT: Data Request WSP Canada Inc.**

On August 9, 2022, I received a data request from WSP Canada Inc. (WSP) for access to the Town's Geospatial Data. WSP has been contracted by the Town of Fort Frances to complete a new Official Plan and Comprehensive Zoning By-Law. As such, WSP is requested the Town's GIS data for use in the creation of these updated plans. A letter dated August 9, 2022, from Justyna Garbos, Senior Planner at WSP was received asking for the GIS data (shapefiles and aerial photograph) to be granted at zero cost, as well as a Geospatial Data Share Agreement signed by WSP.

The data currently being requested from the Town's geospatial data share agreement for use is storm mains, catch basins, storm manholes, road centerlines, basemap with addresses, water mains, hydrants, valves, sanitary manholes, sanitary mains and aerial imagery. The cost of the layers requested is 10 @ 318.30 plus HST for vector data and \$1272.80 plus HST for the 2007 aerial photograph as per the current User Fee Schedule. Also requested but not listed under the Geospatial Data Share agreement is the current Zoning (2014) and Official Plan (2011) GIS files.

For references purposes, this is a listing of current Geospatial License Agreements with the Town:

- Ministry of Natural Resources (2009, 2010) - \$0 data exchange
- Union Gas (2009) - \$0 data exchange
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- Fire Underwriters Survey (2019) - \$0 request approved by Council
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- Compass Leadership (2021) - \$0 request, approved by Council, planning study for redevelopment of the former Resolute Mill site

After consideration of this request, I recommend the Town entering into a Geospatial Data License Agreement with WSP for the development of a new Official Plan and Comprehensive Zoning By-Law at \$0.

Respectively Submitted,



Trisha Law, MGIS  
GIS Expert





August 9, 2022

Trish Law  
GIS Expert  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON, P9A 3P9  
[tlaw@fortfrances.ca](mailto:tlaw@fortfrances.ca)

**RE: Town of Fort Frances New Official Plan and Comprehensive Zoning By-law Review – Geospatial Data License Agreement**

---

Dear Ms. Law:

On May 3, 2022, WSP Canada Inc. ("WSP") prepared a proposal in response to the Town of Fort Frances's ("Town") R.F.P. No. 22-PD-07 dated April 7, 2022 for the development of a New Official Plan and Comprehensive Zoning By-law. On May 24, 2022, Council approved Town staff's report recommending that the RFP be awarded to WSP in the amount of \$136,435 plus HST. At a regular meeting of Town Council on June 13, 2022, By-law No. 44-22 was passed authorizing the signing of the Consulting Agreement between WSP and the Town. WSP's winning proposal, Town staff's Council report, and the executed Consulting Agreement containing By-law No. 44-22 are enclosed for your reference.

As per the client expectations described in Section 2.7 on page 16 of WSP's proposal and the assumptions listed in Section 5.2 on pages 32 and 33, WSP kindly asks that the Town provide the GIS data needed to prepare a New Official Plan and Comprehensive Zoning By-law for the Town for \$0 as WSP is working directly for the Town under contract. The GIS data is an integral part of the project and will be used to prepare Official Plan and Zoning By-law schedules and develop the:

- Draft and Final Policy Directions and Recommendations Reports (Tasks 3.1 and 3.5 of the project work plan described in Section 6.1 and pages 34 to 44 of WSP's proposal),
- Draft, Revised Draft, Final Draft, and Final Official Plans (Tasks 4.1, 4.3, 5.2, and 5.5),
- Draft and Final Zoning By-law Discussion Papers (Tasks 4.4 and 4.6), and
- Draft and Final Draft Zoning By-laws (Tasks 4.7 and 6.1).

WSP Canada Inc. agrees to the terms set forth in the Town of Fort Frances Geospatial Data License Agreement. As requested on page 5 of the agreement, please upload the infrastructure and base data to this [OneDrive folder](#). In addition, please provide the Official Plan and Zoning By-law layers. Finally, please send the fully executed agreement to Jeff Knott, Senior Planning Technician at [Jeff.Knott@wsp.com](mailto:Jeff.Knott@wsp.com) and 300-2611 Queensview Drive, Ottawa, ON K2B 8K2.

Suite 300  
2611 Queensview Drive  
Ottawa, ON, Canada K2B 8K2

T: +1 613 829-2800  
F: +1 613 829-8299  
[wsp.com](http://wsp.com)



If you require any additional information or clarification, please feel free to contact me at (613) 690-7463 or [Justyna.Garbos@wsp.com](mailto:Justyna.Garbos@wsp.com).

Sincerely,

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

**Justyna Garbos, MCIP, RPP**  
**Senior Planner**

Enclosures (3):

WSP Proposal, May 3, 2022

Town of Fort Frances Administrative Report, May 24, 2022

Town of Fort Frances By-law No. 44-22 and WSP Consultant Agreement, June 13, 2022

cc: Cody Vangel, Town of Fort Frances  
Jeff Knott, WSP  
Steven Gammon, WSP  
Jill MacDonald, WSP  
William Turman, WSP  
Nadia De Santi, WSP

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 day of JULY 2022  
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES  
("The Town of Fort Frances")

- and -  
WSP Canada Inc.  
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.



**Town of Fort Frances**

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

*\*\*Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

**LICENSEE**By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Planning Technician

Name (Print): Jeff Knott

Date: 2022/07/28

By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Manager, Urban and Community Planning

Name (Print): Steven O. D. Gammon, MSc PI, MCIP, RPP

Date: July 29, 2022

**DATA LICENSE INFORMATION:**Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Infrastructure and Base Data

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Data Delivery Type:

☐ CD (mail)    ☒ Digital transfer (email)    ☐ hard copy (paper)

*Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.*

2022 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.40; 11" X 17" - \$12.70; 24" X 36" \$31.80

2007 Digital Aerial Photography: \$1272.80 (.ecw format only)

Shapefiles: \$318.30 per infrastructure shapefile layer  
\$318.30 – base map (property lines and address numbers only)

\*prices do not include applicable H.S.T.

August 19, 2022.

Report To: Travis Rob, O&F Manager

From: Trish Law, GIS Expert

**SUBJECT: Data Request WSP Canada Inc.**

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Respectively Submitted,



Trisha Law, MGIS  
GIS Expert



August 9, 2022

Trish Law  
GIS Expert  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON, P9A 3P9  
[tlaw@fortfrances.ca](mailto:tlaw@fortfrances.ca)

**RE: Town of Fort Frances New Official Plan and Comprehensive Zoning By-law Review – Geospatial Data License Agreement**

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Suite 300  
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Ottawa, ON, Canada K2B 8K2

T: +1 613 829-2800  
F: +1 613 829-8299  
[wsp.com](http://wsp.com)





If you require any additional information or clarification, please feel free to contact me at (613) 690-7463 or [Justyna.Garbos@wsp.com](mailto:Justyna.Garbos@wsp.com).

Sincerely,

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

**Justyna Garbos, MCIP, RPP**  
**Senior Planner**

Enclosures (3):

WSP Proposal, May 3, 2022

Town of Fort Frances Administrative Report, May 24, 2022

Town of Fort Frances By-law No. 44-22 and WSP Consultant Agreement, June 13, 2022

cc: Cody Vangel, Town of Fort Frances  
Jeff Knott, WSP  
Steven Gammon, WSP  
Jill MacDonald, WSP  
William Turman, WSP  
Nadia De Santi, WSP

Town of Fort Frances Geospatial Data License Agreement

THIS AGREEMENT made to be effective this 28 day of JULY 2022  
(Day) (Month) (Year)

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES  
("The Town of Fort Frances")

- and -  
WSP Canada Inc.  
("Licensee")

WHEREAS The Town of Fort Frances has produced digital imagery and infrastructure data within the limits of The Town of Fort Frances (hereinafter referred to as Licensed data). The Town of Fort Frances is the owner of the intellectual property rights of the Licensed data addressed by the terms and conditions set forth in this Agreement.

AND WHEREAS the Licensee has requested a license from The Town of Fort Frances permitting the Licensee to utilize The Town of Fort Frances' digital mapping products and information (Licensed data), on the terms and conditions set forth in this agreement.

AND WHEREAS The Town of Fort Frances agrees to provide the Licensee with a non-exclusive, non-assignable & non-transferable perpetual license to utilize the digital mapping products and information (Licensed data) based upon the terms and conditions set forth in this Agreement;

THEREFORE, in consideration of the mutual benefits to be realized under this agreement, the parties hereto agree as follows:

1. Permitted use: The Licensee shall not lease, sell, sublet, distribute, transfer or assign the Licensed data or any derivatives, enhanced products or hard copy products created from the Licensed data to any other person or organization without the expressed written consent of The Town of Fort Frances. This includes the right of use or partial use of the Licensed data. Failure to adhere to this will result in the termination of the License Agreement.
2. Copies: The Licensee may only make one copy of the Licensed data for back-up purposes only and not for use by any other person or organization. This back up shall only be used if a problem occurs with the original data. The Licensed data may be used in more than one computer at one time, provided all computers are solely owned and operated by the Licensee.

3. Licensed data: All Licensed data is in ESRI shapefile format, with the exception of the digital aerial photography. The coordinate system is UTM Zone 15N, NAD83. The Town of Fort Frances may consider, but shall not be obliged to provide the Licensed Data in other GIS or digital file formats as may be requested by the Licensee for its mapping system requirements.

4. Maintenance: The data licensed from The Town of Fort Frances is licensed for the Licensee's use only, not for resale or exchange with other parties. Licensed data is distributed "AS IS" on a one-time basis and The Town of Fort Frances is under no obligation to inform the Licensee of any changes, updates or alterations to the data. The Licensee will not receive any updated data, unless a new license request is made. Available data is in "raw" format and is not a finished map product.

5. Reserved Rights: The Town of Fort Frances shall retain all rights, title and interest to the Licensed data in all formats, languages and media. This includes copyrights, intellectual property, all other proprietary rights and the right to license the digital data covered by this Agreement to other users. The Licensed data shall continue to be the exclusive property of the Town of Fort Frances.

6. Copyright: Any paper or hard copy products derived from the Licensed data shall clearly indicate the source of the Licensed data and its copyright. If the data is modified in any way, this must be described with the source information. The Licensee agrees to not misrepresent The Town of Fort Frances Licensed data, nor imply that The Town of Fort Frances has approved any changes made by the Licensee, unless the Town of Fort Frances has granted expressed written permission.

7. Warranty: The Town of Fort Frances makes no warranty, expressed or implied, to the use of the Licensed data. Use of the Licensed data is done at the user's own risk and The Town of Fort Frances shall not be liable for any problems; including financial or business loss, the fitness of the Licensed data with other datasets, installation of the Licensed data and or any foreseeable or unforeseeable damages which may result from the use of the Licensed data.

8. Data Delivery: Orders for Licensed data sets do not have priority over other projects and work demands of The Town of Fort Frances Engineering Department. Significant delays may occur in such instances as staff shortages or schedule constraints. All efforts will be made to prepare and distribute Licensed data in a timely fashion. The Town of Fort Frances assumes no liability for shipping costs incurred, nor any damage to the Licensed data that may occur during shipping. The standard method of data delivery will be CD (Compact Disc).

9. Fees: The Town of Fort Frances licenses use of the Licensed data set in consideration of payment by the Licensee of the appropriate fee set out in the

current Schedule of Fees for the Town of Fort Frances and as illustrated in the attached price schedule. Fees paid are non-refundable. Data exchanges between the Licensee and The Town of Fort Frances will be considered.

10. Termination: The Town of Fort Frances may terminate this Agreement at any time, for any reason. Any violation of the license renders it null and void. This agreement will terminate automatically, without notice, if the Licensee fails to comply with any of the terms of this agreement. The Licensee may elect to terminate this Agreement at any time. Licensee user rights expire on the revocation of this license. Any and all copies of the Licensed data must be returned to The Town of Fort Frances within 30 days from the date this license expires or immediately if the license is revoked.

11. Third-Party Requests: If the Licensee receives a third party request for the Licensed data, the Licensee shall provide The Town of Fort Frances' contact information to the third party.

12. The terms of this agreement shall be in force from the date of execution or delivery of the Licensed Data, whichever is the later, and shall continue unless terminated under the provisions of this Agreement.

13. This Agreement constitutes the entire agreement and understanding of both parties as to the scope of this license and supersedes any and all prior agreements, warranties, understandings, discussions, negotiations and commitments, either written or oral, expressed and or implied between them.

14. Amendments to this agreement, be it the terms or provisions, must be elected in writing and signed by both parties.

15. This Agreement shall be subject to and interpreted in accordance with the Laws of the Province of Ontario.

16. This agreement is binding to both parties but does not constitute a relationship of partnership, or joint venture between the two parties.

**Town of Fort Frances**

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

*\*\*Please be advised that all agreements must be discussed with the Engineering Department (GIS) prior to signing.*

**LICENSEE**By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Planning Technician

Name (Print): Jeff Knott

Date: 2022/07/28

By (Signature):  \_\_\_\_\_

I have the authorization to bind the Corporation

Position/Title: Senior Manager, Urban and Community Planning

Name (Print): Steven O. D. Gammon, MSc PI, MCIP, RPP

Date: July 29, 2022

**DATA LICENSE INFORMATION:**Data Available:

Infrastructure (separate layers): Sanitary Sewer manholes and mains; Storm Sewer manholes, catch basins, and mains; Water Distribution System mains, hydrants, and mainline valves; Road centre lines

Base Data: base map (with or without addresses), aerial photography (colour, April 2007 .ecw format only)

Data Requested:

Infrastructure and Base Data

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Data Delivery Type:

☐ CD (mail)    ☒ Digital transfer (email)    ☐ hard copy (paper)

*Disclaimer: Please be advised that the GIS data within The Town of Fort Frances' database is in a constant state of update. Every effort has been made to ensure that the Licensed data is the most current, updated version.*

2022 Fee Schedule:

Hard Copy Maps: 8 ½" X 11" - \$6.40; 11" X 17" - \$12.70; 24" X 36" \$31.80

2007 Digital Aerial Photography: \$1272.80 (.ecw format only)

Shapefiles: \$318.30 per infrastructure shapefile layer  
\$318.30 – base map (property lines and address numbers only)

\*prices do not include applicable H.S.T.



## ADMINISTRATIVE REPORT

**Subject: Financial Statements for the period ending August 31, 2022**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Dawn Galusha, Treasurer**



### ANALYSIS:

Please see attached financial statements for the period ending August 31, 2022 for the following:

- General Fund
- Water & Sewer Funds
- Capital Fund

### SUPPORTING DOCUMENTS:

[2022 August YTD vs Budget- General Fund](#)

[2022 August YTD vs Budget- Water Sewer Fund](#)

[2022 Capital Financials - YTD as of Aug 31](#)

## Monthly YTD to Budget

Fort Frances

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
Fort Frances				
Corporate Services				
0150 Taxation-Municipal	(11,788,757)	(11,814,144.58)	25,388	(0.22%)
0151 Taxation-Education		(686,790.26)	686,790	
0152 Payments-in-lieu of Taxation	(858,159)	(460,004.94)	(398,154)	46.40%
0240 Governance (Mayor & Council)	(3,066,326)	(2,411,050.59)	(655,275)	21.37%
0260 Program Support	2,412,074	1,689,968.57	722,105	29.94%
0261 Elections	43,600	9,671.44	33,929	77.82%
0270 Long Term Debt	322,911	216,289.49	106,622	33.02%
0272 Contribution to Reserve/Reserve	2,022,900		2,022,900	100.00%
1820 Economic Development Commission	86,190	(93,488.35)	179,678	208.47%
1825 Solar Panels	(13,345)	(5,042.90)	(8,302)	62.21%
<b>Total Corporate Services</b>	<b>(10,838,912)</b>	<b>(13,554,592.12)</b>	<b>2,715,680</b>	<b>(25.05%)</b>
Administration & Finance				
0251 Town Real Estate	1,835		1,835	100.00%
0252 Human Resources	68,110	57,903.63	10,206	14.98%
0262 Administration	369,236	201,021.46	168,215	45.56%
0263 Administration- Vehicle	5,236	3,138.64	2,097	40.05%
0264 Clerk's Department	222,927	121,172.57	101,754	45.64%
0265 Treasury Department	557,163	371,947.51	185,215	33.24%
0266 Unassigned Revenue	(206,200)	(143,809.20)	(62,391)	30.26%
0267 FFPC Administration		5,743.68	(5,744)	
0268 Information Technology	404,404	338,153.07	66,251	16.38%
<b>Total Administration &amp; Finance</b>	<b>1,422,711</b>	<b>955,271.36</b>	<b>467,440</b>	<b>32.86%</b>
Community Services				

## Monthly YTD to Budget

Fort Frances

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
0632 Handi- Transit System	111,578	42,594.68	68,983	61.82%
1220 Sister Kennedy Centre	53,852	11,846.14	42,006	78.00%
1230 Child Care		313.88	(314)	
1614 Sunny Cove Camp	13,267	13,044.97	222	1.67%
1620 Recreation Programs	288,069	171,457.73	116,611	40.48%
1621 Community Services	139,123	43,692.59	95,430	68.59%
1631 Sorting Gap Marina	14,033	159,130.44	(145,097)	(1,033.97%)
1634 Recreation Facilities	1,030,590	1,435,101.13	(404,511)	(39.25%)
1635 Townshend Theatre		234.00	(234)	
1640 Fort Frances Public Library	533,836	444,060.72	89,775	16.82%
1642 Library School Co-op Fund		(12,929.51)	12,930	
1645 Museums	209,218	140,748.10	68,470	32.73%
<b>Total Community Services</b>	<b>2,393,566</b>	<b>2,449,294.87</b>	<b>(55,729)</b>	<b>(2.33%)</b>
Emergency Services				
0410 Fire	1,094,005	716,780.68	377,224	34.48%
0420 Police	2,490,427	1,541,064.52	949,362	38.12%
0421 911 Services	10,910	12,631.12	(1,721)	(15.77%)
0422 Police Services Board	16,664	6,282.78	10,381	62.30%
0450 Emergency Measures	(330,912)	20,053.74	(350,966)	106.06%
<b>Total Emergency Services</b>	<b>3,281,094</b>	<b>2,296,812.84</b>	<b>984,281</b>	<b>30.00%</b>
Operations & Facilities				
0611 Municipal Roads - Paved	1,546,445	(14,574.18)	1,561,019	100.94%
0614 PW Administration	(165,361)	64,626.95	(229,988)	139.08%
0615 PW Municipal Bldg & Yards	147,402	68,663.69	78,738	53.42%
0617 Sidewalks	145,700	90,007.17	55,693	38.22%

## Monthly YTD to Budget

Fort Frances

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
0618 PW Vehicles	214,244	149,797.21	64,447	30.08%
0619 PW Equipment	212,171	364,525.54	(152,355)	(71.81%)
0620 Public Works Stores	85,981	55,303.96	30,677	35.68%
0623 Traffic Signal Maintenance	13,215	47,465.12	(34,250)	(259.18%)
0624 Engineering	35,525	24,061.50	11,464	32.27%
0640 Public Parking Lots	13,946	2,646.53	11,299	81.02%
0650 Street Lighting	125,045	52,047.55	72,997	58.38%
0670 Private Work Charges	21,364	14,051.67	7,312	34.23%
0671 Private Crossing Charges	33,142	8,642.21	24,500	73.92%
0840 Garbage Collection	(187,417)	(41,251.56)	(146,165)	77.99%
0850 Sanitary Landfill	(107,136)	16,220.54	(123,357)	115.14%
0860 Recycling Services	294,553	114,252.79	180,300	61.21%
<b>Total Operations &amp; Facilities</b>	<b>2,428,819</b>	<b>1,016,486.69</b>	<b>1,412,332</b>	<b>58.15%</b>
Planning & Development				
0253 Civic Centre	25,086	(45,789.72)	70,876	282.53%
0440 By-Law Enforcement Animal Contr	130,440	58,809.84	71,630	54.91%
0441 Animal Shelter	6,301	2,512.24	3,789	60.13%
0445 Building Official	21,096	(25,184.78)	46,281	219.38%
1810 Planning & Zoning	72,616	53,916.91	18,699	25.75%
<b>Total Planning &amp; Development</b>	<b>255,539</b>	<b>44,264.49</b>	<b>211,275</b>	<b>82.68%</b>
Airport				
0660 Municipal Airport	38,952	(164,574.71)	203,527	522.51%
0661 Airport Building Maintenance	34,506	23,845.10	10,661	30.90%
0662 Airport Grounds Maintenance	59,745	14,789.94	44,955	75.24%
<b>Total Airport</b>	<b>133,203</b>	<b>(125,939.67)</b>	<b>259,143</b>	<b>194.55%</b>

## Monthly YTD to Budget

Fort Frances

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
Parks & Cemeteries				
1040 Fort Frances Cemetery	152,225	55,325.69	96,899	63.66%
1041 Riverview Cemetery	209,836	136,156.69	73,679	35.11%
1610 Parks & Cemeteries Administrati	226,770	126,398.02	100,372	44.26%
1611 Point Park	32,497	7,916.51	24,580	75.64%
1612 Parks- Outdoor Facilities	277,842	159,887.28	117,955	42.45%
1613 Lions Millennium Park	12,855	955.47	11,900	92.57%
1615 Rainy Lake Square	11,955	3,561.10	8,394	70.21%
<b>Total Parks &amp; Cemeteries</b>	<b>923,980</b>	<b>490,200.76</b>	<b>433,779</b>	<b>46.95%</b>
<b>Total Fort Frances</b>		<b>(6,428,200.78)</b>	<b>6,428,201</b>	
<b>Total Fort Frances</b>		<b>(6,428,200.78)</b>	<b>6,428,201</b>	

## Monthly YTD to Budget

Water &amp; Sewer

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
Water & Sewer				
Water				
0831 Water Treatment				
0330 Operational Revenue	(8,000)	(4,619.75)	(3,380)	42.25%
1101 Salaries, Wages, Benefits	278,278	172,582.94	105,695	37.98%
1200 Contracted Services	25,593	11,328.19	14,265	55.74%
1240 Municipal Buildings & Yards	172,199	49,606.66	122,592	71.19%
1400 Materials	156,650	134,661.66	21,988	14.04%
1500 Rents & Services	36,355	9,483.02	26,872	73.92%
1965 Water Storage Facility	40,765	19,661.66	21,103	51.77%
9105 Small Capital Purchases		30,306.69	(30,307)	
9142 Anthracite		15,253.82	(15,254)	
<b>Total 0831 Water Treatment</b>	<b>701,840</b>	<b>438,264.89</b>	<b>263,575</b>	<b>37.55%</b>
0832 Water Works Administration				
0330 Operational Revenue	(9,342)	(12,969.92)	3,628	(38.84%)
0430 Operational Rev HST Ex	(2,985,939)	(1,603,943.71)	(1,381,995)	46.28%
1101 Salaries, Wages, Benefits	159,099	92,263.09	66,836	42.01%
1200 Contracted Services	240,166	121,204.43	118,962	49.53%
1400 Materials	11,300	1,104.83	10,195	90.22%
1500 Rents & Services	113,481	70,851.15	42,630	37.57%
1510 Capital Outlay from Revenue	1,277,475		1,277,475	100.00%
1620 Transfer to Reserve Funds	17,982		17,982	100.00%
1962 Service Connections	124,301	61,966.87	62,334	50.15%
1963 Water Meters/Bkflow Preventers	49,524	16,925.51	32,598	65.82%
1964 Water Mains	300,113	169,036.36	131,077	43.68%

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## Monthly YTD to Budget

Water &amp; Sewer

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
9105 Small Capital Purchases		7,877.03	(7,877)	
9133 Vehicle		118.59	(119)	
9293 Design- Infrastructure Renewal		8,904.00	(8,904)	
9319 Mowat Ave from Scott St-2nd St		121.70	(122)	
9320 Sinclair St -Victoria to Armit		13,474.77	(13,475)	
<b>Total 0832 Water Works Administration</b>	(701,840)	(1,053,065.30)	351,225	(50.04%)
<b>Total Water</b>		(614,800.41)	614,800	
Sewer				
0811 Sanitary Sewer/Waste Water				
0430 Operational Rev HST Ex	(2,791,235)	(1,475,653.50)	(1,315,582)	47.13%
1101 Salaries, Wages, Benefits	115,063	51,660.53	63,402	55.10%
1200 Contracted Services	194,773	93,463.23	101,310	52.01%
1400 Materials	67,748		67,748	100.00%
1500 Rents & Services	64,161	35,910.72	28,250	44.03%
1510 Capital Outlay from Revenue	1,330,541		1,330,541	100.00%
1711 Sewermains	231,309	54,253.24	177,056	76.55%
1712 Service Connections	96,324	75,760.20	20,564	21.35%
9105 Small Capital Purchases		536.60	(537)	
9293 Design- Infrastructure Renewal		8,904.00	(8,904)	
9319 Mowat Ave from Scott St-2nd St		121.71	(122)	
9320 Sinclair St -Victoria to Armit		9,034.40	(9,034)	
<b>Total 0811 Sanitary Sewer/Waste Water</b>	(691,316)	(1,146,008.87)	454,693	(65.77%)
0812 Sewage Treatment Plant				
1101 Salaries, Wages, Benefits	3,796	631.21	3,165	83.38%
1240 Municipal Buildings & Yards	153,926	60,885.96	93,040	60.44%

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## Monthly YTD to Budget

Water &amp; Sewer

	2022 V5 Council Approved Operating Forecast	2022 Actuals YTD to August	\$ Variance	% Variance
1400 Materials	2,000	209.85	1,790	89.50%
1500 Rents & Services	531,594	349,147.06	182,447	34.32%
9105 Small Capital Purchases		29,177.15	(29,177)	
9260 Generator		467,384.55	(467,385)	
9262 PLC		10,959.55	(10,960)	
<b>Total 0812 Sewage Treatment Plant</b>	691,316	918,395.33	(227,079)	(32.85%)
<b>Total Sewer</b>		(227,613.54)	227,614	
<b>Total Water &amp; Sewer</b>		(842,413.95)	842,414	
<b>Total Water &amp; Sewer</b>		(842,413.95)	842,414	

August 31, 2022

		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	Notes & Comments
<b>ADMINISTRATION</b>						
20-020-0253-0490-40952	Contribution from Reserve Fund	(7,500.00)	0.00	(7,500.00)	100%	
20-020-0253-9108-71471	Civic Centre - Replace Deteriorated Garden Stones	7,500.00	0.00	7,500.00	100%	Hoping to get it done still this summer
20-020-0262-0490-40952	Contribution from Reserve Fund	(65,000.00)	0.00	(65,000.00)	100%	
20-020-0262-9187-71523	Complete Governance Review	65,000.00	0.00	65,000.00	100%	
20-020-0268-0490-40412	Provincial Grants	(170,000.00)	(170,000.00)	0.00	0%	
20-020-0268-0490-40952	Contribution from Reserve Fund	(696,750.00)	0.00	(696,750.00)	100%	
20-020-0268-0490-40437	Contribution from Others or Donations	(167,750.00)	0.00	(167,750.00)	100%	
20-020-0268-9109-71471	Annual IT Upgrades	92,000.00	29,824.23	62,175.77	68%	Desktop computers, KVM, and electrical work not ordered.
20-020-0268-9109-71471	IT- 2021 Annual upgrades- Items not shipped - Carried Over from 2021	36,500.00	21,642.20	14,857.80	41%	Ordered, some items not shipped.
20-020-0268-9109-71471	IT- 2021 Surveillance- Items not shipped - Carried Over from 2021	50,000.00	33,566.14	16,433.86	33%	Servers assembled but not installed. Cameras ordered but may not ship until 2023.
20-020-0268-9109-71471	IT- 2021 Honeywell Project - Carried Over from 2021	20,000.00		20,000.00	100%	Complete, not invoiced.
20-020-0268-9211-71523	IT- Disaster Recovery Project - Carried Over from 2021	28,500.00	28,446.31	53.69	0%	Complete.
20-020-0268-9211-71523	IT- Disaster Recovery	231,000.00	0.00	231,000.00	100%	Servers ordered. Most switches not shipped.
20-020-0268-9212-71471	IT- Video Surveillance (Downtown Core)- Approved Mid 2021 - Carried Over from 2021	340,000.00	199,005.55	140,994.45	41%	Servers installed but not configured. Wireless equipment delivered but not installed. Cameras and other items not shipped.
20-020-0268-9213-71471	IT- Backup Upgrades	53,000.00	0.00	53,000.00	100%	Requested quotes.
20-020-0268-9214-71471	IT- Council Upgrades	19,000.00	0.00	19,000.00	100%	Requested quotes.
20-020-0268-9215-71471	IT- Network Upgrades	107,000.00	9,406.62	97,593.38	91%	Ordered, most items not shipped.
20-020-0268-9216-71406	IT- Photocopiers	25,500.00	0.00	25,500.00	100%	Complete, not invoiced.
20-020-0268-9217-71503	IT- FFPC Isolation (Microsoft GP-Diamond Segregation)	32,000.00	0.00	32,000.00	100%	May be deferred to 2023.
		0.00	151,891.05	(151,891.05)		
<b>EMERGENCY SERVICES</b>						
20-040-0410-0490-40952	Contribution from Reserve Fund	(1,201,381.00)	0.00	(1,201,381.00)	100%	
20-040-0410-9120-71480	Bunker Gear and Helmets (Life Expectancy is 10-years)	16,000.00	4,883.22	11,116.78	69%	Waiting on 3 sets of bunker gear
20-040-0410-9133-71471	Fire- Single Axel Quint Aerial Ladder Truck - Approved in 2021 - Carried Over from 2021	1,152,381.00	0.00	1,152,381.00	100%	Final inspection of truck is delayed until Feb 2023. Carry forward to 2023 Budget
20-040-0410-9172-71471	Radio System Upgrade	18,000.00	10,754.61	7,245.39	40%	Not complied yet; New antenna is installed.
20-040-0410-9239-71431	Safety Harnesses, Rope, and Hardware etc. for Quint Aerial Ladder Truck and Low Slope Rescue	15,000.00	13,066.25	1,933.75	13%	Complete.
20-040-0450-9260-71523	Evacuation Centre- Generator		333.74			
		0.00	29,037.82	(28,704.08)		
<b>PUBLIC WORKS</b>						
<b>TRANSPORTATION</b>						
20-060-0611-0490-40952	Contribution from Reserve Fund	(751,897.00)	0.00	(751,897.00)	100%	
20-060-0611-0490-40400	Federal Grants	(1,573,129.00)	0.00	(1,573,129.00)	100%	
20-060-0611-0490-40412	Provincial Grants	(3,279,947.00)	(1,253,208.90)	(2,026,738.10)	62%	
20-060-0611-9184-71523	Completion of Town Wide Stormwater Management Plan Development - Carried Over from 2021	42,862.00	18,637.34	24,224.66	57%	Work still ongoing - Anticipated completion October 2022
20-060-0611-9265-71523	Erin Crescent- Roads and Storm Sewers		284.93			
20-060-0611-9307-71523	Carryover from 2021 Colonization Road West (ICIP Funding 83.33% roads only)	212,374.00	0.00	212,374.00	100%	
20-060-0611-9309-71523	Roads - Kings Hwy - Pit Rd #1 to Pit Rd #2		1,490.56			
20-060-0611-9311-71523	Design Works for the Reconstruction of Scott Street from Reid Avenue to Armit Avenue (Dependent on Funding)	84,123.00	0.00	84,123.00	100%	Scheduling the survey crew to complete the pickup survey

		August 31, 2022				Notes & Comments
		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	
20-060-0611-9313-71523	Reconstruction of Armit Avenue from Church Street to Scott Street (FGT) - Carried Over from 2021	136,500.00	15,108.83	121,391.17	89%	Deficiencies to complete prior to asphalt
20-060-0611-9314-71523	Reconstruction of Kings Highway from Pit Road #2 to Oakwood Road (Phase 2 - Dependent on Funding)	1,951,510.00	388,597.07	1,562,912.93	80%	Ongoing
20-060-0611-9318-71523	Design work for Underpass Superstructure rehabilitation (OSIM Recommendation)	150,000.00	299.58	149,700.42	100%	Working with JML and CN. Detailed inspection to be completed in September pending CN approval or Work permit
20-060-0611-9319-71523	Reconstruction of Mowat Avenue from Scott Street to Second Street (FGT/OCIF/NORDS)	2,168,463.00	121.71	2,168,341.29	100%	Ongoing
20-060-0611-9320-71523	Reconstruction of Sinclair Street from Victoria Ave to Armit Ave (ICIP Green + Infrastructure Fund) (Dependent on Funding)	859,141.00	21,784.41	837,356.59	97%	Depending on schedule may delay to next year. Portion of the job underwater for a large part of the summer
20-060-0614-0490-40952	Contribution from Reserve Fund	(13,620.00)	0.00	(13,620.00)	100%	
20-060-0614-9105-71471	Public Works Small Equipment Purchase (Annual)	8,000.00	1,365.77	6,634.23	83%	
20-060-0614-9181-71471	Replace Fire Panel - Public Works - Carried Over from 2021	5,620.00	5,107.59	512.41	9%	Complete.
20-060-0617-9315-71523	Sidewalks - Biddeson Ave to Riverview Cem		5,404.22			
20-060-0618-0490-40952	Contribution from Reserve Fund	(239,500.00)	0.00	(239,500.00)	100%	
20-060-0618-9133-71471	Replace unit 178 - 2002 Ford 1/2 ton with new half ton extended cab 4x4	39,500.00	118.58	39,381.42	100%	Unit ordered, waiting on build
20-060-0618-9133-71471	Replace unit 121 - 2007 Peterbilt Tandem with new Tandem Dump Truck	200,000.00	0.00	200,000.00	100%	Working on quotes
20-060-0619-0490-40952	Contribution from Reserve Fund	(212,729.00)	0.00	(212,729.00)	100%	
20-060-0619-9230-71471	Replace 2003 Holder Sidewalk Machine with new Sidewalk machine with blower and sweeper attachments (Committed 2021 delivery January 2022) - Carried Over from 2021	212,729.00	186,043.48	26,685.52	13%	Complete.
20-060-0623-0490-40952	Contribution from Reserve Fund	(90,000.00)	0.00	(90,000.00)	100%	
20-060-0623-9135-71471	Replace Downtown Light Poles (28 poles)	90,000.00	34,901.51	55,098.49	61%	Poles on site working with FFPC to schedule installation
20-060-0624-0490-40952	Contribution from Reserve Fund	(2,500.00)	0.00	(2,500.00)	100%	
20-060-0624-9123-71471	GIS Capital Contribution	2,500.00	0.00	2,500.00	100%	
		0.00	(573,943.32)	581,123.03		
<b>AIRPORT</b>						
20-060-0660-0490-40400	Federal Grants	(538,103.00)	0.00	(538,103.00)	100%	
20-060-0660-0490-40412	Provincial Grants	(168,508.00)	0.00	(168,508.00)	100%	
20-060-0660-0490-40952	Contribution from Reserve Fund	(130,465.00)	0.00	(130,465.00)	100%	
20-060-0660-0490-40511	Transport Canada		(312,397.91)			
20-060-0660-9133-71471	Replace 1999 International Plow Truck (Committed in 2021 ACAP Funded)	312,398.00	0.00	312,398.00	100%	Unit Ordered Anticipated delivery - May 2023
20-060-0660-9133-71471	Replace 1999 International Fuel Truck (FedNor RATI funded)	300,000.00	123,269.96	176,730.04	59%	Unit Ordered Anticipated delivery - February 2023
20-060-0660-9160-71471	Airport Improvement Project (Flooring, gates, parking) (NOHFC Grant)	224,678.00	26,271.57	198,406.43	88%	Flooring Complete, Gate was well over budget (will try to re-tender next year)
		0.00	(162,856.38)	(149,541.53)		
<b>SANITARY SEWER</b>						
20-060-0811-0490-40412	Provincial Grants	(332,437.00)	0.00	(332,437.00)	100%	
20-060-0811-0490-40952	Contribution from W&S Reserve Fund	(765,219.00)	0.00	(765,219.00)	100%	
20-060-0811-9105-71471	Sanitary Sewer tools and equipment (Annual)	10,000.00	536.60	9,463.40	95%	

August 31, 2022

		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	Notes & Comments
20-080-0811-9123-71471	GIS Capital Contribution	2,290.00	0.00	2,290.00	100%	
20-080-0811-9138-71523	Refurbishing Sanitary Manholes (Annual)	50,000.00	0.00	50,000.00	100%	
20-080-0811-9140-71523	Structural Sanitary Main Re-lining (5 locations)	200,000.00	0.00	200,000.00	100%	Missed opportunity for this year due to manpower allocation to flooding
20-080-0811-9288-71523	Design for White Pine & Church Lift Station Wet Well Upgrades (2018 Study Finding, 2019, 2020 Carry Over)	65,000.00	0.00	65,000.00	100%	Tender September 2022
20-080-0811-9293-71523	Design for Infrastructure Renewal Project for 2023 construction work	37,500.00	8,904.00	28,596.00	76%	Tender September 2022
20-080-0811-9319-71523	Reconstruction of Mowat Avenue from Scott Street to Second Street (OCIF)	410,350.00	121.71	410,228.29	100%	Ongoing
20-080-0811-9320-71523	Reconstruction of Sinclair Street from Victoria Ave to Armit Ave (ICIP Green)	322,516.00	9,034.40	313,481.60	97%	Depending on schedule may delay to next year. Portion of the job underwater for a large part of the summer
		0.00	18,596.71	(18,596.71)		
<b>SEWAGE TREATMENT PLANT</b>						
20-080-0812-0490-40952	Contribution from Revenue Fund	(1,058,098.00)	0.00	(1,058,098.00)	100%	
20-080-0812-9105-71471	Miscellaneous Capital Upgrades	120,000.00	29,177.15	90,822.85	76%	
20-080-0812-9107-71471	Replace mobile generator for lift stations	90,000.00	0.00	90,000.00	100%	Unit ordered. Delivery scheduled for Q3/4 2022
20-080-0812-9260-60010 to 600	Salaries & Eqp rental Own for Emergency Standby Generator		797.01			
20-080-0812-9260-71471	Installation of Emergency Standby Generator 2022 portion	715,298.00	466,587.54	248,710.46	35%	Unit on site waiting on transfer switch. Electrical work starting
20-080-0812-9262-71471	PLC Upgrade at Lift Station - Carried Over from 2021	64,800.00	10,959.55	53,840.45	83%	Complete
20-080-0812-9262-71471	PLC Upgrade at 5th Street East Lift Station to Delta V (annual)	68,000.00	0.00	68,000.00	100%	Waiting on final quotation
		0.00	507,521.25	(506,724.24)		
<b>WATER TREATMENT PLANT</b>						
20-080-0831-0490-40952	Contribution from Revenue Fund	(303,378.00)	0.00	(303,378.00)	100%	
20-080-0831-9105-71471	Miscellaneous Small Capital Equipment	50,000.00	30,306.69	19,693.31	39%	
20-080-0831-9107-71471	MCC Thermography and Inspection & Starter Replacement	10,000.00	0.00	10,000.00	100%	Complete
20-080-0831-9124-71471	Integrate Delta V Mobile for on-call at WTP (2020 Carryover)	35,000.00	0.00	35,000.00	100%	Waiting on new servers
20-080-0831-9127-71471	WTP Electrical Upgrades	100,000.00	0.00	100,000.00	100%	To be completed Q4 2022
20-080-0831-9142-71471	Anthracite (950 bags @ 44.45 per bag)	42,228.00	15,253.82	26,974.18	64%	Complete
20-080-0831-9220-71471	Security upgrades at WTP (video, entry system)	16,150.00	0.00	16,150.00	100%	Waiting on new servers
20-080-0831-9293-71523	Design for Backwash Dechlorination & WTP Life Assessment (WAG)	50,000.00	0.00	50,000.00	100%	Tender September 2022
		0.00	45,560.51	(45,560.51)		
<b>WATERWORKS ADMINISTRATION</b>						
20-080-0832-0490-40400	Federal Grants	(108,143.00)	0.00	(108,143.00)	100%	
20-080-0832-0490-40412	Provincial Grants	(412,547.00)	0.00	(412,547.00)	100%	
20-080-0832-0490-40952	Contribution from W&S Reserve Fund	(383,085.00)	0.00	(383,085.00)	100%	
20-080-0832-9105-71471	General Miscellaneous Tools/Equipment (Annual)	10,000.00	7,877.03	2,122.97	21%	
20-080-0832-9123-71471	GIS Capital Contribution	4,579.00	0.00	4,579.00	100%	
20-080-0832-9133-71471	Replace unit 182 - 2009 Chevy 3/4 ton with new 1/2 ton extended cab 4x4	39,500.00	118.59	39,381.41	100%	Unit ordered, waiting on build

		August 31, 2022				Notes & Comments
		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	
20-080-0832-9137-71523	Replacing main line water valves/hydrants included in the 2022 Roadworks Tender (Annual)	100,000.00	0.00	100,000.00	100%	Ongoing
20-080-0832-9141-71523	Inspection of Water Tower by ROV (5 year inspection)	25,500.00	0.00	25,500.00	100%	To be completed late August/early September 2022
20-080-0832-9293-71523	Design for Infrastructure Renewal Project for 2023 construction work (Annual)	37,500.00	8,904.00	28,596.00	76%	Ongoing
20-080-0832-9309-71523	Reconstruction of Kings Highway from Pit Road #2 to Oakwood Road (Phase 2 - Dependent on Funding)	48,228.00	0.00	48,228.00	100%	Ongoing
20-080-0832-9319-71523	Reconstruction of Mowat Avenue from Scott Street to Second Street (OCIF)	368,110.00	121.70	367,988.30	100%	Ongoing
20-080-0832-9320-71523	Reconstruction of Sinclair Street from Victoria Ave to Armit Ave (ICIP Green)	270,358.00	13,474.77	256,883.23	95%	Depending on schedule may delay to next year. Portion of the job underwater for a large part of the summer
		0.00	30,496.09	(30,496.09)		
<b>Landfill</b>						
20-080-0860-0490-40952	Contributions from Reserve Fund	(201,500.00)	0.00	(201,500.00)	100%	
20-080-0860-9104-71523	Replace Landfill Scale Shack (includes delivery)	63,000.00	0.00	63,000.00	100%	Tender September 2022
20-080-0860-9107-71471	Replace Landfill Scales (\$58.5k + installation & commissioning) - Carried Over from 2021	78,500.00	0.00	78,500.00	100%	Tender September 2022
20-080-0860-9238-71523	Landfill Site Expansion and first phase design activities (Ongoing from 2020)	60,000.00	0.00	60,000.00	100%	Ongoing
		0.00	0.00	0.00		
<b>CEMETERIES</b>						
20-100-1041-0490-40952	Contribution from Reserve Fund	(20,000.00)	0.00	(20,000.00)	100%	
20-100-1040-9127-60010 to 600	FF Cemetery Reno Full Time Salary		595.86			
20-100-1041-9621-71471	Completion of Installation of 3 new Columbaria at Riverview Cemetery - Walkway work	20,000.00	0.00	20,000.00	100%	Work planned for this fall
		0.00	595.86	0.00		
<b>SKC</b>						
20-120-1220-0490-40952	Contribution from Reserve Fund	(160,375.00)	0.00	(160,375.00)	100%	
20-120-1220-0490-40412	Provincial Grants	(481,125.00)	(15,000.00)	(466,125.00)	97%	
20-120-1220-9127-71523	Building Expansion (Funding awarded in 2021)	621,500.00	0.00	621,500.00	100%	To be awarded early September
20-120-1220-9658-71523	Sister Kennedy Centre HVAC Upgrades	20,000.00	0.00	20,000.00	100%	To be awarded early September
		0.00	(15,000.00)	15,000.00		
<b>Parks</b>						
20-160-1610-0490-40400	Federal Grant	(322,500.00)	0.00	(322,500.00)	100%	
20-160-1610-0490-40952	Contribution from Reserve Fund	(314,630.00)	0.00	(314,630.00)	100%	
20-160-1610-9105-71471	Park Small Equipment Replacement (Annual)	6,250.00	3,486.13	2,763.87	44%	
20-160-1610-9108-71471	Parks Timber Replacement and Protective Surface Replacement	30,000.00	0.00	30,000.00	100%	Materials on site, lack of manpower
20-160-1610-9133-71471	Replace 1997 Ford F 350 with new 2 ton 4x4 regular cab truck with dump box	85,000.00	118.58	84,881.42	100%	Unit ordered, waiting on build
20-160-1610-9134-71471	Boat, motor, trailer for dock work	15,000.00	14,349.66	650.34	4%	Complete
20-160-1610-9136-71471	Traffic Control Fence - St Francis Sports Fields near CN	3,500.00	0.00	3,500.00	100%	Hoping to squeeze in this fall based on manpower availability
20-160-1610-9174-71471	Replace 1995 Gang Mower	50,880.00	0.00	50,880.00	100%	Ordered unit
20-160-1610-9627-71471	Riverfront Dock Repairs	15,000.00	0.00	15,000.00	100%	Hoping to squeeze in this fall based on manpower availability



		August 31, 2022				Notes & Comments
		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	
20-160-1610-9129-71523	Completion of Lillie Ave/Phair Ave Park Tree Planting Project	1,500.00	1,606.78	(106.78)	-7%	Complete
20-160-1610-9178-71523	Expansion of Phair Avenue Park (Canada Community Revitalization Fund) (Dependent on Funding)	430,000.00	0.00	430,000.00	100%	Waiting on funding
20-160-1612-0490-40952	Contribution from Reserve Fund	(5,000.00)	0.00	(5,000.00)	100%	
20-160-1612-9182-71523	Furnace Replacement- McIrvine Rink Shack	5,000.00	4,675.87	324.13	6%	Done
		0.00	24,237.02	(24,237.02)		
<b>MSC/Recreation</b>						
20-160-1620-0490-40952	Contribution from Reserve Fund	(10,000.00)	0.00	(10,000.00)	100%	
20-160-1620-9624-71471	Fitness Equipment (annual)	10,000.00	8,308.16	1,691.84	17%	Ongoing
20-160-1631-0490-40952	Contribution from Reserve Fund	(7,116.00)	0.00	(7,116.00)	100%	
20-160-1631-0490-40400	Federal Grant	(95,186.00)	(62,627.00)	(32,559.00)	34%	
20-160-1631-0490-40412	Provincial Grants	(243,470.00)	(135,010.24)	(108,459.76)	45%	
20-160-1631-9627-71471	Dock Replacement Project (NOHFC and FedNor Funded in 2021)	345,772.00	343,782.30	1,989.70	1%	Units delivered, waiting until late fall/early spring for installation, Cameras ordered but may not ship until 2023. Wireless equipment delivered but not installed. Server assembled but not installed.
20-160-1634-0490-40952	Contribution from Reserve Fund	(965,653.00)	0.00	(965,653.00)	100%	
20-160-1634-0490-40412	Provincial Grants	(1,578,534.00)	0.00	(1,578,534.00)	100%	
20-160-1634-9105-71471	MSC Misc Ongoing Capital Repairs (Annual)	30,000.00	22,137.17	7,862.83	26%	Ongoing
20-160-1634-9107-71471	Replace Dry-O-Tron Compressor - Carried Over from 2021	5,000.00	3,074.24	1,925.76	39%	Complete
20-160-1634-9107-71471	Small Man Lift for working on second floor	21,000.00	0.00	21,000.00	100%	
20-160-1634-9132-71471	Replace Chairs (100 This year)	8,000.00	0.00	8,000.00	100%	In progress (chairs will be ordered)
20-160-1634-9184-71523	Recreation Master Plan	80,000.00	0.00	80,000.00	100%	Project has not started.
20-160-1634-9624-71471	Weightroom Dumbell Replacement (COVID)	13,000.00	13,183.01	(183.01)	-1%	Complete
20-160-1634-9631-71471	52 Canadians Dehumidifier Replacement (Failed in 2018)	38,000.00	13,649.43	24,350.57	64%	unit to be installed early September
20-160-1634-9633-71471	IFK Ice Plant Compressor #2 Controller Replacement	30,000.00	7,063.49	22,936.51	76%	Complete
20-160-1634-9640-71523	Replacement of East End Hall Entry Stairs - Carried Over from 2021	3,000.00	0.00	3,000.00	100%	Trying to set in place temporary steps as there are foundation issues that need to be addressed as well
20-160-1634-9642-71523	MSC Roof repairs- Auditorium- Possibly insurance funded	15,000.00	5,833.81	9,166.19	61%	Still need to finish the roof drains and plumbing. All structural work completed
20-160-1634-9656-71523	MSC Facility Upgrades (ICIP Funded Project 2022 Portion) Ongoing Project	2,261,187.00	834,519.26	1,426,667.74	63%	ongoing
20-160-1634-9660-71523	Sprinkler System Repairs and Testing (5 Year Required - 2021 Carry Over - To be completed while system is down for tie in of new system in 52 Canadians Arena)	32,000.00	1,709.57	30,290.43	95%	to be completed when the new 52 sprinkler system is commissioned.
20-160-1634-9660-60010 to 600	Salaries related to sprinkler system		7,850.63			
20-160-1634-9662-71471	Replace Main Lobby AC Unit (Failed 2021)	8,000.00	12,916.89	(4,916.89)	-61%	done
		0.00	1,076,390.72	(1,068,540.09)		
<b>Library</b>						
20-160-1640-0490-40952	Contribution from Reserve Fund	(133,250.00)	0.00	(133,250.00)	100%	
20-160-1640-9105-71471	Library- Maker Space - Carried Over from 2021	20,450.00	0.00	20,450.00	100%	
20-160-1640-9109-71471	Library- Computer Equipment - Carried Over from 2021	62,800.00	0.00	62,800.00	100%	
20-160-1640-9658-71523	HVAC Repairs (possible insurance claim)	50,000.00	44,939.82	5,060.18	10%	
		0.00	44,939.82	(44,939.82)		

		August 31, 2022				Notes & Comments
		2022 BUDGET	2022 Actuals	2022 Budget to Actual Variance	2022 Budget to Actual Variance %	
<b>Museum</b>						
20-160-1645-0490-40952	Contribution from Reserve Fund	(10,950.00)	0.00	(10,950.00)	100%	
20-160-1645-9181-71471	Replace Fire Panel - Museum - Carried Over from 2021	10,950.00	0.00	10,950.00	100%	waiting on panel production.
		0.00	0.00	0.00		
<b>Building/Planning</b>						
20-180-1810-0490-40952	Contribution from Reserve Fund	(340,000.00)	0.00	(340,000.00)	100%	
20-180-1810-0490-40437	Contribution from Others		(6,784.04)			
20-180-1810-9100-70000	Land Purchase		13,568.08			
20-180-1810-9237-71523	Shevlin Wood Yard Development- Environmental Ph. 1-2 ESA, RSC - Carried Over from 2021	120,000.00	23,582.88	96,417.12	80%	Ongoing
20-180-1810-9186-71523	Official Plan & Zoning By-law Review/Renewal per Planning Act renewal legislation	100,000.00	6,056.25	93,943.75	94%	Ongoing
20-180-1810-9180-71523	Shevlin Wood Yard Remediation	120,000.00	0.00	120,000.00	100%	
		0.00	36,423.17	(29,639.13)	3.74	

COMPLAINT REGISTER - JULY 2022

2-Jul	3:17 PM	Town email	email worded as follows: Compaint description: Without prejudice: Mayor, Re: Canada Border Services & Health Canada As a mayor of a border community with the United States, you should be aware of the application of random Covid tests by the Border Services for Health Canada. Besides the Arrive Can requirement, which requires vaccine certificates, the requirement for random tests is by far a over reach of authority and invasion of private information not suitable to be transmitted by computer camera \$ specimens left unattended in a unsupervised pick up location by a courier with no receipt or tracking capabilities. This is simply unacceptable for accepting or transferring medical data. This procedure must cease. If tests are required, they should be conducted in a medical facility with professional medical staff. If the random test requirements were dropped at the end of June for airport arrivals, why are they required at land ports of entry. This seems to be discriminatory procedure, and should be addressed immediatley. Thank you	Clerk	public concern?	G. Lecuyer	Town does not have any jurisdiction on border crossings ( From G. Lecuyer)	july 11/22
8-Jul	12:45 PM	Travis Rob	Discolored water	O&F	Water	T Rob	Travis called water crew- they were flushing dead end in area advised owner to flush cold water for around 30 minutes.	July 11 2022
8-Jul	8:00 AM	By-law patrol	Tall grass covering entire property	By law	Property Standard	M. Bridge	Notice sent our, re-inspection around July 21st.	July 8 22
20-Jul	8:30 AM	TOWN	Received an email from Stephanie Wier stating that the street lights on Christie on 8th street (incl the light on corner of christie ave) have not been working for over a week.	FFPC			wanda gave complaint to the power corp, said they will deal with it.	
21-Jul	3:00 pm	M Bridge	300 3rd St west has tall grass on property, found during patrol	Bylaw	Property Standard	M Bridge	Notice sent out July 25 2022, August 3 2022 The long grass on property has been cut.Arlene Burns	July 25 22

## ADMINISTRATIVE REPORT

**Subject: Fire Rescue Services - July 2022 Report**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Tyler Moffitt, Fire Chief**



### SUPPORTING DOCUMENTS:

[Fire Rescue Service July 2022 Report](#)



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## JULY 2022 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

<b>Total Hours:</b> Incidents; Training; Public Education; and Public Service etc.	<b>Training Sessions:</b>	<b>Public Ed &amp; Prevention; Public Events; Public Service:</b>	<b>Fire Safety Standards Enforcement Inspections / Re-inspections for 2022:</b>	<b>Fire Drills</b>	<b>Paramedic Assist Calls:</b>	<b>Fire Calls:</b>	<b>Fire Loss estimated values in Dollars:</b>
10.8	0	0	49	0	3	2	0
<b>Alarm Calls:</b>	<b>MVC Calls:</b>	<b>Water Related Rescue Calls:</b>	<b>(CO) Carbon Monoxide / Gas Leak Calls:</b>	<b>Hazmat Calls:</b>	<b>Mutual Aid; Auto Aid; Calls:</b>	<b>Misc. Calls:</b>	<b>Tickets Issued:</b>
3	1	0	1	0	0	3	0

### TEAM MEMBERS RESPONDED TO 13 EMERGENCY RESPONSE CALLS.

#### Total Hours:

- **10.8 Hours** was spent on responding to emergency incidents.

#### Emergency Response Calls %: Day Shift versus Night Shift

Day Shift (07:00 – 19:00) Calls	54%
Night Shift (19:00 – 07:00) Calls	46%

#### 2022 Emergency Response Calls by Month to Date

January	24
February	13
March	19
April	8
May	18
June	31
July	13
<b>Total Calls to Date</b>	<b>126</b>
<b>Average Calls Per Month to Date</b>	<b>18</b>



# FIRE RESCUE SERVICE

"PRIDE & HONOUR"

Leadership - Commitment - Empower - Engage - Succeed - Continual Improvement



## JULY 2022 REPORT FROM: TYLER MOFFITT – FIRE CHIEF/CEMC

**Fire Prevention Inspections / Re-inspections:** 6 fire safety standard & enforcement inspections were completed.

### Public Fire Safety Education:

Weekly Fire & Life Safety Tips continue to be published in the Thursday edition of the Fort Frances Bulletin, as well as on our towns official Facebook Page.

This month we thank the team members of *Westland Insurance* for their continuing support of Public Fire Safety Education in the Town of Fort Frances. Well done Team Westland!



**Fire Calls: 2 Calls**, which consisted of a pot on the stove; no fire damage resulted. As well, our team members actioned a small brush fire.

**MVC (Motor Vehicle Crashes): 1 Call**, which was in town.

**Fire Alarm Calls: 3 False Fire Alarm Calls.**

**(CO) Carbon Monoxide / Gas Leak Calls: 1 Call**, which was for a smell of gas.

**Paramedic Assist Calls: 3 Calls.**

**Miscellaneous Calls: 3 Calls.**



## ADMINISTRATIVE REPORT

**Subject: Fire Rescue Services - July 2022 Report**

**Date: September 12, 2022**

**To: Mayor and Council**

**From: Tyler Moffitt, Fire Chief**



### SUPPORTING DOCUMENTS:

[Fire Rescue Service July 2022 Report](#)



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