

# TOWN OF FORT FRANCES

## AGENDA - December 9, 2013

### MEETING - Council Chambers , Civic Centre

Page

#### **COUNCIL MEETING**

(Session No. 93) 7:30 p.m. to 8:10 p.m.

- 1.1 Call to Order
- 1.2 Prayer
- 1.3 Non-agenda items identified to be considered later in this meeting
- 1.4 Disclosure of pecuniary interest and the general nature thereof.

#### **Delegations/Deputations:**

- 2.1 Presentation from J. Caul, Vice Chair, Assisted Living Action Group and D. Galusha, Director of Senior Services and Administration, Rainycrest Long Term Care re: ALAG Update Report and Plans for Moving Forward. 4 - 12
- 2.2 Presentation from G. Gillon, Regional Economic Developer, Rainy River Future Development Corporation re: 13 - 18
  - i) Invoice # 008-10-2013 in the amount of \$16,317.88 for the period July 1, 2013 to September 30, 2013;
  - ii) Enhanced Services Activity Report for the period July 1, 2013 to September 30, 2013.

#### **Consent Agenda:**

- 3.1 Summary Report: 19
- 3.2 Items Referred from Committee of the Whole
- 3.3 Request dated November 28, 2013 from Alzheimer Society, Kenora/Rainy River Districts re: Proclaiming January 2014 as "Alzheimer Awareness Month" in the Town of Fort Frances. 20
- 3.4 Request dated November 25, 2013 from the Ministry of Transportation re: Accessing Rainy River from Town Owned Property. 21 - 24

#### **Approval of Council Minutes: \***

- 4.1 Session No. 92 dated November 25, 2013.

#### **Approval of Committee of the Whole Minutes: \***

- 5.1 Session No. 114 dated November 25, 2013.

#### **Resolutions from tonight's Committee meeting**

	Page
<b><u>By-Laws:</u></b>	
7.1 By-Law 21/13-A, being a by-law to amend By-Law 21/13 a by-law to Establish Tax Ratios for Prescribed Property Classes.	25 - 27
7.2 By-Law 22/13-A, being a by-law to amend By-Law 22/13 a by-law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for 2013.	28 - 30
7.3 By-Law 48/11-B, being a by-law to approve a funding agreement as amended with Stewardship Ontario for shared responsibility for Municipal Hazardous or Special Waste Management.	31 - 38
7.4 By-Law 51/13, being a by-law to approve an agreement with Waste Diversion Ontario (WDO) and Stewardship Ontario for financing of a Blue Box Transfer Station and Drop-off Recycling Facility under the Continuous Improvement Fund (CIF) Program.	39 - 53
7.5 By-Law 52/13, being a by-law to approve a funding agreement with the Minister of Agriculture, Food and Rural Affairs for Ontario.	54 - 83
7.6 By-Law 53/13 being a Borrowing By-Law to meet expenditures in connection with the 2010 Capital Projects.	84
7.7 By-Law 54/13, being a Borrowing By-Law to meet expenditures in connection with the 2012/2013 Honeywell Energy Project.	85
7.8 By-Law 55/13, being a by-law to impose certain user fees in 2014.	86 - 112
7.9 By-Law 56/13, being the Temporary Borrowing By-Law.	113
<b><u>New Items:</u></b>	
8.1 Notice of Rainy River District Municipal Association Annual General Meeting - January 18, 2014 - Atikokan:	114 - 117
i) Nomination for Appointments Request;	
ii) Registration Form.	
<b><u>Information Correspondence:</u></b>	
9.1 Association of Municipalities of Ontario Communicate dated December 3, 2013 re: AMO Policy Update - New Child Care Legislation Introduced/Long Term Energy Plan Released.	118 - 120
9.2 Association of Municipalities of Ontario Watch File dated December 5, 2013.	121 - 122
9.3 Ministry of Municipal Affairs and Housing - 2013 Municipal Performance Measurement Program (MPMP) List of Measures and Schedule.	123 - 136
9.4 Resolution passed November 19, 2013 from City of Kingston re: Amendment to Provincial Electoral Riding Boundaries to Factor in Post-Secondary Student	137 -

	Page
Population.	138
9.5 Notice of Public Meeting Monday, January 13, 2014 Concerning Proposed New Comprehensive Zoning By-Law.	139

**Minutes:**

10.1 Northwestern Health Unit Regular Board of Health Meeting dated October 25, 2013.	140 - 144
10.2 Community Services Executive Committee dated November 18, 2013*.	145 - 146
10.3 Administration and Finance Executive Committee dated November 19, 2013*.	147 - 148
10.4 Operations and Facilities Executive Committee dated November 20, 2013*.	149 - 150

**Non-agenda Items 8:05 p.m.**

**\* Previously distributed to Council**

**\*\* Items can be viewed by contacting the Clerk**



901 Shevlin Ave. Apt. #201

Fort Frances, ON P9A 3P2

November 08, 2013.

The Mayor and Council of the Town of Fort Frances

320 Portage Avenue

Fort Frances, ON

P9A 3P9

RE: Request to present to Council on Monday, December 9, 2013.

Dear Mr. Mayor and Members of Council,

We write this letter on behalf of the Assisted Living Action Group (A.L.A.G.), a sub-committee of the Seniors and Law Enforcement Together (S.A.L.T.), to request 15-20 minutes at a Council meeting on December 9, to present an ALAG update report and intentions to move forward.

We are committed to working with the Town of Fort Frances towards establishing appropriate Assisted Living capabilities in the Rainy River District. As we move forward with the creation and implementation of a community based strategic action plan, we are appreciative of the participation of council in our planning process.

Our action plan is based on the directions obtained from the following: community partners at strategic planning workshops; community at large, Aging at Home Survey for Older Adults in the Rainy River District; Community Presentations throughout the Rainy River District, where seniors live and gather; ongoing research; and on-going community based discussions. Through this interactive process, we have obtained direction to potentially move forward.

We look forward to council's engagement in consultation and the provision of assistance with the development of assisted living facilities as outlined in the Fort Frances Strategic Plan, – June 2011, Item Number 26 in the section entitled "Quality of Life Goals and Strategies".

If you require further information, please contact Erma Armit at 274-8515 or [earmit@gmail.com](mailto:earmit@gmail.com) or Robert Schulz at 274-6435 or [robff49@yahoo.ca](mailto:robff49@yahoo.ca).

Thank you for your consideration.

Regards,

Robert Schulz

Chair, Seniors & Law Enforcement Together

Erma Armit

Chair, Assisted Living Action Group

**Assisted Living Action Group (ALAG)**  
**Community Presentations on Aging With Dignity**

**Final Report**

**June 2013**

**Preamble**

During the month of April, 2013, the ALAG Core Planning Team facilitated discussion (with a power point presentation) on **“Aging With Dignity”** in places throughout the Rainy River District where seniors live or gather.

The goal was as follows:

- a) to increase awareness of the grassroots movement of ALAG and its history, activities and research;
- b) to gather input from the general public (seniors in particular) regarding actual/ perceived accommodation/service needs of seniors; and
- c) to provide a forum that allows seniors to have a say about their future.

Seven senior volunteers and one Riverside Healthcare staff person, who are active members of the ALAG Core Planning Team, worked together in teams of two to four, to facilitate presentations in the following locations: two in communities of Rainy River, Emo and Fort Frances; one in Reef Point (Watten Township), Bears Pass (Halkirk Township), Riverwalk Condominium and the Fort Frances Business and Community Expo; a total of ten presentations.

**The following report is based on the input provided by participants either orally or on written Questionnaires.**

1. 267 completed questionnaires
  - 169 participants registered for presentations
  - 100 questionnaires completed at the Community Expo
2. Percentages are representative of respondents from the catchment areas of the three Riverside Healthcare Facilities, Inc.:

- 59%, La Verendrye Hospital Catchment area (Fort Frances, Alberton, Reef Point/Watten, Bears Pass/Halkirk, Mine Centre, Mitaanjigamiing)
- 28%, Emo Hospital Catchment area (Emo, Nestor Falls, LaVallee, Devlin, Barwick)
- 10%, Rainy River Hospital catchment area (Rainy River, Dawson Township, Morson)

3. **Question:** Would you and/or a loved one be interested in living in an Aging with Dignity residence/community?

85% - Yes

13% - Unsure

Three people said NO, they plan to leave the district.

4. **Question:** Whom specifically would be interested? (check all that apply)

26% - Self

54% - Self & partner

18% - family member

4% - friend

7% - incomplete/no answer

5. **Question:** What type of unit would interest you? (Check all that apply)

33% - Subsidized

66% - Market rent (affordable)

15% - Ownership

6. **Question:** Where would you prefer an Aging with Dignity residence/community to be located? (Check all that apply)

34% - Emo

9% - Rainy River

52% - Fort Frances

10% - No preference

7. **Question:** When do you think you would want/need to move? (some checked more than one)

5% - Immediately

11% - 1-3 years

8% - 3-5 years

19% - 5-10 years

55% - unknown

7% - incomplete/no answer

#### 8. Summary of questionnaires/oral comments

- 41 respondents identified interest in ownership - 3 were couples - therefore interest was expressed for 38 units
- Location selections correspond to that of respondents' current community
- 25% would move into an assisted living residence/community within 5 years
- 54% of respondents were interested for self and partner/two bedroom units
- Number one concern was COST/affordability; followed by location, services, independence and safety
- People are willing to pay extra money to stay in the Rainy River District and to live the comfortable lifestyle for which they saved their money
- There were a wide variety of definitions/perceptions regarding "Assisted Living" with a primary focus on need for "Transitional Housing" from single dwelling house/apartment to long term care
- High level of concern regarding the exodus of residents from the Rainy River District due to unavailability of adequate transitional housing and support services for seniors
- Adult children are leaving the district for work leaving a caregiver void

- Focus on **HEALTH** care to decrease the cost of ILLNESS care
- Cluster living (multiple housing units in one location) is more economical for healthcare and daily living than status quo of silos (senior complexes spread out)
- Some suggestions were primarily for consideration in future phases of development and will be revisited at an appropriate time
- A contact list has been compiled of people who are interested in follow-up information and in assisting ALAG as we move forward
- Overall positive responses and encouragement to proceed

## **Assisted Living Action Group (ALAG)**

### **Assisted Living Seniors' Housing Initiative PHASE ONE**

**November 2013**

The community based Assisted Living Action Group (ALAG) consists of senior volunteers who work in collaboration with key district service providers who in turn are very supportive and involved. The ALAG Core Planning Team (ACPT) continues to be very active with research and planning activities which help to move the Rainy River Valley (RRV) Assisted Living Housing Initiative forward.

#### **Phase One Assisted Living Seniors' Housing Goal:**

- To build for seniors an attractive, not-for-profit, fully secured, free standing Assisted Living facility in the Rainy River District that is built in accordance with The Accessibility for *Ontarians with Disabilities Act*, and *Building Code* which will be enforced in 2025.

#### **Ideal Location**

- Close proximity to health care facilities and social, recreational amenities is essential.

#### **Who is Assisted Living Housing is for:**

- Seniors 55+
- Seniors who are in need of some support services but are able to perform basic independent activities of daily living

#### **Planning Process:**

- The construction will be an innovative model customized to the life style and needs of seniors as identified by seniors in the RRD and will be the first facility of a sustainable 20-30 year plan for cluster housing with phases of development to expand as required to meet the needs of changing demographics of the senior population and the baby bust generation that follows

- The number of units will be determined and built for seniors who are currently in need of assisted living accommodations and personal services
- Units will be a combination of subsidized and market rent (ownership could possibly be negotiated)
- The bricks and mortar of Phase One Seniors' Housing will house future services that will provide customized personal support and will allow seniors to age at home as long as possible (i.e.: nutritional food preparation, transportation, laundry, housekeeping, 24/7 on site personal support and medical supervision)

#### **Service Restructuring Currently in Progress:**

- Start small and repurpose as we go
- Construct a model of inter-agency collaboration to maximize services for minimal cost by starting within the existing facilities and with existing services.

#### **District Issues:**

- Paper mill lay-offs result in workers leaving RRD for employment, in turn there is a decline in caregiver support for seniors
- More seniors will follow their children and grandchildren who are employed elsewhere (already happening)
- Out migration of youth and local professionals
- Population 65+ in RRD is above the Provincial and National average while potential caregivers are leaving the district for education or employment
- More seniors are caring for seniors. Consequently, the personal health of senior caregivers is impacted increasing their level of risk and corresponding healthcare cost
- Low population density in a large geographic area is costly to provide quality personal support and healthcare services

- There is a huge gap, in accommodations and support service options, between living in single dwelling houses or apartments and long term care facilities
- Out migration of seniors to find the accommodations and services they require
- When seniors leave they take with them their financial resources, community history, wisdom and volunteer contributions of money & services, etc.
- Decline in local Family Tourism (ie: celebrations of birthdays, anniversaries, family reunions and even funerals)
- Decline in local tax base and income from Municipal services
- The proposed operational business plan of New Gold Mining Inc. has been reported to be for 20 years. What then?
- All levels of government tell us, "there is NO money", yet we continually see evidence that large sums of public money is being wasted by disjointed, segmented, short term planning and funding at all levels of government

#### **Community Benefits:**

- Assisted Living Facilities and personal support and care services will contribute to a sustainable future for the RRD by increasing job opportunities and sustaining population of all ages. Seniors don't take jobs away, they create jobs and contribute to our local economy
- Seniors use less Municipal services but pay the same as other residents
- This innovative solution will provide the missing link and options in the continuum of affordable senior housing, personal support and care needs and will be an attractive option to seniors and their families who are seeking quality care and life style for self or aging parents and grandparents when making relocation choices
- The higher the population density living in close proximity will decrease the public and private cost of services and housing and increase quality of care, availability of amenities and affordability

- A sustainable future will be supplemented by increasing job opportunities, sustaining population of all ages and will help sustain Municipal tax base and income from Municipal services

**Summary of ALAG Strategic Action Plan Community Based Process:**

- Gathered input from a variety of key RRD service providers and community partners during three community strategic planning events (March and October 2012 and January 2013) and ongoing interaction with community services and partners
- Listened to the input from seniors in communities where they live and gather: Reports on the *ALAG Aging at Home Survey for Older Adults in the Rainy River District; 2012* and *ALAG Community Presentations, 2013*; and ongoing interaction with seniors
- Received consultation from key professionals both inside and outside RRD district.



**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation

AGENDA ITEM #2.2

November 29, 2013



Mr. Mark McCaig, CAO  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

Dear Mark:

Please find attached the Rainy River Future Development Corporation's (RRFDC) invoice for services for the period July 1/13 – September 30/13. The Activity Report for the enhanced services is also attached.

I look forward to presenting our activities to Council on Monday, December 9, 2013.

If you have any questions at all, please do not hesitate to ask.

Yours truly,



Geoff Gillon  
Regional Economic Developer





**RAINY RIVER FUTURE  
DEVELOPMENT CORPORATION**  
A Community Futures Development Corporation

AGENDA ITEM #2.2

30-Sep-13

Invoice # 008-10-2013

# INVOICE

**To:** Town of Fort Frances  
Attn: Mark McCaig

**From:** Rainy River Future Development Corporation

**For:** Fort Frances Economic Development  
For the period of July 1, 2013 to September 30, 2013

**Amount:** \$16,317.88



**Description:**

Investment Attraction	
Travel/Meetings	\$504.80
Advertising/Distribution	\$192.03
Consultants	<u>\$3,611.92</u>
Community Marketing	
Travel/Meetings	\$808.09
Advertising/Distribution	\$5,405.08
Consultant	<u>\$3,014.27</u>
Mining Industry Attraction	
Consultant	<u>\$1,663.05</u>
Enhanced Services Economic Development	
Travel/Meetings	\$7.38
Advertising/Distribution	\$260.50
Consultant	<u>\$8,133.31</u>
In-fill Project	
Travel/Meetings	\$74.83
Advertising/Distribution	\$682.61
Consultant	<u>\$207.88</u>
Summer Students	\$6,927.83
Economic Development Intern	\$9,044.54
<b>Total Project Expenses</b>	<u><b>\$40,538.12</b></u>

**Less Diversification Project Claim Apr 1/13-Sept 30/13  
And Other Support** - \$24,220.24

**AMOUNT DUE** **\$16,317.88**

Any questions, please give us a call.  
Thank you!

Due Upon Receipt



# REPORT TO COUNCIL

to November 2013

RAINY RIVER FUTURE DEVELOPMENT CORPORATION  
608 SCOTT STREET, FORT FRANCES, ONTARIO P9A 1H6  
PH: 807-274-3276\*\*\*FAX: 807-274-6989

# REPORT TO COUNCIL

## Mining

Several informal meetings held with Rainy River Resources including Council presentation from Kyle Stansfield. We have asked for New Gold to do a presentation on procurement for our business community and await a confirmed date.

In addition the RRFDC arranged a meeting between New Gold and area training organizations to discuss the training and skills development needs of the mine operation. We also supported Seven Generations in their quest for training funds from Industry Canada's Skills and Partnership Fund.

We've received a positive response to our input into the Environmental Assessment for New Gold. We requested that the company provide incentives and assistance that encouraged local procurement.

We continue to advertise the future opportunities related to the new Gold Mine by highlighting our industrial park prices and electricity prices. These ads run in industry publications. The RRFDC also attends and distributes Fort Frances marketing materials at the Prosperity Northwest trade show in Thunder Bay on September 25<sup>th</sup>.

We believe that the town will profit from the new mine in two ways: one that we will be the location of choice for some smaller auxiliary industries who service this mine and perhaps some iron range opportunities, and by becoming the residents of most of workforce. Largely all the work that has been done over the past few years on the Towns social media and internet presence that promotes us as the great place to live that we are is to set the stage to inform these potential new residents.

## Industrial Park and Property

We continue to distribute the new industrial park promo piece when appropriate.

We are working with three potential new (or expanding from another location) business start-ups in a variety of fields. One is a small scale manufacturer that is growing and looking at Fort Frances as a potential home.

We hosted a site selector tour that looked at various properties around the Town.

We have presented Council with an offer to purchase that ended with two lot sales.

We assisted with the sale of two private commercial properties.

We have received the okay for access to funding to create a "Fort Frances" private sector fund and are seeking legal and accounting advice on how to best structure the fund.

### **Forestry**

We continue to offer any and all help we can to Resolute Forest Products.

We are continuing to work to work with EDAC on tenure reform having now scheduled six presentations. These included presentations from the MNR, Ainsworth, the Loggers Association and First Resources. A presentation from the Marathon Local Forest Group and Resolute are scheduled for December.

We have had several meetings with many of these groups and economic development professionals from the communities that they represent. A report to council should be forthcoming in the New Year.

### **Infill**

After revising the brochure and provided that to contractors and home building centers and the streamlining of the program resulted in 5 successful building grant applications so far in 2013. It is of particular note that the programs current success is largely the efforts of Travis Rob in promoting and facilitating the applications to the program.

### **Condo Development**

We changed the sign on the property this spring and began to actively seek private sector developers. We are currently working with two interested parties and hope council will have an announcement soon.

### **Tourism**

We have begun planning a new summer festival for 2014 and are on the process of assembling a committee and applying for funds.

The Music Festival and Cultural Exchange will bring together Canadian and American performers and instructors from First Nations, and the Metis Community. The event will take place on the Fort Frances waterfront (July 17, 18 and 19th), which has been a traditional meeting and trading place for the Ojibwa peoples dating back to pre-contact. At the time of the early explorers, the Fort Frances waterfront was home to both the Northwest Company and Hudson's Bay Company Trading posts on the La Verendrye route. The waterway led Voyageurs west to the Prairies and south to the Mississippi Delta. The Music Festival and Cultural Exchange will feature two nights and one afternoon of entertainment for visitors under the Fort Frances waterfront tent.

We have hired Twist Marketing to work with the community to establish a brand. A workshop was held and we have begun the process of soliciting feedback from the community.

We organized the Canada Day parade this year at Council's request. Assisted with the Bass Championship, Pulling for Peace, Dragon Boat races and the Kraft Celebration Tour where we could.

The RRFDC also assisted NCDS in its Celebration Ontario application for an expanded Dragon Boat Festival in July 2014.

We have had students stationed at the border 50 or more hours each week all summer long to greet tourists and provide information. We also kept the Sorting Gap and Museum brochures stocked.

We organized with the Chamber of Commerce a subsidized system that will allow us to claim tourism expenditures placed on the Town's behalf for FedNor or Ontario Heritage Fund funding.

### **Community Foundation**

We completed EDAC's work on the Community Foundation and look forward to the community's creation of such an organization in the future.

### **Go Local**

Over the course of its first year, Go Local Fort Frances has witnessed a positive shift towards local shopping within the community.

- Awareness of the Go Local Rewards Program is very high (82%) in Fort Frances.
- ½ of households surveyed in Fort Frances have at least one membership in the household.
- High agreement (73%) that encouraging residents to shop at locally owned and operated businesses helps to build a stronger community.
- There was a net increase (+20%) in local spending by Go Local Reward Program member households compared to non-member households.

We have distributed Loyalty Rewards Cards to half the households in Fort Frances and reinvested \$12,000 into the community. The recent enrollment of more local merchants has brought our business membership to over 40 businesses.

The RRFDC assists this project by marketing the advantages of the program to Fort Frances and area businesses, encouraging them to sign on. We also do all the project reporting, bookkeeping and statements.

**REPORT TO:** Mayor and Council

**FROM:** K. M. Lawson

**SUBJECT:** Town of Fort Frances  
Council Meeting - Monday, December 9, 2013  
Consent Agenda Items

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1. Items referred from Committee of the Whole:  
See individual reports.
2. Request dated November 28, 2013 from Alzheimer Society, Kenora/Rainy River Districts re: Proclaiming January 2014 as "Alzheimer Awareness Month" in the Town of Fort Frances.  
- requester will be advised of Council's proclamation.
3. Request dated November 25, 2013 from Ministry of Transportation re: Accessing Rainy River from Town owned property.  
- requester will be advised of Council's approval.

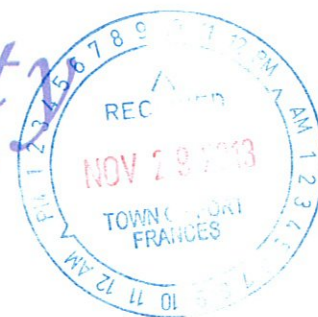
  
/kl

**December 5, 2013**



# Alzheimer Society

## KENORA/RAINY RIVER DISTRICTS



**Alzheimer Society of  
Kenora/Rainy River Districts**  
618-9<sup>th</sup> Street N  
Kenora, Ontario P9N 2S9  
Tel: (807) 468.1516  
Toll-Free: 1.800.682.0245  
Fax: (807) 468.9013  
www.alzheimerkrr.com  
info@alzheimerkrr.com

November 28, 2013

Town of Fort Frances  
320 Portage Ave.  
Fort Frances ON, P9A 3P9

Dear Mayor Roy Avis:

On behalf of the Alzheimer Society of Kenora/ Rainy River Districts, I would like to inform you that this January is Alzheimer Awareness month. This year's campaign for 2014 is Early Diagnosis Keeps Your Life from Unraveling. So this January "Let's Face It" and start "Living Together".

We would appreciate if you could proclaim "National Alzheimer Awareness Month" to be made on behalf of the Town of Fort Frances and permission to have the Alzheimer Society flag raised on the pole outside the Municipal Office for the month of January.

Sincerely,

Rossana Tomashowski  
Acting Executive Director



Charitable Business Number:  
88961-4970-RR0001



"Mitchell, Glenn (MTO)"  
<Glenn.Mitchell@ontario.ca>  
11/25/2013 10:04 AM

To "dbrown@fort-frances.com" <dbrown@fort-frances.com>,  
"gtreftlin@fort-frances.com" <gtreftlin@fort-frances.com>,  
"mmccaig@fort-frances.com" <mmccaig@fort-frances.com>  
cc  
bcc  
Subject RE: Use of West Boat Launch to Access Rainy River to take  
Water out of the River

H Doug,

This project will require only a small amount of water; at most there would be one truck a day. The boat launch would remain accessible to the public.

Thanks,

Glenn

**From:** dbrown@fort-frances.com [mailto:dbrown@fort-frances.com]  
**Sent:** November 25, 2013 10:57 AM  
**To:** Mitchell, Glenn (MTO); gtreflin@fort-frances.com; mmccaig@fort-frances.com  
**Subject:** Re: Use of West Boat Launch to Access Rainy River to take Water out of the River

Hi Glenn, how many trucks per day or week will be using the West End Boat Launch? Also your request should go through the Town Clerk, Glenn Treftlin. I have copy him your today's email. I don't see any real issues as long as the boat launch is always available to the general public. Regards

Doug Brown, P. Eng.  
Operations & Facilities Manager  
320 Portage Avenue, Fort Frances, Ontario  
Town of Fort Frances  
Work #-807-274-9893 Ext. 306  
Cell # 807-275-9755

"Mitchell, Glenn (MTO)" <Glenn.Mitchell@ontario.ca>

11/25/2013 09:20 AM

To "dbrown@fort-frances.com" <dbrown@fort-frances.com>  
cc  
Subject

Good Morning Mr. Brown,

In anticipation of an upcoming highway reconstruction project on Highway 11 west of Fort Frances the Ministry of Transportation has initiated the process of securing a Permit to Take Water. The project is tentatively scheduled to be constructed in 2014 however as a precautionary measure the Permit to Take

Water will be requested for 2014 and 2015. The application requires the applicant to specify actual locations where the water will be drawn from. The Ministry has determined that the Rainy River is an ideal water source due to its accessibility and that our analysis indicates that there is substantial flow to offset any potential for impacts that could occur from this minor water taking. As the Ministry does not own property adjacent to the river in this area it has been recommended that we approach the Town of Fort Frances. Following a review of several possible extraction points the Ministry concluded one location within the Town of Fort Frances is suitable for this type of operation. The site is located at the south end of McIrvine Road (see attached map). Would it be possible to receive written permission from the Town of Fort Frances to use this location in our Permit to Take Water application?

Please feel free to contact me if you have any questions or concerns.

Thank you,


**Glenn Mitchell P.Eng | Project Engineer | Planning and Design Section | Engineering Office | Provincial Highways Management | Ministry of Transportation**

615 James Street South | 3<sup>rd</sup> Floor | Thunder Bay, Ontario P7E 6P6 | 📞P: (807) 473-2124 | 📠F: (807) 473-2168



© 2013 Google

**Doug Brown/Frances**  
11/29/2013 07:13 AM


To Glenn Treftlin/Frances@Frances  
cc  
bcc  
Subject Re: Use of West Boat Launch to Access Rainy River to take Water out of the River 

No, the concrete ramp is sitting on the bottom of the river, a little different than the Marina boat launch.

Doug Brown, P. Eng.  
Operations & Facilities Manager  
320 Portage Avenue, Fort Frances, Ontario  
Town of Fort Frances  
Work #-807-274-9893 Ext. 306  
Cell # 807-275-9755  
Glenn Treftlin/Frances



**Glenn Treftlin/Frances**  
11/28/2013 10:39 AM

To Doug Brown/Frances@Frances  
cc  
Subject Re: Use of West Boat Launch to Access Rainy River to take Water out of the River 


Hi Doug:

Would there be any concerns for the weight of the loaded truck on our concrete ramp at that location? I am not aware of the capacity for the ramp to carry.

Glenn

Glenn W. Treftlin, AMCT  
Town Clerk  
Town of Fort Frances  
Secretary-Treasurer  
Rainy River District Municipal Association  
Civic Centre  
320 Portage Avenue, Fort Frances, ON P9A 3P9  
ph. 807-274-5323, ext. 236, fax: 807-274-8479  
email: gtreftlin@fort-frances.com  
Doug Brown/Frances

**Doug Brown/Frances**  
11/25/2013 09:56 AM

To "Mitchell, Glenn (MTO)" <Glenn.Mitchell@ontario.ca>, Glenn Treftlin/Frances@Frances, Mark McCaig/Frances@Frances  
cc  
Subject Re: Use of West Boat Launch to Access Rainy River to take Water out of the River 

Hi Glenn, how many trucks per day or week will be using the West End Boat Launch? Also your request

## TOWN OF FORT FRANCES

### BY-LAW NO. 21/13-A

(A By-Law to amend By-Law 21/13, a By-Law to Establish Tax Ratios for Prescribed Property Classes).

WHEREAS on April 22<sup>nd</sup>, 2013, Council enacted By-Law No. 21/13 to establish tax ratios pursuant to s.308 of the Municipal Act, 2001, S.O. 2001 c.25 as amended;

AND WHEREAS the property classes have been prescribed pursuant to Section 7 of the *Assessment Act*, R.S.O. 1990, c.A.31, and Part II of O. Reg. 282/98 (optional large industrial class has been adopted);

AND WHEREAS on December 3<sup>rd</sup>, 2013, Ontario Regulation 313/13 under the Municipal Act, 2001 and amending O. Reg. 385/98 Tax Matters – Transition Ratios and Average Transition Ratios for certain Municipalities for 2013 was filed;

AND WHEREAS on December 9<sup>th</sup>, 2013, Council approved a recommendation to authorize bringing forward the amendment of all 2013 taxation related by-laws in compliance with Ontario Regulation 313/13;

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

1. That for the taxation year of 2013, By-Law No. 21/13 Section 1. g) the large industrial occupied property class is 5.056329 and h) the large industrial vacant/excess property class is 3.286614 be struck out and be replaced with the following as stated in the amending O. Reg. 313/13:
  - g) the large industrial occupied property class transition ratio is 5.755343;
  - h) the large industrial vacant/excess property class transition ratio is 3.740973;

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

READ THREE TIMES and finally passed in open Council this 9th day of December, 2013.

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R. Avis, Mayor

# ONTARIO REGULATION 313/13

made under the

## MUNICIPAL ACT, 2001

Made: December 2, 2013

Filed: December 3, 2013

Published on e-Laws: December 3, 2013

Printed in *The Ontario Gazette*: December 21, 2013

Amending O. Reg. 385/98

(TAX MATTERS — TRANSITION RATIOS AND AVERAGE TRANSITION RATIOS)

### 1. Ontario Regulation 385/98 is amended by adding the following sections:

#### TRANSITION RATIOS AND AVERAGE TRANSITION RATIOS FOR CERTAIN MUNICIPALITIES — 2013

13. Despite sections 9, 11 and 12, for a municipality set out in Column 1 of Table 1 for the 2013 taxation year,

- (a) the transition ratios for the industrial property class and the large industrial property class set out in Columns 2 and 3 of Table 1 opposite the name of the municipality are prescribed; and
- (b) the average transition ratio for the industrial classes set out in Column 4 of Table 1 opposite the name of the municipality is prescribed.

14. (1) For the 2013 taxation year, a municipality set out in Column 1 of Table 1 may establish tax ratios for the industrial property class and the large industrial property class in accordance with the transition ratios set out in Columns 2 and 3 opposite the name of the municipality.

(2) For the 2013 taxation year, a municipality set out in Column 1 of Table 1 may establish the average tax ratio for the industrial classes in accordance with the average transition ratio set out in Column 4 of Table 1 opposite the name of the municipality.

(3) If a municipality has established tax ratios for the industrial classes under subsection (1), the tax rates that apply to property in those classes for the purpose of determining their tax liability for the 2013 taxation year are the tax rates as determined by the municipality by applying the tax ratios established under subsection (1) to the actual tax rate for 2013 for the residential property class as calculated under section 11 of Ontario Regulation 73/03 (Tax Matters — Special Tax Rates and Limits) made under the Act, excluding the tax rate for school purposes.

(4) If a municipality has established tax ratios for the industrial classes under subsection (1), sections 3, 7 and 8 of Ontario Regulation 73/03 do not apply to those classes for the 2013 taxation year and no special levy under subsection 6 (2) of that regulation shall be raised on those classes for that year.

### 2. The Regulation is amended by adding the following Table:

TABLE 1

#### TRANSITION RATIOS AND AVERAGE TRANSITION RATIOS FOR 2013

Column 1 Municipality	Column 2 Transition ratio for the Industrial Property Class	Column 3 Transition ratio for the Large Industrial Property Class	Column 4 Average transition ratio for the Industrial Classes
Dryden, City of	1.500000	3.105000	2.992924
Espanola, Town of	2.002511	3.603582	3.503568
Fort Frances, Town of	2.744534	5.755343	5.345883
Iroquois Falls, Town of	1.746654	3.893022	3.617559
James, Township of	2.150929	2.524074	2.519861
Kapuskasing, Town of	1.520900	2.990231	2.748041

#### Commencement

### 3. This Regulation comes into force on the day it is filed.

Made by:

CHARLES SOUSA  
*Minister of Finance*

Date made: December 2, 2013.

[Back to top](#)

TOWN OF FORT FRANCESBY-LAW NO. 22/13-A

(Being a By-Law to amend By-Law 22/13 a by-law to authorize the levy and collection of taxes for all municipal purposes in the Town of Fort Frances for the year 2013).

WHEREAS on April 22<sup>nd</sup>, 2013 Council enacted By-Law No. 22/13 pursuant to Section 290 of the *Municipal Act, 2001*, S.O. 2001, c.25, ("the Act") as amended;

AND WHEREAS Section 312 of the Act, as amended provides that the Council of the Town of Fort Frances shall pass a by-law levying a separate tax rate on the assessment in each property class.

AND WHEREAS on December 3, 2013, Ontario Regulation 313/13 amending O. Reg. 385/98 Tax Matters – Transition Ratios and Average Transition Ratios for Certain Municipalities for 2013 was filed;

AND WHEREAS on December 9, 2013, Council approved a recommendation to authorize bringing forward the amendment of all 2013 taxation related by-laws in compliance with Ontario Regulation 313/13;

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

1. That Schedule "A" to By-Law No. 22/13 a 2013 Tax Rates Summary and 2013 Tax Rates & Levies be replaced with Schedule "A" attached to and forming part of this By-Law whereby amending the Large Industrial tax rate and municipal tax levy.
2. That the Large Industrial Municipal Taxes levied as a result of the O. Reg. 313/13, the due date for payment shall be December 31, 2013.

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of December 2013.

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R. Avis, Mayor

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Page 28 of 150  
K. Lawson, Deputy Clerk

# 2013 Tax Rates Summary By-Law No. 22/13-A - Schedule "A"

Using OPTA calculated rates on December 5, 2013 12:12PM.  
Assessment Data Filter Option Used: No Limits, Include P/L Properties, Tax Ratios Used: 2013 Tax Ratios and O. Reg. 313/13 Adjusted Transition Ratios

Tax Ratios	Residential		Multi-residential		Commercial		Industrial		Large Industrial		Pipelines		Farm	
	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied	Occupied	Unoccupied
Education- New Construction	1.000000		2.597000		1.980000		2.744534		5.755343		3.740973		2.526858	
Education- Existing														
General	0.00212000	0.00212000	0.00212000	0.00212000	0.01260000	0.01260000	0.01260000	0.01260000	0.01260000	0.01260000	0.01260000	0.01260000	0.00053000	0.00053000
Industrial	0.01670548	0.04338415	0.03307687	0.02315380	0.00882000	0.00882000	0.00882000	0.00882000	0.00882000	0.00882000	0.00882000	0.00882000	0.00417637	0.00417637
Total Tax Rate	0.01882548	0.04550415	0.04567687	0.03197380	0.03197680	0.03197680	0.03197680	0.03197680	0.03197680	0.03197680	0.03197680	0.03197680	0.00470637	0.00470637

**TOWN OF FORT FRANCES**  
**2013 TAX RATES & LEVIES**  
 with Adjusted Large Industrial Rate as per O. Reg. 313/13

Property	Class	2013 Assessment	2013 Municipal Tax Rate	2013 School Tax Rate	Total Tax Rate	Municipal Taxes	Education Taxes	TOTAL Taxes
<b>General</b>								
Farm	FTEP	33,025	0.00417637	0.00053000	0.00470637	137.92	17.50	155.43
Residential	RTEP	301,355,109	0.01670548	0.00212000	0.01882548	5,034,281.75	638,872.83	5,673,154.58
No Support	RTEP	113,641	0.01670548	0.00212000	0.01882548	1,898.43	240.92	2,139.35
	RTES	69,982,186	0.01670548	0.00212000	0.01882548	1,169,086.01	148,362.23	1,317,448.24
	RTEP	690,750	0.01670548	0.00212000	0.01882548	11,539.31	1,464.39	13,003.70
	RTFS	1,805,850	0.01670548	0.00212000	0.01882548	30,167.59	3,828.40	33,995.99
Multi-Residential	MTEP	11,070,223	0.04338415	0.00212000	0.04550415	480,272.22	23,468.87	503,741.09
	MTEP	769,662	0.04338415	0.00212000	0.04550415	33,391.13	1,631.68	35,022.82
Commercial	CT	79,365	0.04338415	0.00212000	0.04550415	3,443.18	168.25	3,611.44
	CT	62,094,419	0.03307687	0.01260000	0.04567687	2,053,889.02	782,389.68	2,836,278.70
	DT	132,013	0.03307687	0.01260000	0.04567687	4,366.58	1,663.36	6,029.94
New Construction	XT	268,000	0.03307687	0.01260000	0.04567687	8,864.60	3,376.80	12,241.40
	CU	828,942	0.02315380	0.00882000	0.03197380	19,193.16	7,311.27	26,504.43
	CX	1,938,475	0.02315380	0.00882000	0.03197380	44,883.06	17,097.35	61,980.41
	CM	77,500	0.03307687	0.01260000	0.04567687	2,563.46	0.00	2,563.46
	CH	407,375	0.03307687	0.01260000	0.04567687	13,474.69	5,132.93	18,607.61
Industrial	IT	2,552,425	0.04584876	0.01260000	0.05844876	117,025.52	32,160.56	149,186.08
	IU	185,805	0.02980170	0.00819000	0.03799170	5,537.30	1,521.74	7,059.05
	IX	592,650	0.02980170	0.00819000	0.03799170	17,661.98	4,853.80	22,515.78
	IH	305,625	0.04584876	0.01260000	0.05844876	14,012.53	3,850.88	17,863.40
	IK	53,125	0.02980170	0.00819000	0.03799170	1,583.22	435.09	2,018.31
Large Industrial	LT	21,591,550	0.09614577	0.01260000	0.10874577	2,075,936.20	272,053.53	2,347,989.73
Pipeline	PT	3,094,750	0.04221239	0.01260000	0.05481239	130,636.79	38,993.85	169,630.64
<b>Sub-total</b>		<b>480,022,465</b>				<b>11,273,845.65</b>	<b>1,988,895.93</b>	<b>13,262,741.57</b>
<b>Payment-In Lieu</b>								
Residential	RG		0.01670548		0.01670548	0.00	0.00	0.00
	RPEP	5,564	0.01670548	0.00212000	0.01882548	92.95	11.80	104.74
	RPEP	1,161	0.01670548	0.00212000	0.01882548	19.40	2.46	21.86
Commercial	CF	4,651,915	0.03307687	0.01260000	0.04567687	153,870.79	58,614.13	212,484.92
	CG	2,500,500	0.03307687	0.01260000	0.04567687	82,708.71	82,708.71	165,417.42
	CP	476,925	0.03307687	0.01260000	0.04567687	15,775.19	6,009.26	21,784.44
Industrial	IP		0.03307687		0.03307687	0.00	0.00	0.00
<b>Sub-total</b>		<b>7,636,065</b>				<b>252,467.03</b>	<b>64,637.64</b>	<b>317,104.67</b>
<b>Town</b>								
Commercial	CF	224,000	0.03307687	0.01260000	0.04567687	7,409.22	2,822.40	10,231.62
Commercial - Parking Lot	CG	5,400	0.03307687	0.01260000	0.04567687	178.62	0.00	178.62
Commercial -FFPC	CF	231,500	0.03307687	0.01260000	0.04567687	7,657.30	2,916.90	10,574.20
Commercial - OPP	CG	429,000	0.03307687	0.01260000	0.04567687	14,189.98	14,189.98	28,379.96
Exempt	Exempt	49,156,951				0.00	0.00	0.00
<b>Sub-total</b>		<b>50,046,851</b>	0	0	0	29,435.11	5,739.30	35,174.41
<b>TOTALS</b>		<b>537,705,381</b>				<b>11,555,747.79</b>	<b>2,059,272.87</b>	<b>13,615,020.65</b>
<b>GNR (R.O.W)</b>								
Hydro One (Acreage)						3,622.97	1,585.43	5,208.40
International Bridge						35,107.73		35,107.73
Power Dam Compensation						17,500.00		17,500.00
Heads & Beads P/L						350,800.00		350,800.00
MNR Butler Ranger Station (CG)		70,250	0.03307687			20,325.00	2,323.65	22,648.65
<b>Sub-total Totals</b>						<b>429,679.35</b>	<b>1,585.43</b>	<b>431,264.78</b>
						<b>11,985,427.14</b>	<b>2,060,858.30</b>	<b>14,046,285.43</b>

Education Tax Not Shared with School Boards

TOWN OF FORT FRANCES

BY-LAW No. 48/11-B

(Being a by-law to approve a renewal agreement as amended with Stewardship Ontario for shared responsibility for Municipal Hazardous or Special Waste Management– the Waste Diversion Act, 2002, S.O. 2002, c.6 and the Municipal Act, 2001, S.O. 2001, c.25, s. 8 and s. 11.)

WHEREAS on July 11<sup>th</sup>, 2011, Council enacted By-Law No. 48/11 to approve an agreement with Stewardship Ontario with respect to Municipal Hazardous or Special Waste Management,

AND WHEREAS on December 9<sup>th</sup>, 2013, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a renewal agreement as amended with Stewardship Ontario with respect to Municipal Hazardous or Special Waste Management.

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

1. That the amending agreement in the form attached hereto as Schedule "A" with Stewardship Ontario be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of December 2013.

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R. Avis, Mayor

**AMENDING AGREEMENT  
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

**WHEREAS:**

1. Stewardship Ontario and The Corporation Of The Town Of Fort Frances (collectively, the "**Parties**") entered into an agreement concerning municipal hazardous or special wastes dated July 1, 2011, including any previous amendment made by the parties (the "**Agreement**");
2. The parties wish to make certain amendments to the Agreement as set out herein.

**THE PARTIES THEREFORE AGREE AS FOLLOWS:**

- 1 The Agreement is hereby amended effective January 1, 2014 as set out in Schedule "A" hereto.
- 2 Any section marked as "Intentionally Deleted" in the Agreement remains "Intentionally Deleted" and is not replaced by or amended by anything in Schedule "A".
- 3 All other provisions of the Agreement remain unamended and in full force and affect.

**IN WITNESS WHEREOF** the Parties have signed this AMENDING AGREEMENT as of December 31, 2013.

**STEWARDSHIP ONTARIO**

by: \_\_\_\_\_

Name: Lyle Clarke

Title: Executive Vice President

**THE CORPORATION OF THE TOWN OF FORT FRANCES**

by: \_\_\_\_\_

Name:

Title:

- 2 -

**SCHEDULE "A" TO THE AMENDING AGREEMENT  
NEW MUNICIPAL HAZARDOUS OR SPECIAL WASTES SERVICES AGREEMENT**

1. **Definitions and Interpretation.** The Parties agree that Section 1.2 of the Agreement is deleted in its entirety and replaced with the following:
  - 1.2 In this Agreement:
    - (a) **"Agreement"** means this Agreement and includes all schedules and amendments thereto;
    - (b) **"Business Day"** means Monday through Friday, excluding statutory holidays and any other day that the Government of Ontario has elected to be closed for business;
    - (c) **"Claims Submission"** means submission to SO of data required to validate claim for payment;
    - (d) **"Collection Services"** means all the activities, including those conducted at Events and Depots operated by or on behalf of the Municipality, for the purpose of receiving, classifying, packing, storing and transferring Obligated MHSW onto transportation vehicles, including the manifesting of the MHSW prior to transportation away from the Event or Depot;
    - (e) **"Commingled Materials"** means the materials listed in Schedule E that can be safely packed together for transportation as per the Packing Standards;
    - (f) **"Depot"** means a collection and transfer facility/location operated by or on behalf of the Municipality for receiving MHSW from the public and/or Exempt Small Quantity IC&I Generators and transferring same to transporters for processing or recycling;
    - (g) **"Diversion Report"** means invoices, MHSW material tonnage reports, or other such documents as may reasonably be required by SO from time to time for the validation of Claims Submissions;
    - (h) **"End Processor"** means a Service Provider that processes collected Obligated MHSW;
    - (i) **"Event"** means a one-day or other collection event, operated by or on behalf of a municipality to collect, pack, transport, weigh, and process MHSW from the public and/or Exempt Small Quantity IC&I Generators;
    - (j) **"Exempt Small Quantity IC&I Generator" or "Exempt SQG"** means a business that is not required to submit a Generator Registration Report with respect to MHSW under subsection 18 (1) of Regulation 347, made under the *Environmental Protection Act* (Ontario), as amended from time to time;

- 3 -

- (k) **"FOB"** means free on board;
- (l) **"Generator"** means the final user who generates waste which will be reused, recycled or disposed;
- (m) **"Lab Pack Audit"** means a lab pack study conducted by a third party, with optional observation by no more than two representatives of the Member Associations at their discretion, that follows a methodology designed by SO with input from Member Associations to achieve a high level of statistical confidence, the results of which, after providing an opportunity for representatives of the Member Associations to review them in confidence, are used to determine the proportionate share of each Commingled Material to be paid by SO as set out in this Agreement;
- (n) **"Manifesting"** means those activities associated with preparing a manifest for Post-Collection Services in accordance with Regulation 347 made under the *Environmental Protection Act* (Ontario);
- (o) **"Member Associations"** has the meaning set out in Section 4.3;
- (p) **"MHSW Program Plan"** means the current MHSW waste diversion program as it applies to Phase 1 materials approved by the Minister pursuant to section 26 of the *Waste Diversion Act, 2002* (Ontario), and any amendments thereto and replacements thereof;
- (q) **"MHSW Services"** means the Collection Services and/or Post-Collection Services provided by the Service Provider;
- (r) **"Minister"** means the Minister of the Environment for the Province of Ontario;
- (s) **"Non-Commingled Materials"** means the materials listed in Schedule E that must be packed separately for transportation as per the Packing Standards;
- (t) **"Obligated MHSW"** means MHSW designated as Phase 1 in the Minister's program request letter to Waste Diversion Ontario received on October 25, 2010 requesting a revised waste diversion program for Phase 1 MHSW and as may be further defined by the Minister from time to time;
- (u) **"Packing Standards"** means the Waste Packing Protocols listed in Schedule "E" as amended by SO from time to time;
- (v) **"Post-Collection Services"** means the management of Obligated MHSW after delivery of such MHSW to a transportation Service Provider FOB the Event or Depot location, including but not limited to transportation of Obligated MHSW materials from Events and Depots, consolidation, sorting, weighing, processing, recycling, and safe disposal of residual waste and other post-collection waste management activities;

- 4 -

- (w) **“Service Provider”** means the Municipality and/or a commercial party that provides MHSW Services to SO or the Municipality as the case may be; and
- (x) **“SO Portal”** means SO's online system for uploading Claims Submissions.

2. **Payment.** The Parties agree that Section 3.2 of the Agreement is deleted in its entirety and replaced with the following:

### 3.2 Payment

#### (a) MHSW Services – Depot.

- (i) For Depot Collection Services payable pursuant to Section 3.1(a)(i), SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the end of each calendar month.
- (ii) To receive payment for Depot Post-Collection Services for the Commingled Materials, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Commingled Materials. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) and Diversion Report(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

#### (b) MHSW Services - Event.

- (i) To receive payment for Event Collection Services and Post-Collection Services, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) and Diversion Report(s) from the End Processor with respect to the Obligated MHSW. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related Diversion Report(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the Diversion Report(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

- 5 -

## (c) MHSW Services – Event (and transportation to Depot).

- (i) To receive payment for Event Collection Services and transportation of Obligated MHSW to a Depot, the Municipality must upload a Claims Submission via the SO Portal and send SO a copy of the shipping manifest(s) with respect to the Obligated MHSW. The Claims Submission is to be submitted by Municipality to SO within thirty (30) days of Municipality receiving the related manifest(s) but no later than the end of the following calendar quarter. SO will validate the Claims Submission with the manifest(s) received from Municipality within thirty (30) days of receipt and SO will pay the Municipality pursuant to this Agreement within thirty (30) days of the date on which SO determines the claim to be correct and accurate. If any errors or omissions are found, SO will issue a payment adjustment and SO may require a corrected Claims Submission from the Municipality.

3. **Late Submission.** The Parties agree that Section 3.5 of the Agreement is deleted in its entirety and replaced with the following:

3.5 Late Submission

- (a) SO may reduce amounts payable under Claims Submissions which are not submitted to SO within the time periods set out in section 3.2(a)(ii), (b) and (c) by five (5%) per cent per month.
- (b) SO will have no responsibility to pay and Municipality will forfeit the right to claim for, any Claim Submission in respect of a calendar year which is not received by SO within three (3) months of the end of that calendar year.

4. **Term.** The Parties agree that Section 4.3 of the Agreement is deleted in its entirety and replaced with the following:

- 4.3 At least one hundred and fifty (150) days prior to the expiration of the Initial Term or the then current Renewal Term (as applicable) SO will invite representatives from the Regional Public Works Commissioners of Ontario, the Association of Municipalities of Ontario, and the Municipal Waste Association (the "Member Associations") to meeting(s) hosted by SO with the purpose of sharing any changes to the Lab Pack Audit methodology and results, and to discuss possible changes to the Collection Accessibility Schedules and Payment for Collection Services as set out in Schedule "B" and Schedule "C" respectively. SO's position on changes to Schedule "B" and Schedule "C" following the foregoing meeting(s) will be communicated to the Municipality within one hundred and twenty (120) days of the expiration of the Initial Term or the then current Renewal Term (as applicable).

5. **Schedules.** The Parties agree that Section 28.1 of the Agreement is deleted in its entirety and replaced with the following:

- 28.1 Schedules "A" through "E" are attached hereto and incorporated in and form part of this Agreement.

- 6 -

6. **Schedule "C"**. The Parties agree that Schedule "C" – Payment for Collection Services of the Agreement is deleted in its entirety and replaced with the following new Schedule "C" – Payment for Collection Services:

**SCHEDULE "C" – PAYMENT FOR COLLECTION SERVICES**

SO will pay the Municipality for MHSW Collection Services as follows:

For MHSW Services – Depot, SO will pay the Municipality the Hourly Rate (defined below) per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "B", to be paid in twelve (12) equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by twelve (12) and multiplied by the Hourly Rate.

The "Hourly Rate" is \$0.00.

If any individual materials are removed from the scope of this Agreement as a change pursuant to section 2.3 of this Agreement, the component amounts below for the remaining in-scope materials will be used to calculate the new reduced Hourly Rate. In such an event, the Hourly Rate will then be the sum of the component amounts for each individual material that remains within the scope of the Agreement, as set out in the table below.

Individual Material (for Obligated MHSW)	Component Amount
Antifreeze, and the containers in which it is contained	\$0.00
Fertilizers, and the containers in which they are contained	\$0.00
Containers that have a capacity of 30 litres or less and that were manufactured and used for the purpose of containing lubricating oil	\$0.00
Oil filters – after they have been used for their intended purpose	\$0.00
Paints and Coatings, and containers in which they are contained	\$0.00
Pesticides, and the containers in which they are contained	\$0.00
Pressurized containers – non-refillable	\$0.00
Pressurized containers - refillable	\$0.00
Single-use dry cell batteries	\$0.00
Solvents, and the containers in which they are contained	\$0.00

- 7 -

For MHSW Services – Event, SO will pay the Municipality a rate of **\$1,100.00** per tonne of Obligated MHSW plus applicable taxes.

For MHSW Services – Event (and transportation to Depot), SO will pay the Municipality a rate of **\$0.00** per tonne of Obligated MHSW plus applicable taxes.

7. **Schedule “F”**. The Parties agree that Schedule “F” – Due Dates and Penalties of the Agreement is deleted in its entirety.

TOWN OF FORT FRANCES

BY-LAW No. 51/13

(Being a by-law to approve an agreement with Waste Diversion Ontario (WDO) and Stewardship Ontario for financing of a Blue Box Transfer Station and Drop-off Recycling Facility under the Continuous Improvement Fund (CIF) Program—the Waste Diversion Act, 2002, S.O. 2002, c.6 and the Municipal Act, 2001, S.O. 2001, c.25, s. 8 and s. 11.)

WHEREAS on April 20<sup>th</sup>, 2013, Fort Frances made application under the CIF Program for funding for a project titled Compactor Units and Bins,

AND WHEREAS based on the application, WDO and Stewardship Ontario have now presented a financing agreement to Fort Frances for execution,

AND WHEREAS on December 9th, 2013, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into the agreement as presented by WDO and Stewardship Ontario.

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

1. That the agreement in the form attached hereto as Schedule "A" with Waste Diversion Ontario and Stewardship Ontario for CIF Project Number 814.3 – titled Compactor Units & Bins be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of December 2013.

\_\_\_\_\_  
R. Avis, Mayor



## *Project Grant*

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### **CIF Project Number 814.3 – Compactor Units & Bins**

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DATE: November 27, 2013

TO: Town of Fort Frances (the "Recipient")

WHEREAS:

- A. Waste Diversion Ontario, a corporation incorporated by the *Waste Diversion Act, 2002* (Ontario) ("WDO"), maintains a fund known as the Continuous Improvement Fund, that funds improvements in recycling practices by Ontario municipalities, comprised of a portion of the fees paid to municipalities by stewards under the Blue Box Program Plan.
- B. The Continuous Improvement Fund ("CIF") is a committee of Waste Diversion Ontario, and has been established through an agreement among the Associations of Municipalities of Ontario, the City of Toronto, Stewardship Ontario and WDO under the Blue Box Program Plan.
- C. Stewardship Ontario, a corporation continued under the *Waste Diversion Act, 2002* (Ontario), acts as custodian of the CIF monies is to provide funding to the Recipient.
- D. The Recipient made an application to the CIF for a grant to assist in the cost of their project entitled: Compactor Units & Bins (the "Project"). A copy of this application is attached hereto as Schedule "A" (the "Application").
- E. The CIF has agreed to provide the grant to the Recipient to assist in financing the cost of the Project as set out below:

1. **Grant**

Based on the Application, WDO and Stewardship Ontario hereby agree to provide a grant from the CIF to the Recipient in the aggregate amount of 44% of the blue box related Project costs up to a maximum of \$117,700, inclusive of any applicable taxes, government levies or governmental imposts of any kind (the "Grant"), to be applied by the Recipient toward the cost of the Project.

The Project shall be carried out by the Recipient in consultation with the CIF Managing Director. The Recipient shall devote a sufficient amount of staff time and other resources to carry out the Project in accordance with the timelines, budget and other contingencies set out in the appendices hereto. The Recipient shall act in accordance with any policy established by the CIF related to the completion of project grants.

2. **Budget**

The Grant is based upon the budget for the development and implementation of the Project set out in Schedule “B” hereto.

3. **Disbursement of Grant**

The Grant will be disbursed by the CIF to the Recipient as the Project progresses, in accordance with the schedule set out in Schedule “C” hereto. The Recipient shall make a written request to the CIF for each disbursement of a portion of the Grant not less than thirty (30) days prior to the proposed disbursement date and will provide such documentation, to substantiate any such request, as the CIF may reasonably require. Disbursement requests are to be addressed to the CIF Managing Director at the address noted below. Satisfactory completion of the Project report and final disbursement shall be at the sole discretion of the CIF acting reasonably.

4. **No Transfer or Encumbrance of the Project**

The Recipient shall not sell, assign or transfer the Project to a third party nor mortgage, charge or otherwise encumber the Project without the prior written approval of the CIF or repayment of the Grant.

5. **Repayment of Grant**

In the event of any material breach by the Recipient of the terms of the Application or this Agreement which is not remedied within thirty (30) days following written notice by the CIF to the Recipient or any failure by the Recipient to carry out the Project in accordance with the timetable set out in the Application or in this Agreement (subject to any delay which may be acceptable to Waste Diversion Ontario acting reasonably), the Recipient shall repay all amounts received on account of the Grant and WDO and Stewardship Ontario shall be relieved of any obligation to disburse any remaining unutilised portions of the Grant.

6. **Notices**

All notices, requests, demands or other communications (collectively “Notices”) by the terms hereof required or permitted to be given by one party to any other party, or to any other person shall be given in writing by personal delivery or registered mail (postage prepaid), by facsimile transmission, or by email to such other party as follows:

Waste Diversion Ontario  
4711 Yonge Street, Suite 1102  
Toronto, ON M2N 6K8  
Attention: Michael Scott, Chief Executive Officer  
Tel: (416) 226-5113 Fax: (416) 226-1368 Email: [michaelscott@wdo.ca](mailto:michaelscott@wdo.ca)

With a copy to:

Continuous Improvement Fund  
92 Caplan Avenue, Suite 511  
Barrie, ON L4N 0Z7  
Attention: Mike Birett, Managing Director  
Tel: (905) 936-5661 Email: mbirett@wdo.ca

To Stewardship Ontario at:

Stewardship Ontario  
1 St. Clair Avenue West, 7th Floor  
Toronto, On M4V 1K6  
Attention: Lyle Clarke, Executive Vice President  
Tel: (416)323-0101 ext. 154 Fax: (416) 323-3185 Email: lclarke@stewardshipontario.ca

To the Recipient at:

Town of Fort Frances  
320 Portage Ave.  
Fort Frances, ON P9A 3P9  
Attention: Doug Brown, P.Eng., Operations & Facilities Manager  
Tel: 807-274-9893 Fax: 807-274-7360 Email: dbrown@fort-frances.com

Or at such other address as may be given by any such person to the other Parties hereto in writing from time to time.

## 7. General

- (a) The Parties recognize the importance of making information about the Project available for public use. The Recipient shall cooperate fully in providing information which is not of a commercially confidential nature on the Project, as requested by the CIF Managing Director, for publication by the CIF on websites, at conferences and in newsletters.
- (b) The Recipient shall, at their own cost, present the results and learnings from their project at a public event organized by the CIF within 12 months of submission of their project report if so requested by the CIF Managing Director. The CIF may elect to provide financial assistance to remote municipalities.
- (c) The Recipient shall recognize and state in an appropriate manner, as approved by the CIF Managing Director, the support offered by CIF, WDO and Stewardship Ontario under this Grant. Unless the Recipient has received written notice to the contrary from the CIF Managing Director, the following shall be incorporated into the reports and other documents produced by the Recipient and any sub-contractor in connection with the Project:

*This Project has been delivered with the assistance of the Continuous Improvement Fund, a fund financed by Ontario municipalities and stewards of blue box waste in Ontario. Notwithstanding this support, the views expressed are the views of the author(s), and CIF, Waste Diversion Ontario and Stewardship Ontario accept no responsibility for these views.*

- (d) It is understood and agreed that neither WDO nor Stewardship Ontario has any ownership interest in the Project and neither WDO nor Stewardship Ontario has any responsibility for or liability with respect to the operations of the Project.
- (e) There is no relationship of partnership, agency, joint venture or independent contractor between or among WDO, Stewardship Ontario and/or the Recipient and none of them has any right to bind any of the others to any contractual obligation.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013

**STEWARDSHIP ONTARIO**

By: \_\_\_\_\_  
Name: Lyle Clarke  
Title: Executive Vice President

\*\*\*    \*\*\*    \*\*\*

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013

**WASTE DIVERSION ONTARIO**

By: \_\_\_\_\_  
Name: Michael Scott  
Title: Chief Executive Officer

**ACKNOWLEDGEMENT AND AGREEMENT**

The undersigned hereby acknowledges and accepts the Grant on the terms set out above. The undersigned further agrees to indemnify and hold WDO and Stewardship Ontario harmless in respect of any losses, costs, claims, damages or expenses incurred by either of them in respect of the funding or operation of the Project.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2013

**Town of Fort Frances**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULE "A" APPLICATION FOR GRANT

*Request for Expressions of Interest for CIF Funding for Priority Projects – FORM 1 (Mandatory)*

### FORM 1: Applicant General Information

Municipality or Program Name: Town of Fort Frances

Project Contact (name and title): Doug Brown - P. Eng. Operations & Facilities Manager

Mailing Address: 320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

Email Address: dbrown@fort-frances.com

Phone Number: 807-274-9893

Fax Number: 807-274-7360

URL (if applicable) \_\_\_\_\_

**Check which project(s) you are applying for:**

<input type="checkbox"/>	FORM 2    Projects Related to MIPC Study
<input checked="" type="checkbox"/>	FORM 3    Projects Achieving Cost Savings
<input type="checkbox"/>	FORM 4    Blue Box Harmonization Projects
<input type="checkbox"/>	FORM 5    Projects increasing Curbside Collection Capacity
<input type="checkbox"/>	FORM 6    Promotion and Education Projects
<input type="checkbox"/>	FORM 7    Ideas and Requests for the Centre of Excellence Initiatives

Work through the Form(s) to fill in as many details as you can. **Contact a CIF staff member, as needed to complete remaining portions.** Be sure to review the Form(s) and that you have filled in every field not marked as "Optional" and that all information is complete and correct. Please check which (if any) supporting documentation is attached to this submission that will help describe or support your project.

**Please note that projects are expected to be completed within the timelines stated in your application form(s). CIF reserves the right to terminate projects and cease funding for projects not completed on time.**

*Continuous Improvement Fund  
Closing Date: April 30, 2013 at 4:00 p.m.*

Page 1 of 2

*Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 1 (Mandatory)*

**Supporting documentation attached:**

- |   |   |
|---|---|
| <input type="checkbox"/> Collection records                             | <input checked="" type="checkbox"/> Staff reports (to Council, etc.)                            |
| <input type="checkbox"/> Processing records                             | <input type="checkbox"/> Council resolutions  |
| <input type="checkbox"/> Contracts or agreements                        | <input checked="" type="checkbox"/> Other - please specify<br>CIF Project No. 110 - Improvement |
| <input checked="" type="checkbox"/> Waste Management planning documents | Other - please specify<br>ENL Drawing A1-10027-G1 showing                                       |

Dated at April , 23 , 2013  
(Month) (Day) (Year)

I/We have the authority to bind the  
Corporation

Doug Brown  
(Project Contact)

  
(Signature of Authorized Signing Officer)

Mayor, Roy Avis & Clerk, Glenn Treftlin  
(Position of Authorized Signing Officer)

*Request for Expressions of Interest for CIF Funding for Priority Projects – FORM 3*

### FORM 3: Projects Achieving Cost Savings

Work through the Form to fill in as many details as you can. Contact a CIF staff member, as needed to complete remaining portions.

#### Section 1 – Form 3 Details

1. Is this project:

- ☒ A new submission in response to the 2013 REOI?  
☐ An updated 2011 REOI submission?  
☐ A 2011 REOI submission with no updates?

2. Project Description: What are the key features of the project? (Tip: Add your initial thoughts, then complete the remainder of the Form, and come back to finish this response.)

The present single stream drop-off recyclables depot (24 hours service) has 4 - 8 cubic yards bins which are full every day of the week (5 days/ week) and must be emptied usually 2x a day on week days in the morning 7:45 & 3:30 prior to quitting time. The depot is open on all weekends including long statutory holiday weekends thus every Monday or Tuesday morning since Jan of 2011, the 4 bins are overflowing with recyclables left on the roadway and beside the bins. It takes 2 labourers & 1 loader operator between 1.0 to 2 hours to clean-up the overflow recyclables every Monday or Tuesday morning to get the depot back in service. See attached pictures. This process is very time consuming and ties up staff from performing other duties. Recently due to financial restraints, Council eliminated a f/t position in the PW area, thus reducing the available manpower to operate the transfer station. The Town is very interested in reviewing the present method of handling/ loading/ transferring BB recyclables from the Transfer Station/Drop-off depot site to the Winnipeg MRF via walking floor trailers as it is very labour intensive and very costly. In 2012 the costs was \$ 367.85 per tonne due to the inefficient way the BB recyclables are handled. Based on a preliminary review it makes sense to install two compactor bins c/w 4- 40 cu. yard roll off containers at the transfer station. Also a closed circuit security camera will be installed to ensure only blue box recyclables are being disposed in the compactor bins. The project would be completed in two stages; detail cost analysis/design in 2013 with implementation in 2014.

3. Which element(s) of your recycling program does this project address?

- |  |  |
|--|--|
| <input type="checkbox"/> Enhanced Communication    | <input checked="" type="checkbox"/> Technology/Capital Efforts |
| <input checked="" type="checkbox"/> Best Practices | <input type="checkbox"/> Hard-to-Market/New Materials          |
| <input checked="" type="checkbox"/> Innovation     | <input type="checkbox"/> Other (please specify):               |

*Continuous Improvement Fund  
 Closing Date: April 30, 2013 at 4:00 p.m.*

Page 1 of 5

## Request for Expression of Interest for CIE Funding for Priority Projects FORM 3

**Section 2 – Blue Box Program Costs & Cost-Effectiveness**

When this project is fully implemented (i.e. completely operational), how will it affect your blue box program costs and costs per tonne?

1. How will this project save your municipality money on an annual or amortized basis? Please attach a copy of the draft budget showing both capital and operating impacts over the planning period.

By installing two new stationary compactor bins complete with 4-40 cubic yard roll off containers to the Winnipeg MRF there will be a positive financial impact on the on-going operating costs. The present monthly operating costs of \$ 8,899 will be reduced to \$3600 per month or a saving of \$ 5299 per month or \$ 63,588 per year. As there will be no labour and front-end loader to empty the depot stationary compactor bins and to load the top loaded walking floor trailers in the future. Also the fact the haulage rate to haul BB recyclables to the Winnipeg MRF will be reduced to approximately a \$ 100 per hour. Based on a 12 hours per round trip to the MRF and 3 loads per month it is estimated that it will cost \$ 43,200 per year compared to \$ 65,976.84.

2. How will you monitor and measure project effects on your program's cost-effectiveness?

The Town has been monitoring the on-going operating costs since January of 2011, thus a bench mark on how many man-hours and equipment hours are required to operate the Blue Box Transfer Station/drop off depot site is well documented. Once the two compactor bins c/w 40 cubic yard roll off containers are installed there will be an immediate reduction in on-going operating costs as there will be no labour or equipment hours requirements.

## Additional comments:

Fort Frances benefited by using walking floor trailers in 2012. As Feb. 13, 2013 the local pulp mill lay off 240 employees and idled the kraft mill and 2 paper machines indefinitely. As a result our hauler is not bringing wood chips from the Winnipeg area to the mill and can't provide a reduced rate for back hauling our BB to MRF. Increase costs projected in 2013.

**Section 3 – Blue Box Diversion**

What effect will this project have on your program's overall blue box diversion (i.e. tonnes of blue box materials sent to market)?

1. Describe any potential implications that this project will have on overall blue box diversion for your program and neighbouring programs (if applicable).

In accordance with the Town's residential BB waste recycling strategy completed in the December of 2010, the short term (3 to 5 years) BB diversion objective was set at 20% compared to the 2009 actual diversion rate of 14.4%. In 2012 the Town diverted 528.14 T of BB materials where the Town has achieved the diversion objective in less than 2 years. Fort Frances is the largest community in the Rainy River District and is considered a regional destination. As a result citizens from other communities could possibly drop off their blue box recyclables when coming to Fort Frances without any additional operating costs other than hauling the containers to MRF if compactor bins c/w roll off containers are installed.

## Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 3

**Section 4 - Program Improvements and Regionalization Benefits**

What other effects will this project have on your program or on other communities? Use this section to describe whether you plan to work with other communities to develop and deliver the project, how the costs/savings might compare with other similar undertakings.

1. Will the proposed project (please select all that apply):

- ☒ Help your program adapt to changes in the material mix (i.e. manage seasonal variations, prepare for future materials)?
- ☒ Process new materials?
- ☒ Be transferable to other communities?
- ☐ None of the above

2. What other effects will this project have?

Will greatly reduce the on-going operating costs to provide a 24 hour a day-7 day per week-52 weeks per year depot for blue box recyclables

3. Will you work with other municipalities/partners to develop and deliver this project?

- ☒ Yes ☐ No

If no, please explain why not:

If yes, what municipalities will you work with and how will they benefit?

The Town would gladly offer access to our transfer station/drop-off depot system facility. The Town would entertain a cost recovery user pay system with our neighbouring communities

4. How do you plan to share costs or savings with partner municipalities?

Presently Fort Frances is the largest community (approximately a population of 8000) in the Rainy River District and is surrounded with 16 municipalities or 1st nation communities with a population less than 5000 within one hour driving distance from the existing depot/transfer station

In March of 2011, the Town contacted these communities to determine if there was any interest in utilizing the transfer station to enhance recycling services for their communities. Most communities were interested in enhancing recycling services, but once the costs were explained to them no communities were interested. As of April 1st, 2013 the Ministry of Natural Resources(MNR) as a result of closing the MNR landfill site which serviced the community of Mine Center is dropping off BB recyclables at our transfer station. The Town signed a ten-year agreement with the MNR.

## Request for Expressions of Interest for CIF Funding for Priority Projects - FORM 3

5. What stage are you at in planning your work with other municipalities? Please select your choice below to respond:

- ☐ preliminary discussions
 ☐ awaiting council approval  
☐ draft agreement
 ☐ agreement in place  
☒ other: see information below

Additional comments:

It might be difficult to attract other communities in the Rainy River District to participate in such a recycling project as none are mandated to recycle under Ontario Regulation 101/94

## Section 5 - Project Costs and Payback Period

How much will it cost to implement the project and how long is its expected payback period?

1. What is the total cost of completing the proposed project? \$ 218,275.20  
 2. What is the total funding request to CIF? 75% or \$ 163,706.40  
 3. What is the project payback period for CIF support (in years)? Preliminary Calculations is 2.57 years

Additional comments:

The Town will provide in-kind services (labour and equipment) to complete the civic works to construct the foundation for the stationary compactor bins c/w 40 cubic yard roll off containers.

## Section 6 - Project Management and Implementation

In this section, provide as much information as you can about project management, timing and monitoring.

1. Please identify staff and consultants who will be responsible for this project.

Project Manager:

Name: Doug Brown P. Eng

Title: Operations & Facilities Manager

Affiliation: Town of Fort Frances

Role in project: project management, inspection & design

Related experience: greater than 27 years managing/designing municipal infrastructure projects

Continuous Improvement Fund

Closing Date: April 30, 2013 at 4:00 p.m.

Page 4 of 5

*Request for Expressions of Interest for CIF Funding for Priority Projects – FORM 3*

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2. Additional project team members: please identify key staff/consultants, their roles and related experience (optional)

Efficient Waste Management has agreed to partner with the town directly on this project, through to fruition.

3. Project Timing: Upon project approval, how soon can this project be ready to start-up? Please select your choice below to respond.

- ☐ Budget approved by council & project underway
- ☐ Budget approved by council, project not yet started
- ☒ Awaiting budget and/or council approval
- ☒ Other, please describe: installation scheduled for the spring of 2014 once funding is secured

4. How many months will it take to complete the proposed project from start to finish? 3 months

Additional comments:

Spreadsheet outlining the capital costs, simple payback, CIF support payback.

Spreadsheet showing annual Blue Box recyclables diverted from 2003 to 2012

Spreadsheet showing 2012 Trips of Blue Box recyclables to MRF each day of month, total per month and average weight per load.

Spreadsheet outlining 2013 Trips of Blue Box recyclables to MRF each day of month, total per month and average weight per load.

## SCHEDULE "B" BUDGET

April, 2013 - Proposed Upgrades to Fort Frances Transfer Station/Drop-off Depot

	Components	Items	Unit Cost
A	Curbside Collection Truck Access Stationary Compactor	Larger Hopper for Rear loading truck	
		4 yard Stationary Compactor	
		Computer Software Package	\$ 75,000.00
		2-40 cubic yard roll off containers	
B	Public Access Stationary Compactor	Larger Hopper for Public Drop off	\$ 60,000.00
		3 yard Stationary Compactor	
		2 40 cubic yard roll off containers	
D	Shipping Equipment to Fort Frances		\$ 15,000.00
E	Foundation for Stationary Compactor and roll off containers	preparation of subgrade	\$ 25,000.00
		concrete work	
		trenching for electrical conductors	
		adjustment of loading ramp grade	
F	Installation of 3 phase electrical service for Stationary Compactors	upgrade existing transformers	\$ 15,000.00
		100 ampere service 120/208 volts	
		hydro meter base	
		new pole	
		electrical conductor	
G	Installation of Close Circuit Security Camera		\$ 5,000.00
H		Subtotal	\$ 195,000.00
I		Town's portion of HST	\$3,432.00
J		Total	\$ 198,432.00
K		Contingency Allowance 10%	\$19,843.20
L		<b>Total</b>	<b>\$ 218,275.20</b>

simple payback

Total Costs / Total Saving

Total Costs	\$218,275.20		
Total Saving per year	\$63,588	3.43	years
Project payback for CIF support	\$163,706.40	2.57	years
	\$63,588		

**SCHEDULE "C"**  
**DISBURSEMENT OF GRANT**

The Grant will be disbursed as follows upon compliance with the contingencies outlined in your funding award, i.e.:

- Fort Frances entering into discussions with Sioux Narrows-Nestor Falls to investigate developing an arrangement with them for the handling of their residential Blue Box materials.
- The completion and submission of a monitoring and measurement plan.

<b>Milestones</b>	<b>Tasks / Description</b>	<b>Anticipated Completion Date</b>	<b>Grant Contribution</b> (includes 1.76% non-recoverable taxes)
<b>1 – Monitoring &amp; Measurement Plan</b>	Submission of a Monitoring & Measurement Plan. Please refer to CIF guidance document (attached)	December 20, 2013	
<b>Council Report</b>	Copy of Council report suggesting discussions with Sioux Narrows-Nestor Falls regarding handling of residential Blue Box materials		
<b>2 - Purchase and Delivery</b>	<p><b>Proof of expenditure for 2 compaction units &amp; 4 - 40 cubic yard compactor bins</b> - Photos demonstrating that the equipment has been delivered to the site and documentation confirming that capital expenditures have been incurred in connection with the purchase of this equipment.</p> <p><b>Installation of equipment - Complete performance testing</b> - Provide the CIF with confirmation that the equipment commissioning meets the installation and testing specifications outlined by the vendor.</p>	April 15, 2014	<b>44% of project cost up to \$88,275</b>
<b>3 - Final Report</b> (25% of approved funding)	Submission of final report summarizing Project, including performance, impact and learnings.	September 30, 2015	<b>\$29,425</b>
<b>TOTAL GRANT</b>			<b>\$117,700</b>

TOWN OF FORT FRANCESBY-LAW NO. 52/13

(Being a by-law to approve a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for Ontario, (the Ministry), the *Municipal Act, 2001*, S.O. 2001, c.25, Section 8.)

WHEREAS the Ministry, in early October 2013, announced that the Town of Fort Frances was successful in obtaining funding to finance a capital improvement project located on Mowat Avenue and Second Street under the Small Rural and Northern Municipal Infrastructure Fund – Top-Up Program;

AND WHEREAS the Ministry has presented an agreement for the Town to execute in order to receive funding to be provided under the Program;

AND WHEREAS on December 9<sup>th</sup>, 2013, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into the funding agreement as presented by the Ministry.

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

1. That the funding Agreement with the Minister of Agriculture, Food and Rural Affairs for Ontario in the form attached hereto and forming part of this by-law as Schedule "A" be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 9th day of December 2013.

---

R. Avis, Mayor

## SMALL RURAL AND NORTHERN MUNICIPAL INFRASTRUCTURE FUND TOP UP

### TRANSFER PAYMENT AGREEMENT

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THE AGREEMENT effective as of the \_\_\_\_\_

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,  
as represented by the Minister of Rural Affairs

("MRA")

- and -

The Corporation of the Town of Fort Frances

(the "Recipient")

**WHEREAS** the Government of Ontario is investing in infrastructure;

**AND WHEREAS** the Program will provide capital assistance to small, rural and northern municipalities and Local Service Boards to support critical road, bridge, water and wastewater projects;

**AND WHEREAS** the Recipient has applied to MRA for funds to assist the Recipient in carrying out the Project and MRA wishes to provide such funds;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

#### ARTICLE 1. DEFINITIONS

1.1. **Interpretation.** For the purposes of interpretation of the Agreement:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2. **Definitions.** In the Agreement and recitals the following terms shall have the following meanings:

**"Aboriginal Groups"** includes the Indian, Inuit and the Métis peoples of Canada or any other group that has legally been recognized as holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**"Agreement"** means this agreement entered into between MRA and the Recipient and includes all of the schedules listed in section 26.1.

**"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

**"Budget"** means in turn, as applicable, the preliminary Estimated Budget, Estimated Budget Revision After Capital Award and the final budget of Total Net Eligible Costs as finally reconciled and certified by the Recipient in the Final Report and as agreed to by MRA.

**"Budget Revision After Capital Award Report"** means the report as described as per Schedule "C".

**"Business Day"** means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, and any other day which the Ministry has elected to be closed for business.

**"Construction Contract Award Date"** means a date on or before March 15, 2014 when a capital construction contract(s) has been awarded by the Recipient and a council resolution, or equivalent, approving the award has been passed.

**"Effective Date"** means the date first set out at the top of the Agreement.

**"End of Construction Date"** means a date on or before December 31, 2015.

**"End of Financial Assistance Dates"** means the respective deadlines set out in Schedule "B".

**"Estimated Budget"** means the report as described as per Schedule "B".

**"Event of Default"** has the meaning ascribed to it in section 14.1.

**"Expiry Date"** means December 31, 2016.

**"Force Majeure"** has the meaning ascribed to it in Article 24.

**"Funds"** means the money provided by MRA to the Recipient pursuant to the terms and conditions of the Agreement, and **"Funding"** and **"Financial Assistance"** each have a corresponding meaning.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her Ministers, agents, appointees and employees.

**"Maximum Financial Assistance"** means \$ 847,379.00.

**"Milestone"** means an event set out in Schedule "B".

**"Notice"** means a communication required to be given pursuant to the Agreement.

**"Parties"** means MRA and the Recipient.

"**Party**" means either MRA or the Recipient.

"**Program**" means Ontario's Small Rural and Northern Municipal Infrastructure Fund – Top Up.

"**Project**" means the undertaking described in Schedule "A".

"**Reports**" means the reports described in Schedule "C".

"**Total Net Eligible Costs**" means the costs more particularly described in Schedule "B".

"**Wind Down Costs**" means the Recipient's reasonable costs to wind down the Project.

## ARTICLE 2. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1. **General.** The Recipient represents, warrants and covenants that:
- it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
  - it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
  - any information the Recipient provided to MRA in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of the Agreement in every respect.
- 2.2. **Execution of Agreement.** The Recipient represents and warrants that:
- it has the full power and authority to enter into the Agreement; and
  - It has taken all necessary actions to authorize the execution of the Agreement including, without limitation, the passage of a by-law or council resolution authorizing the Recipient to enter into the Agreement with MRA.
- 2.3. **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, for the period during which the Agreement is in effect:
- procedures to ensure the ongoing effective functioning of the Recipient;
  - decision-making mechanisms;
  - procedures to provide for the prudent and effective management of the Funds;
  - procedures to enable the successful completion of the Project;
  - procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.
- 2.4. **Supporting Documentation.** Upon request, the Recipient shall provide MRA with proof of the matters referred to in Article 2.

### ARTICLE 3. TERM OF THE AGREEMENT

- 3.1. **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the Expiry Date, unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### ARTICLE 4. FUNDS AND CARRYING OUT THE PROJECT

- 4.1. **Funds Provided.** MRA shall:

- a) provide funding for up to ninety percent (90%) of the Total Net Eligible Costs for the Project incurred as of the delivery of the Final Report or to the limit of the Maximum Financial Assistance, whichever is less;
- b) provide the Funds to the Recipient at or about the corresponding Milestone set out in the Payment Schedule attached to the Agreement as Schedule "D";
- c) deposit the Funds into an interest bearing account designated by the Recipient provided that the account:
  - i) is with a Canadian financial institution; and
  - ii) is in the name of the Recipient.

- 4.2. **Limitation on Payment of Funds.** Despite Section 4.1, MRA:

- a) is not obligated to provide Funds until it is satisfied with all of the information to be provided by the Recipient within the Reports in Schedule "C";
- b) may withhold any Milestone payment set out in Schedule "D" if the Recipient fails to meet a corresponding Project Milestone date set out in Schedule "B" and, if a payment is withheld pursuant to this section, shall have no further obligation to make this Milestone payment to the Recipient thereafter;
- c) may, in the event that the Recipient's estimates are determined to be greater than fifteen percent (15%) or less at Milestone 2, adjust the Budget or the Maximum Financial Assistance downwards on a *pro rata* basis and, on demand, the Recipient shall return any overpayment accumulated to date;
- d) if MRA does not receive the necessary appropriation from the Ontario Legislature for any payment MRA may otherwise be obligated to make under the Agreement, MRA is not obligated to make the payment and MRA may, pursuant to Section 13.1, terminate the Agreement or may reduce the Maximum Financial Assistance or, in consultation with the Recipient, change the Project.

- 4.3. **Use of Funding and Project.** The Recipient shall:

- a) substantially complete the Project within the meaning of section 2 of the *Construction Lien Act*, R.S.O. 1990, c. C.30,
  - i) in accordance with the terms of the Agreement; and
  - ii) in compliance with all federal and provincial laws, municipal by-laws and any other material orders, rules or directions related to any aspect of the Project;
- b) use the Funds only for the purpose of carrying out and substantially completing the Project;

- c) spend the Funds only on Eligible Costs as set out in and in accordance with part B.3 of Schedule "B"; and
  - d) not spend the Funds on Ineligible Costs as set out in part B.4 of Schedule "B".
- 4.4. **No Changes.** The Recipient shall:
- a) not make any changes to the Project, the Milestones, the Budget or and other term or condition of the Agreement without the prior written consent of MRA; and
  - b) abide by the terms and conditions MRA may require pursuant to any consent.
- 4.5. **Overpayment and Interest.** In the event that:
- a) the Recipient overestimated its preliminary, estimated budget prior to the first Milestone as set out in Schedule "D"; or
  - b) the Recipient has at any time during the Project over-estimated their Budget and this resulted in the Maximum Financial Assistance being greater than ninety percent (90%) of the Total Net Eligible Costs incurred on the Project as certified in the Final Report,
- the Recipient will return the excess Funds to MRA, together with interest upon the same at the then current interest rate charged by the Province of Ontario on accounts receivable, forthwith upon demand by MRA.
- 4.6. **Maximum Financial Assistance.** Notwithstanding any other provision within this Agreement, the Recipient accepts that the Funds shall not exceed the Maximum Financial Assistance or ninety percent (90%) of its incurred Total Net Eligible Costs as set out in its Final Report, whichever is less.
- 4.7. **Rebates, Credits and Refunds.** The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive a rebate, credit or refund.
- 4.8. **Recipient Shall Notify Ontario If Project Is Not Being Implemented As Per Approved Scope.** The Recipient shall immediately notify Ontario if it does not intend to carry out the Project in whole or in part as specified in part A.1 of Schedule "A" of this Agreement or if it wishes to alter the scope. Upon reviewing such notice proposal, Ontario may, in its absolute and sole discretion, may agree to such a scope change and will replace the Project Description in Schedule "A".
- 4.9. **Recipient Shall Obtain Ontario's Written Consent to Change Project.** The Recipient shall not make any material changes to the Project without the prior written consent of Ontario.

## ARTICLE 5. ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a transparent, competitive process that promotes the best value for the money.
- 5.2 **Notice.** The Recipient shall notify MRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

## ARTICLE 6. CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- a) the Recipient; or
  - b) any person who has the capacity to influence the Recipient's decisions;
- has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to MRA.** The Recipient shall:
- a) disclose to MRA without delay any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - b) comply with any terms and conditions that MRA may prescribe as a result of the disclosure.

## ARTICLE 7. REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- a) submit to MRA at the address provided in Section 17.1, all Reports in accordance with the timelines and content requirements set out in Schedule "C", or in a form as specified by MRA from time to time;
  - b) submit to MRA at the address provided in Section 17.1, any other reports requested by MRA in accordance with timeline and content requirements specified by MRA;
  - c) ensure that all Reports and other reports are completed to the satisfaction of MRA; and
  - d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** MRA, its authorized representatives or an independent auditor identified by MRA may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds, and for these purposes MRA, its authorized representatives or an independent auditor identified by MRA, may:
- a) inspect and copy the records and documents referred to in Section 7.2; and

- b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in Section 7.3, the Recipient shall disclose any information reasonably requested by MRA, its authorized representatives or an independent auditor identified by MRA, and shall do so in a form reasonably requested by MRA, its authorized representatives or an independent auditor identified by MRA, as the case may be.
- 7.5 **No Control Over Unrelated Information.** No provision of the Agreement shall be construed so as to give MRA any control whatsoever over the Recipient's documentation or information that is not related to the Project or to the expenditure of Funds.
- 7.6 **Auditor General.** For greater certainty, MRA's rights under this Article are in addition to any rights provided to the Auditor General pursuant to subsection 9 (1) of the *Auditor General Act* (Ontario).

#### ARTICLE 8. CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by MRA, the Recipient shall, in a form approved by MRA, acknowledge the support of MRA in any publication relating to the Project.
- 8.2 **Publication.** If the Recipient publishes any material of any kind, written or oral, relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of MRA.

#### ARTICLE 9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that MRA is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario), as amended from time to time, and that any information provided to MRA in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

#### ARTICLE 10. INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of MRA.

#### ARTICLE 11. INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an

occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than five million dollars (\$5,000,000.00) per occurrence. The policy shall include the following:

- a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- b) a cross-liability clause;
- c) contractual liability coverage; and
- d) thirty (30) day written notice of cancellation, termination or material change.

11.2 ***Proof of Insurance only if Requested.*** If requested by MRA, the Recipient shall provide MRA with certificates of insurance, or such other proof as may be requested by MRA, that confirms the insurance coverage as provided for in Section 11.1. If requested by MRA, the Recipient shall also make available to MRA a copy of each insurance policy.

11.3 ***Ontario to Have Right of "First Call" On Any Proceeds of Insurance Policy.*** The Recipient accepts that the Indemnified Parties shall have a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under Section 11.1 of this Agreement to pay any claim any suits, judgments, claims, demands, expenses actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act*, and for any and all liability for damages to property and injury to persons (including death)) that may be brought against Ontario as a result of this Agreement.

## ARTICLE 12. TERMINATION ON NOTICE

12.1 ***Termination on Notice.*** MRA may terminate the Agreement at any time upon giving at least thirty (30) days' Notice to the Recipient.

12.2 ***Consequences of Termination.*** If MRA terminates the Agreement pursuant to Section 12.1, MRA may:

- a) cancel all further instalments of the Funds;
- b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- c) determine the Wind Down Costs;
- d) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to Subsection 12.2(b); and
- e) subject to Section 4.6, provide funds to the Recipient to cover the Wind Down Costs.

## ARTICLE 13. TERMINATION WHERE NO APPROPRIATION

13.1 ***Termination Where No Appropriation.*** If, as provided for in Section 4.2, MRA does not receive the necessary appropriation from the Ontario Legislature for any payment

MRA is obligated to make under the Agreement, MRA may terminate the Agreement immediately by giving Notice to the Recipient.

- 13.2 **Consequences of Termination.** If MRA terminates the Agreement pursuant to Section 13.1, MRA may:
- a) cancel all further instalments of the Funds;
  - b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - c) determine the Wind Down Costs; and
  - d) permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to Subsection 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, MRA shall not provide additional Funds to the Recipient.

#### ARTICLE 14. EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":
- a) in the opinion of MRA, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with MRA;
  - b) in the opinion of MRA the Recipient breaches any representation, warranty, covenant or material requirement of the Agreement, including failing to do any of the following in accordance with the terms of the Agreement:
    - i) carry out the Project;
    - ii) use or spend Funds; and/or
    - iii) provide Reports or such reports as may have been requested;
  - c) the nature of the Recipient's operations, its corporate status or its organizational structure changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which MRA provides the Funds;
  - d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
  - e) the Recipient ceases to operate; and
  - f) an event of Force Majeure continues for a period of sixty (60) days or more.
- 14.2 **Corrective Action.** If an Event of Default occurs MRA may, at any time, take one or more of the following actions:
- a) initiate any action MRA considers necessary in order to facilitate the successful continuation or completion of the Project;
  - b) suspend the payment of Funds for such period as MRA determines appropriate;

- c) reduce the amount of the Funds;
- d) cancel all further payment of Funds;
- e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by MRA;
- g) demand the repayment of an amount equal to any Funds MRA provided to the Recipient; and/or
- h) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in Section 14.2, MRA may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- a) of the particulars of the Event of Default; and
- b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If MRA has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 14.3 and:

- a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- b) it becomes apparent to MRA that the Recipient cannot completely remedy the Event of Default within the time specified in the Notice or such further period of time as MRA considers reasonable; or
- c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to MRA.

MRA may initiate any one or more of the actions provided for in Subsections 14.2 (a), (b), (c), (d), (e), (f), (g) and (h).

14.5 **Effective Date of Termination.** Termination under this Article shall take effect as set out in the Notice.

## ARTICLE 15. FUNDS UPON EXPIRY

15.1 **Funds Upon Expiry.** Without limiting any rights of MRA under Article 14, the Recipient shall, upon expiry of the Agreement, return to MRA any Funds remaining in its possession or under its control and any interest accrued on these Funds pursuant to Section 4.1.

## ARTICLE 16. REPAYMENT

16.1 **Debt Due.** If MRA demands the payment of any monies, including any Funds from the Recipient or if the Recipient owes any monies, including any Funds, to MRA, whether or not their return or repayment has been demanded by MRA, such monies shall be deemed to be a debt due and owing to MRA by the Recipient, and the Recipient shall pay or return the amount to MRA immediately unless MRA directs otherwise.

- 16.2 **Interest Rate.** MRA may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 16.3 **Cheque Payable To.** The Recipient shall pay any monies owing to MRA by cheque payable to the "Minister of Finance" and mailed to MRA at the address provided in Section 17.1.

## ARTICLE 17. NOTICE

- 17.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to, MRA and the Recipient respectively, as set out below:

To MRA:	To the Recipient:
Ministry of Agriculture and Food and Ministry of Rural Affairs 1 Stone Road West 4 <sup>th</sup> Floor NW Guelph, ON N1G 4Y2	The Corporation of the Town of Fort Frances 320 Portage Avenue Fort Frances, ON P9A 3P9
Attention: Martin Bohl	Attention: Doug Brown
Email: martin.bohl@ontario.ca	Email: dbrown@fort-frances.com
Fax: 519-826-4336	Fax: (807) 274-8479

- 17.2 **Notice Given.** Notice shall be deemed to have been received:
- a) in the case of postage-prepaid mail, five (5) Business Days after such Notice is mailed;
  - b) in the case of personal delivery, immediately upon delivery of the Notice;
  - c) in the case of a facsimile transmission, one (1) Business Day after the transmission; or
  - d) in the case of email, immediately upon receipt of the email by the ministry.

## ARTICLE 18. SEVERABILITY OF PROVISIONS

- 18.1 **Invalidity or Unenforceability of any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision, as determined by a court of competent jurisdiction, shall be severed.

## ARTICLE 19. WAIVER

- 19.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## ARTICLE 20. INDEPENDENT PARTIES

- 20.1 ***Parties Independent.*** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of MRA and the Recipient shall not take any actions that could establish or imply such a relationship.

## ARTICLE 21. ASSIGNMENT OF AGREEMENT OR FUNDS

- 21.1 ***No Assignment.*** The Recipient shall not assign any part of the Agreement or any Funds without the prior written consent of MRA which MRA may, in its sole discretion, provide or withhold.
- 21.2 ***Agreement to Extend.*** The rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE 22. GOVERNING LAW

- 22.1 ***Agreement Governed By.*** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## ARTICLE 23. FURTHER ASSURANCES

- 23.1 ***Agreement into Effect.*** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms of the Agreement to its full extent.

## ARTICLE 24. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 24.1 ***Force Majeure Means.*** For the purposes of the Agreement, "Force Majeure" means an event that is:
- a) beyond the reasonable control of a Party; and
  - b) makes a Party's performance of its obligations under the Agreement impossible or so impracticable as reasonably to be considered impossible in the circumstances.
- 24.2 ***Force Majeure Includes.*** Force Majeure includes:
- a) infectious diseases, war, riots and civil disorder;
  - b) storm, flood, earthquake or other severely adverse weather conditions;
  - c) confiscation or other similar action by government agencies;
  - d) lawful act by a public authority; and
  - e) strikes, lockouts and other labour actions,
- if such events meet the test set out in Section 24.1.

24.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees;
- b) any event that a diligent Party could reasonably have been expected to take into account at the time of the execution of the Agreement; and
- d) avoid or overcome in the carrying out of its obligations under the Agreement.

24.4 **Failure to Fulfil Obligations.** Subject to Subsection 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

## ARTICLE 25. SURVIVAL

25.1 **Survival.** The provisions in Article 1; Sections 4.6, 7.1 (to the extent that the Recipient has not provided the subject Reports/reports), 7.2, 7.3, 7.4, 7.5, and 7.6; Articles 8 and 10; Sections 12.2, 13.2, 13.3, and 14.1; Subsections 14.2(c), (d), (e), (f) and (g); Section 14.4; Articles 15, 16, 17, 18, 22, 26, 27, 29 and 30; and all applicable definitions, cross-referenced provisions and Schedules shall continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination of the Agreement.

## ARTICLE 26. SCHEDULES

26.1 **Schedules.** The Agreement includes the following schedules:

- a) Schedule "A" - Project;
- b) Schedule "B" - Estimated Budget, Project Milestones, Eligible Costs & Ineligible Costs;
- c) Schedule "C" - Reports;
- d) Schedule "D" - Payment Schedule; and
- e) Schedule "E" - Consultation Requirements

## ARTICLE 27. ENTIRE AGREEMENT

27.1 **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

27.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

## ARTICLE 28. COUNTERPARTS

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which *shall* be deemed an original, but all of which together shall constitute one and the same instrument.

## ARTICLE 29. JOINT AND SEVERAL LIABILITY

- 29.1 **Joint and Several Liability.** Where there is more than one Recipient under the Agreement, each shall be jointly and severally liable to MRA for the fulfillment of the Recipient's obligations under the Agreement.

## ARTICLE 30. RIGHTS AND REMEDIES CUMULATIVE

- 30.1 **Rights and Remedies Cumulative.** The rights and remedies of MRA under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## ARTICLE 31. BPSAA

- 31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## ARTICLE 32. FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 32.1 **Other Agreements.** If the Recipient has failed to comply with any material term, condition or obligation under any other agreement with Her Majesty the Queen in Right of Ontario or a Crown agency, MRA may suspend the payment of any amount of Funds for such period as MRA determines appropriate.

## ARTICLE 33. CONSENT

- 33.1 **Consent.** MRA may impose any terms and conditions upon any consent MRA may grant pursuant to the Agreement.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as**

represented by the Minister of Rural Affairs

Name: Martin Bohl

Signature: \_\_\_\_\_

Title: Director

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

The Corporation of the Town of Fort Frances

Name: Roy Avis

Signature: \_\_\_\_\_

Title: Mayor

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

AFFIX CORPORATE  
SEAL

Name: Glenn Treftlin

Signature: \_\_\_\_\_

Title: Clerk

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

**I/We have authority to bind the Recipient.**

## SCHEDULE "A"

### PROJECT

#### A.1 - Project Scope:

This project will rebuild the roadway at Second Street and Mowat Avenue. This will include the removal of the old asphalt surface, road base, curb and gutter, sidewalk, water main, sanitary sewer main and storm sewer mains. The water main will be replaced with new PVC water main, including isolation valves, and service lines to property line. The sanitary sewer main will be replaced with new PVC main including new manholes, new sewer services to property line and a closed circuit television (CCTV) inspection of the completed main to check for deficiencies. The old storm sewer main and catch basin leads will be replaced with new HDPE and PVC storm sewer including replacing manholes and catch basins. Finally the existing concrete curb and gutter, sidewalk, road base and asphalt surface will be replaced.

#### End of Financial Assistance:

1. Execution of the Agreement – by **March 15, 2014**. The Recipient will provide the fully signed agreement to the ministry on or before this date with a corresponding Council resolution authorizing the Recipient to enter in to the agreement.
2. Construction Contract Award Report – by March 15, 2014
3. Final Report by **March 15, 2016**.

**SCHEDULE "B"**

**ESTIMATED BUDGET**

**B.1 Project's Estimated Total Net Eligible Costs:**

**PROJECT COSTS**

<b>A. Engineering/Design Costs</b>	<b>\$ 64,157.50</b>
<b>B. Environmental Assessment Costs</b>	<b>\$ \$-</b>
<b>C. Project Management</b>	<b>\$ 64,157.50</b>
<b>D. Construction</b>	<b>\$ 1,283,150.03</b>
<b>E. Other Eligible Costs (specify)</b>	<b>\$</b>
<b>Total</b>	<b>\$ 1,411,465.03</b>
<b>Less Rebateable Taxes</b>	<b>\$ 140,397.05</b>
<b>Budget*</b>	<b>\$ 1,271,067.98</b>

**\*This Budget should not exceed the amount found in the Total Eligible Costs in your application. If the Estimated Budget changes, you must indicate this in your ensuing Reports (Schedule "C").**

**"Total Net Eligible Costs"** means all direct costs that are, in MRA's sole and absolute discretion, properly and reasonably incurred no earlier than April 1, 2013 and prior to the End of Construction Date by the Recipient under a contract for goods or services necessary for the implementation of the Project, as more particularly described in part B.3 – Eligible Costs of this Schedule "B", less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive.

## SCHEDULE "B" continued

### B.2 Project Milestones

Project Milestone	Expected Completion Date	Respective End of Financial Assistance Dates
Agreement Execution	December 9, 2013	March 15, 2014
Construction Contract Award Report	February 19, 2013	March 15, 2014
End of Construction	September 20, 2013	December 31, 2015
Final Report	February 1, 2014	March 15, 2016

### B.3 – Eligible Costs:

Subject to part B.4 below, "Eligible Costs" include:

- (a) The capital costs of constructing, rehabilitating or improving, in whole or in part, a tangible capital asset;
- (b) The costs of joint communication activities (press releases, press conferences, translation, etc.);
- (c) All planning costs, including plans and specifications, and assessment costs including the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) Third party project management costs, including architectural, supervisory, testing and consulting services;
- (e) The costs of engineering and environmental reviews, including environmental assessments and follow-up programs as defined in the *Environmental Assessment Act* (Ontario) and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- (f) The costs of health and safety signage relevant to the project;
- (g) The costs of building and other permits (non-Recipient issued);
- (h) The incremental costs of consulting with Aboriginal Groups on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Groups as per Schedule "E";
- (i) If MRA exercises its rights under Article 7 of the Agreement, the audit and evaluation costs incurred by the Recipient in response to the application of those rights; and
- (j) Other costs that, in the sole opinion of MRA, are necessary for the successful implementation of the Project provided that they have been approved in writing prior to being incurred.

#### **B.4 – Ineligible Costs:**

The following costs are “**Ineligible Costs**”:

- (a) Costs incurred prior to April 1, 2013
- (b) Costs incurred after the End of Construction Date;
- (c) Costs of land acquisition, leasing land, buildings, equipment and other facilities, real estate fees including any surveys and related costs;
- (d) Financing charges, legal fees (except for DTC related legal fees as considered reasonable by MRA) and loan interest payments;
- (e) The value of any goods and services which are received through donations or in kind;
- (f) Recipient employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically costs relating to services delivered directly by permanent employees of the Recipient;
- (g) Meal, hospitality or incidental expenses; and
- (h) Harmonized Sales Tax for which the Recipient received, will receive or is eligible for a rebate, if any, and any other costs similarly rebatable.

Note: Travel and accommodation expenses of consultants may be reimbursed if these costs meet provincial guidelines.

## SCHEDULE "C"

### REPORTS

The following Reports are to be provided in full in the corresponding form provided hereafter and with such content as is satisfactory to MRA:

	Name of Reports and Details Required	Due Date
1.	<b>Construction Contract Award Report</b> – a report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within 15 business days of a council resolution or by March 15, 2014, whichever is earlier
2.	<b>Estimated Budget Revision After Capital Award Report</b> must be based on competitive tenders awarded to complete the project.- format provided as part of Schedule "C"	Within 15 business days of a council resolution or by March 15, 2014, whichever is earlier
3.	<b>Progress Report</b> - format provided as part of Schedule "C"	Every September 15 <sup>th</sup> and January 31 <sup>st</sup> after the <b>Construction Contract Award Report</b> is submitted to MRA for the term of the Agreement until the 60 days after the <b>End of Construction Date</b> .
4.	<b>Final Report</b> - including statement of incurred eligible expenses validated by invoices and/or payment certificates - format provided as part of Schedule "C"	Within 60 days of the <b>End of Construction Date</b> and or no later than March 15, 2016.
5.	<b>Other Reports or information</b> as may be directed by MRA from time to time, if any	On or before a date directed by MRA.

**SCHEDULE "C" continued**

**ESTIMATED BUDGET REVISION AFTER CAPITAL AWARD**

This report will contain a revised budget for the entire Project based on Total Net Eligible Expenses after the construction has been tendered.

**REVISED TOTAL PROJECT COSTS**

	<b>ESTIMATED BUDGET (Schedule B)</b>	<b>REVISED BUDGET</b>	<b>VARIANCE</b>
<b>A. Engineering/Design Costs</b>	\$	\$	\$
<b>B. Environmental Assessment Costs</b>	\$	\$	\$
<b>C. Project Management</b>	\$	\$	\$
<b>D. Construction</b>	\$	\$	\$
<b>E. Other (specify)</b>	\$	\$	\$
<b>Total</b>	\$	\$	\$
<b>Less Any Actual or Potential Tax Rebates</b>	\$	\$	\$
<b>REVISED TOTAL NET ELIGIBLE COSTS</b>	\$	\$	\$

\*Note: In cases where revised costs are greater than 15% than the original budget, please provide an explanation

**PROJECT CERTIFICATION**

As the payment certifier or chief financial officer for The Corporation of the Town of Fort Frances, I hereby certify that the revised Project Budget figures set out above are true to the best of my knowledge, information and belief and based on actual awards of a minimum of 70% of the Project costs.

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Date:</b>	



**SCHEDULE "C" continued**

**PROGRESS REPORT  
Municipal Infrastructure Investment Initiative –  
Capital Program  
(MIIICP)**

Name of Recipient \_\_\_\_\_

Name of Project \_\_\_\_\_ Project Number \_\_\_\_\_

**Milestone Dates:**

1. Construction Percentage Completed	3. Actual Start Date of Construction	5. Is the project being completed as approved? (Y/N)	if no, please explain below
2. Date of Construction Tender Awarded	4. Forecasted Date of Construction End	6. Will the project be completed by Dec. 31, 2015 (Y/N)	if no, please explain below

**Funds (Net Eligible Costs used to date):**

**Estimated remaining Net Eligible Costs to incur:**

<p><b>Progress to date and Communications</b></p> <p><i>(e.g. Milestones achieved and if the project is being completed as noted in the Agreement, include project management and design if applicable, issues affecting the project and mitigation strategies, etc., )</i></p> <p><i>Communications events, communications to community regarding the project, communications received (oral or written) from any Aboriginal groups, please include dates, where applicable or available</i></p>
<p><b>Variance from original approved project (if any)</b></p> <p><i>If answer is NO in Question 5 or 6 above, please explain the changes here.</i></p>

**Attestation:**

I, (name of person who can bind the municipality), confirm that my municipality/Local Services Board is in compliance with the terms and conditions found in this Agreement for this project (Project Name and Project number).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Due January 31, and September 15 after awarding of Construction Tender*



**SCHEDULE "C" continued**

**Municipal Infrastructure Investment Initiative Capital Program (MIII-CP)  
FINAL REPORT**

Attach Payment certificate(s) and other third party invoices incurred for the Project. Where applicable, indicate any portion of the costs on such invoices which are Ineligible Costs as per section B.4 of Schedule "B".

**Part 1 – Project Information**

Recipient		Construction Start Date	
Project Name		Construction Completion Date	
Project File			

**Part 2 - Final Report Information (information is based on incurred costs and back up is provided by submission of invoices)**

Environmental Assessment (If Applicable)	\$
Engineering	\$
Construction	\$
Project Management	\$
Materials	\$
Miscellaneous	\$
H.S.T.	\$
GROSS ELIGIBLE COST	\$
Less HST Rebate/	\$
<b>TOTAL NET ELIGIBLE COST incurred</b>	<b>\$</b>

**Part 3 - Project Description**

Is the following description of your Project as completed accurate?

*Paste description from most recent agreement/amendment*

☐ Yes    ☐ No    If No, please provide details on any variances below

**Project Variances (if applicable)**

In reading the description provided above, has your Project experienced any variances either in project scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered.

## SCHEDULE "C" continued

### Part 4 - Project Benefits

Provide a detailed description of the benefits arising from the project.

### Part 5 - Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under Schedule "E" of the Agreement.

Please indicate:

#### Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project. Yes ☐  
No ☐

#### Declaration required by Projects with additional Duty to Consult requirements as identified by Ontario

Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following: Yes ☐  
No ☐

- the project;
- adverse impacts on hunting, trapping, fishing and plant harvesting; and
- any burial grounds or archaeological sites of cultural significance.

A copy of this correspondence to identified Aboriginal communities was provided to the Province of Ontario. Yes ☐  
No ☐

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities. Yes ☐  
No ☐

A copy of any correspondence/information between the recipient and any Aboriginal communities was forwarded to the Province of Ontario. Yes ☐  
No ☐

### Part 7 - Project Certification

As the payment certifier or chief financial officer for The Corporation of the Town of Fort Frances, I hereby certify that the above Project has been substantially performed, that all information provided herein is accurate and true, and that no funds have claimed that are ineligible as per Schedule "B" and all Requirements of Law as defined in the Agreement have been met.

Signature:	
Name:	
Title:	
Phone Number:	
Date:	

**SCHEDULE "D"**

**PAYMENT SCHEDULE**

PAYMENT DATE	AMOUNT	DOCUMENTATION
Subject to subsection 4.2, when:	-	-
<b>Milestone 1:</b>  Execution of the Agreement by both Parties.	An amount up to 55% of the Maximum Financial Assistance	An executed Agreement and a Council resolution or by-law authorizing the Recipient's entry into the Agreement
<b>Milestone 2:</b>  Upon receipt and acceptance by MRA of required reports and in any case no later than March 15, 2014	An amount up to 85% of the Maximum Financial Assistance or up to 90% of the Revised Budget (Revised Total Net Eligible Costs) as set out in the Estimated Budget Revision After Capital Award, whichever is smaller, less the amount paid upon execution of the Agreement by both Parties;	Construction Contract Award Report  Budget Revision after Capital Award Report
<b>Milestone 3:</b>  Upon receipt and acceptance by MRA of the Final Report and no later than March 15, 2016.	The balance, if any, to the limit of the Maximum Financial Assistance or 90% of Total Net Eligible Costs incurred as certified in the Final Report, whichever is smaller, less any Milestone payments made and any Milestone payments withheld under Section 4.2 of Schedule	Final Report

## SCHEDULE "E"

### CONSULTATION REQUIREMENTS

#### 1.0 PURPOSE

This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultations with Aboriginal Groups about the Project, and delegates procedural aspects of consultations from Ontario to the Recipient.

##### 1.1 Definitions:

For the purposes of this Schedule:

**"Section 35 Duty"** means any duty Ontario may have to consult and, where appropriate, accommodate an Aboriginal Group in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

#### 2.0 RESPONSIBILITIES OF ONTARIO

##### 2.1 Ontario is responsible for:

- a) Determining which (if any) Aboriginal Group should be consulted in relation to the Project and advising the Recipient of the same;
- b) The preliminary and ongoing assessment of the depth of consultation required with any Aboriginal Group;
- c) At its discretion, delegating procedural aspects of consultation to the Recipient pursuant to this Schedule "E" of the Agreement;
- d) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule "E" of the Agreement; and
- e) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of any Aboriginal Group require accommodation, that that Aboriginal Group is appropriately accommodated in relation to the Project.

#### 3.0 RESPONSIBILITIES OF THE RECIPIENT

##### 3.1 The Recipient is responsible for:

- a) Giving notice to any Aboriginal Group regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- b) Immediately notifying Ontario of contact by any Aboriginal Group regarding the Project and advising of the details of the same;
- c) Informing any Aboriginal Group interested about the Project and providing to those Aboriginal Groups a full description of the Project unless such description has been previously provided to them;

**SCHEDULE "E" continued**

- d) Following up with any Aboriginal Group that has an issue, concern with or interest in the Project in an appropriate manner to ensure that the Aboriginal Group is aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Group, and immediately advising Ontario of the details of the same;
- e) Informing the Aboriginal Group of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- f) Maintaining the Aboriginal Group on the Recipient's mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Group all notices and communications that the Recipient provides to interested parties and any notice of completion;
- g) Making all reasonable efforts to build a positive relationship with any Aboriginal Group that has an interest in the Project;
- h) Providing Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project (if requested);
- i) If appropriate, providing reasonable financial assistance to an Aboriginal Group to permit effective participation in consultation processes for the Project, but only after consulting with Ontario;
- j) Considering comments provided by any Aboriginal Groups with an interest in the Project regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from Aboriginal Groups, notifying Ontario of the nature of the questions or comments received and maintaining a chart showing the issues raised by any Aboriginal Group and any responses the Recipient has provided;
- l) Where an Aboriginal Group asks questions regarding the Project directly of Ontario, providing Ontario with the information reasonably necessary to answer the inquiry, upon Ontario's request;
- m) Subject to subsection 3.1 (n), where appropriate, discussing with an Aboriginal Group potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to Ontario any comments or questions from the Aboriginal Group that relate to potential accommodation or mitigation of potential impacts;
- n) Consulting regularly with Ontario during all discussions with any Aboriginal Group regarding accommodation measures, if applicable, and presenting to Ontario for the

**SCHEDULE "E" continued**

purposes of subsection 2.1 (e) hereof, the results of such discussions prior to implementing any applicable accommodation measures;

- o) Complying with Ontario's direction to take any actions, including without limitation, suspension of the Project, as Ontario may require; and
- p) Providing in any contracts with third parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide in accordance with subsection 3.1 (o).

3.2 The Recipient hereby acknowledges, Ontario or any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

3.3 The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- a) Provide to Ontario, upon request, complete and accurate copies of all documents provided to any Aboriginal Group in relation to the Project;
- b) Keep reasonable business records of all its activities in relation to consultation and provide Ontario with complete and accurate copies of such records upon request;
- c) Provide Ontario with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- d) Immediately notify Ontario of any contact by any Aboriginal Group regarding the Project and provide copies to Ontario of any documentation received from Aboriginal Groups;
- e) Immediately notify Ontario of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- f) Immediately notify Ontario if any Aboriginal archaeological resources are discovered in the course of the Project;
- g) Provide Ontario with summary reports or briefings on all of its activities in relation to consultation with any Aboriginal Group, as may be requested by Ontario;
- h) If applicable, advise Ontario if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights (e.g. an impact-benefit agreement or other such similar agreement); and
- i) If applicable, and if requested, provide Ontario with a copy of the non-financial information of any agreement the Recipient and an Aboriginal Group enter into that is directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights (e.g. an impact-benefit agreement or other such similar agreement).

3.4 The Recipient shall, upon request, lend assistance to Ontario by filing records and other appropriate evidence of the activities undertaken both by Ontario and by the Recipient in consulting with any Aboriginal Group in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by Ontario and by the Recipient, to the relevant regulatory or judicial decision-makers.

## SCHEDULE "E" continued

### 4.0 NO IMPLICIT ACKNOWLEDGEMENT

- 4.1 Nothing in this Schedule "E" shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section 3.1 of this Schedule "E" hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

### 5.0 GENERAL

- 5.1 This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

### 6.0 NOTICE AND CONTACT

- 6.1 ***Recipient Shall Not Start Construction on Project Until Recipient Provides Evidence to Ontario that Notice of Project Has Been Given to Aboriginal Groups.*** The Recipient shall not itself commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice of the Project to the Aboriginal Groups identified in accordance with Schedule "E" of this Agreement.
- 6.2 All notices to Ontario pertaining to this Schedule "E" shall be in writing and shall be given by facsimile or other means of electronic transmission or by hand or courier delivery. Any notice to Ontario shall be addressed as follows:

Ministry of Rural Affairs  
1 Stone Road West, 4 NW  
Guelph, Ontario  
N1G 4Y2

Attention: Martin Bohl  
Telephone: 519-826-3419  
Fax: 519-826-4336  
Email: martin.bohl@ontario.ca



By-Law No. 53/13

Specific Purpose Municipal Borrowing By-Law For Ontario

A by-law authorizing the borrowing of money by way of temporary advances to meet expenditures made in connection with a certain project.

Whereas by By-law No. 67/10, the Corporation of The Town of Fort Frances

(the "Municipality") authorized the 2010 Capital Projects

(the "Project") at an estimated cost of \$747,889;

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are hereby authorized on behalf of the Municipality to borrow by way of temporary advances from time to time from **Canadian Imperial Bank of Commerce ("CIBC")** a sum or sums not exceeding in the aggregate \$ 467,430.00 to meet expenditures made in connection with the Project and to give on behalf of the Municipality to CIBC a promissory note or notes sealed with the corporate seal and signed by the Head and Treasurer for the moneys so borrowed plus interest at such rate and such terms as may be agreed upon from time to time with CIBC;
2. All sums borrowed under this By-law, as well as all other sums borrowed in this year and in previous years from CIBC for any or all of the purposes mentioned in the Ontario Municipal Act, plus interest, shall be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when such revenues are received;
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to this By-law, plus interest, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose;

Passed this 9th, day of December, 2013



Head of the Municipality

Clerk

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this, day of,

Witness the corporate seal



Clerk



By-Law No. 54/13

Specific Purpose Municipal Borrowing By-Law For Ontario

A by-law authorizing the borrowing of money by way of temporary advances to meet expenditures made in connection with a certain project.

Whereas by By-law No. 30/12, the Corporation of The Town of Fort Frances  
(the "Municipality") authorized the 2012/2013 Honeywell Energy Project  
(the "Project") at an estimated cost of \$1,794,488 for 2013;

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are hereby authorized on behalf of the Municipality to borrow by way of temporary advances from time to time from **Canadian Imperial Bank of Commerce ("CIBC")** a sum or sums not exceeding in the aggregate  
\$ 1,200,000.00 to meet expenditures made in connection with the Project and to give on behalf of the Municipality to CIBC a promissory note or notes sealed with the corporate seal and signed by the Head and Treasurer for the moneys so borrowed plus interest at such rate and such terms as may be agreed upon from time to time with CIBC;
2. All sums borrowed under this By-law, as well as all other sums borrowed in this year and in previous years from CIBC for any or all of the purposes mentioned in the Ontario Municipal Act, plus interest, shall be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when such revenues are received;
3. The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to this By-law, plus interest, all of the moneys hereafter collected or received either on account or realized in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for such purpose;

Passed this 9th, day of December, 2013



\_\_\_\_\_  
Head of the Municipality

\_\_\_\_\_  
Clerk

I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this \_\_\_\_\_, day of \_\_\_\_\_,

Witness the corporate seal



\_\_\_\_\_  
Clerk

TOWN OF FORT FRANCES

BY-LAW NO. 55/13

(BEING a by-law to impose certain user fees – the *Municipal Act, 2001*, c.25, S.O. 2001, Part XII as amended.)

WHEREAS on November 25<sup>th</sup> and December 9<sup>th</sup>, 2013, Council approved increases to certain user fees to be in effect January 1, 2014 and directed that this by-law be prepared to adopt the schedule of 2014 fees.

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

1. That Town of Fort Frances Schedule of Fees Index and Schedule of Fees attached hereto as Schedule "A" to this By-law be approved.
2. The fees and charges provided in Schedule "A" to this By-Law, as may be amended from time to time, shall prevail over any like fees that may be provided for in any other By-Law enacted by Council for the Town of Fort Frances.

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

READ THREE TIMES and finally passed in open Council this 9<sup>th</sup> day of December 2013.

\_\_\_\_\_  
R. Avis, Mayor

\_\_\_\_\_  
K. Lawson, Deputy Clerk

**TOWN OF FORT FRANCES  
BY-LAW NO. 55/13, SCHEDULE "A"  
2014 SCHEDULE OF FEES**

<b><u>Index</u></b>	<b><u>Page</u></b>
<b>Schedule "A"</b>	
<b>Administration and Finance Division</b>	
<b>Licences</b>	1
Annual Fees	1
Business	1
Lottery	2
Other Charges	2
Tax Sale - Administrative Charges	3
<b>Planning and Development Division</b>	
Administration Fees	4
Animal Control	4
Application for Deferral of Revocation	4
Building/Demolition Permits	3
Change of Use	4
Church Loading Zone - Annual Fee Each	5
Loading Zone - Annual Fee Each	5
Metered On-Street Parking	5
Moving Permit Fees	4
Planning Fees	5
Plumbing Inspection	4
Portage Avenue Municipal Parking Lot	4
Private Parking Spaces (Rented)	4
Refund of Fees	4
Sign Permit Fee	4
Swimming Pool Permit Fee	4
Transfer of Permit Fee	4
<b>Community Services Division</b>	
52 Canadians Walking Track	8
Arena Floors (no Ice)	8
Auditorium	8
Ball Diamonds / Soccer Fields	8
Day Care and Private Home Day Care	5
East End Hall	8
Emergency Services	Schedule "B"

**Index****Page**

Emergency Services	Schedule "B"
Fort Frances Public Library	10
Memorial Arena	6
MSC Conference Meeting Rooms	8
Museum and Cultural Centre	11
Other Courses & Services	8
Pool Rentals	7
Pool/Fitness Centre	6
Sorting Gap Marina	9
Summer Youth Programs	9
Sunny Cove Camp	11
Swimming Lessons	7
Townshend Theatre	9

**Operations and Facilities Division**

Airport	13
Cemeteries	Schedule "E"
Parks	14
Private Work	12
Stores, Backyard Composters	13
Landfill Tipping Fees	Schedule "C"
Sewer & Water	Schedule "D"

**TOWN OF FORT FRANCES**  
**SCHEDULE OF FEES**  
**SCHEDULE "A"**

	Resident	Non-Resident
<b>1.0 Administration and Finance Division</b>		
<b>Effective January 1, 2014 (Plus Applicable Taxes)</b>		
<b>1.1 Licenses - Annual Fees (unless otherwise noted)</b>		
<b>1.1.1 Public Halls</b>		
1.1.1.1 Public Halls - Limited	36.95	
1.1.1.2 Public Halls - Transfer of License - One Time Fee	18.55	
<b>1.1.2 Taxi Driver</b>	31.15	
<b>1.1.3 Taxi/Chauffeur Operator's I.D. Card (New or Replacement)</b>	14.15	
<b>1.1.4 Taxi Owner's License</b>		
1.1.4.1 For Each On-Street Taxi-Cab	385.00	
1.1.4.2 For Each Off-Street Taxi-Cab	143.40	
1.1.4.3 For Each Transfer of License - One Time	60.10	
<b>1.1.5 Chauffeur's License (Limousine Driver)</b>	31.15	
<b>1.1.6 Limousine Owner's License</b>		
1.1.6.1 For Each Vehicle	120.15	
<b>1.1.8 Business Licenses</b>		
1.1.8.1 Adult Live Entertainment Parlours	420.25	
1.1.8.2 Auctioneer	42.70	151.50
1.1.8.3 Billiard Hall or Pool Tables (each Table)	42.70	
1.1.8.4 Bowling Alley (each Lane)	42.70	
1.1.8.5 Community Events	180.30	
1.1.8.6 Eating Establishments		
1.1.8.6.1 Restaurants	42.70	
1.1.8.6.2 Food Shops	42.70	
1.1.8.6.3 Groceries	42.70	
1.1.8.6.4 Bakery	42.70	
1.1.8.6.5 Meat Vendor	42.70	
1.1.8.6.6 Deli	42.70	
1.1.8.7 Hairstyling Shops	42.70	
1.1.8.8 Local Retailers (Retail Sales)	42.70	
1.1.8.9 Hawker & Peddler		
1.1.8.9.1 Hawker & Peddler Class 1 (day sales)	157.20	
1.1.8.9.2 Hawker & Peddler Class 1 - Each Additional Day	71.65	
1.1.8.9.3 Hawker & Peddler Class 2 (seasonal sales)	42.70	151.50
1.1.8.9.4 Hawker & Peddler Class 3 (door to door sales)	54.30	151.50
1.1.8.9.5 Hawker & Peddler Class 4 (door to door sales person)	54.30	151.50
1.1.8.9.6 Hawker & Peddler Class 5 (antique/collectible)	42.70	151.50
1.1.8.9.7 Hawker & Peddler Class 6 (craft shows)	42.70	151.50
1.1.8.9.8 Hawker & Peddler Class 7 (trade shows)	157.20	
1.1.8.9.9 Hawker & Peddler Class 7 - Each Additional Day	71.65	
1.1.8.9.10 Hawker & Peddler Class 8 (flea markets)	42.70	151.50
1.1.8.9.11 Hawker & Peddler Class 9 (general not including above)	42.70	151.50
1.1.8.10 Motor Vehicle Towing	42.70	151.50
1.1.8.11 Photographer	42.70	151.50

		Resident	Non-Resident
1.1.8.12	Places of Amusement	42.70	
1.1.8.13	Plumbing Contractors & Plumbers	42.70	420.90
1.1.8.14	Public Garage (automotive rental, sales, & service)		
1.1.8.14.1	Motor Vehicle Service Station	42.70	
1.1.8.14.2	Public Garage (see classes 1 - 7)	42.70	
1.1.8.15	Refreshment Vehicles	54.30	151.50
1.1.8.16	Mobile Food Vending	180.30	
1.1.8.17	Second Hand Dealers or Salvage Yard Operators	42.70	151.50
1.1.8.18	Tattoo Parlour, Body Piercing, Electrolysis	42.70	151.50
1.1.8.19	Laundries and Laundromats	42.70	
1.1.8.20	Newspapers and Magazines	157.20	
1.1.8.21	Old Gold and Silver Dealers	42.70	
1.1.8.22	Trades and Occupations	42.70	420.90
1.1.8.23	Salvage Yard or Second Hand Shop or Store Premises	42.70	
1.1.8.24	Pawnbroker	42.70	
1.1.8.25	Wholesale Fruit, Vegetables, etc.		
1.1.8.25.1	Ontario Residents	42.70	168.75
1.1.8.26	Professions	42.70	151.50
1.1.8.27	Transient Traders		599.25
1.1.8.28	Transportation including bussing but excluding taxis	42.70	151.50
1.1.8.29	Hotel/Motel	42.70	

## 1.2 Lottery Licenses - For Each License Issued

1.2.1	Raffle Prize Value to \$50,000	3% of Prize Value
1.2.2	Bingo Prize Value to \$5,500	3% of Prize Value
1.2.3	Break Open Ticket	3% of Prize Value
1.2.4	Bazaars - per license	5.00
1.2.4.1	Bazaar - up to 3 wheels of fortune	10.00 per wheel
1.2.4.2	Bazaar Bingo Prize Value to \$500	3% of Prize Value
1.2.4.3	Bazaar Raffle Prize Value to \$500	3 % of Prize Value

## 1.3 Other Charges

1.3.1	Tax Certificate - Each One	58.65	
1.3.2	Duplicated Receipts - Each One	6.10	
1.3.3	History of Account Transactions	Actual Costs	
1.3.4	Dishonoured Cheques - Each	30.25	
1.3.5	Photocopies		
1.3.5.1	Letter and Legal Size	0.55	
1.3.5.2	11" x 17"	1.00	
1.3.5.3	Certified as True Copy (per signature)	5.50	
1.3.6	Fax - Send/Receive		
1.3.6.1	First Page	2.25	
1.3.6.2	Each Additional	1.00	
1.3.7	Commissioning Oaths & Affidavits		
1.3.7.1	Completed Documents - One Signature	11.15	16.90
1.3.7.2	Per Signature/Initial where more than one signature is requested	5.55	8.40
1.3.8	Utility Bill Inserts	.06/item	

		Resident	Non-Resident
1.3.9	Vital Statistics Administration Fee		
1.3.9.1	Still Birth Registration	30.25	
1.3.9.2	Death Registration	31.05	
1.3.10	Marriage Licence/Ceremony		
1.3.10.1	Marriage Licence	136.25	136.25
1.3.10.2	Civil Marriage Ceremony	315.25	394.00
1.3.10.3	Civil Marriage Ceremony (After Office Hours at Civic Centre)	367.75	459.70
1.3.10.4	Civil Marriage Ceremony (Weekends other than at Civic Centre)	367.75	459.70
1.3.10.5	Marriage Ceremony Outside of Town * See Below	514.85	514.85
1.3.10.6	Attendance at Wedding Rehearsal * See Below	51.00	63.80
1.3.10.7	Renewal of Wedding Vows * See Below	Same fee as marriage services above less \$50.00	
	*Plus, where applicable, travel time and distance charges on a return basis as per Town Travel Policy		
1.3.11	Application for Closure of		
1.3.11.1	Road or Lane - Deposit	588.45	
1.3.11.2	On Completion of Closure	Actual Costs less Deposit	
1.3.11.3	Sale of Lane or Roadway Closed	1.00/sq. ft. or as directed by council otherwise	
1.3.12	Utility Arrears Letter	31.10	
1.3.13	Committee Room Rental (External Groups)	52.55	
1.4	Tax Sale - Administrative Charges		
1.4.1	File Preparation, Searches, to completion tax arrears certificate	234.65	
1.4.2	Preparation & Registration of Tax Arrears Certificate	234.65	
1.4.3	Regulatory Sub-Searches	117.30	
1.4.4	Processing of First Notice	178.50	
1.4.5	Processing of Treasurer's Statutory Declaration re: 1st Notice	117.30	
1.4.6	Registration of Statutory Declaration	117.30	
1.4.7	Processing of Cancellation Certificate	117.30	
1.4.8	Registration of Cancellation Certificate	117.30	
1.4.9	Processing of Extension Agreement	234.65	
1.4.10	Processing Final Notice	178.50	
1.4.11	Processing Treasurer's Statutory Declaration re: Final Notice	117.30	
1.4.12	Sale process	234.65	
1.4.13	Legal Fees as they apply to any process	actual	
1.4.14	Mailing Costs as they apply to any process	actual	
2.0	Planning & Development (Plus applicable taxes) Effective January 1, 2014		
2.1	Building/Demolition Permits		
2.1.1.1	Garages, Accessory Use Buildings, Covered Decks	0.40/sq.ft.	
2.1.1.2	Uncovered Decks, Sheds, Temporary Structures	0.25/sq.ft.	
2.1.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)		
2.1.1.3.1	Main Floor	0.80/sq.ft.	
2.1.1.3.2	Basement	0.64/sq.ft.	
2.1.1.3.3	Each Additional Floor	0.40/sq.ft.	
2.1.2	All Other Construction Not Conforming to the Above Fee Schedule		
2.1.2.1	1st \$1,000 of Value	54.55	
2.1.2.2	Each Additional \$1,000 of Value or Part Thereof	10.90	
2.1.2.3	Progress Reports	87.25	

		Resident	Non-Resident
1.3.9	Vital Statistics Administration Fee		
1.3.9.1	Still Birth Registration	31.05	
1.3.9.2	Death Registration	31.05	
1.3.10	Marriage Licence/Ceremony		
1.3.10.1	Marriage Licence	136.25	136.25
1.3.10.2	Civil Marriage Ceremony	315.25	394.00
1.3.10.3	Civil Marriage Ceremony (After Office Hours at Civic Centre)	367.75	459.70
1.3.10.4	Civil Marriage Ceremony (Weekends other than at Civic Centre)	367.75	459.70
1.3.10.5	Marriage Ceremony Outside of Town * See Below	514.85	514.85
1.3.10.6	Attendance at Wedding Rehearsal * See Below	51.00	63.80
1.3.10.7	Renewal of Wedding Vows * See Below	Same fee as marriage services above less \$50.00	
	*Plus, where applicable, travel time and distance charges on a return basis as per Town Travel Policy		
1.3.11	Application for Closure of		
1.3.11.1	Road or Lane - Deposit	588.45	
1.3.11.2	On Completion of Closure	Actual Costs less Deposit	
1.3.11.3	Sale of Lane or Roadway Closed	1.00/sq. ft. or as directed by council otherwise	
1.3.12	Utility Arrears Letter	31.10	
1.3.13	Committee Room Rental (External Groups)	52.55	
1.4	Tax Sale - Administrative Charges		
1.4.1	File Preparation, Searches, to completion tax arrears certificate	234.65	
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1.4.12	Sale process	234.65	
1.4.13	Legal Fees as they apply to any process	actual	
1.4.14	Mailing Costs as they apply to any process	actual	
2.0	Planning & Development (Plus applicable taxes) Effective January 1, 2014		
2.1	Building/Demolition Permits		
2.1.1.1	Garages, Accessory Use Buildings, Covered Decks	0.40/sq.ft.	
2.1.1.2	Uncovered Decks, Sheds, Temporary Structures	0.25/sq.ft.	
2.1.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)		
2.1.1.3.1	Main Floor	0.80/sq.ft.	
2.1.1.3.2	Basement	0.64/sq.ft.	
2.1.1.3.3	Each Additional Floor	0.40/sq.ft.	
2.1.2	All Other Construction Nor Conforming to the Above Fee Schedule		
2.1.2.1	1st \$1,000 of Value	54.55	
2.1.2.2	Each Additional \$1,000 of Value or Part Thereof	10.90	
2.1.2.3	Progress Reports	87.25	

		Resident	Non-Resident
2.1.2.4	Conditional Permit	231.05	
2.1.2.5	Re-Inspection Fee	87.25	
2.1.2.6	Special Call Out Services	Applicable Rates (Time & OH)	
<b>2.2</b>	<b>Plumbing Inspection Fee</b>		
2.2.1	Per Fixture	10.90	
<b>2.3</b>	<b>Change of Use</b>	57.80	
<b>2.4</b>	<b>Residential Demolition</b>	54.55	
<b>2.5</b>	<b>Administration Fee</b>		
2.5.1	Construction/Demolition Commenced Prior to Issuance of Building Permit	115.55 Greater of \$115.55 or 10% of Building or Demolition Permit Fee	
<b>2.6</b>	<b>Transfer of Permit Fee</b>	57.80	
<b>2.7</b>	<b>Application for Deferral of Revocation</b>	57.80	
<b>2.8</b>	<b>Refund of Fees</b>		
2.8.1	Permit Issued but Construction Not Commenced	50%	
2.8.2	Reduction of Refund for Each Field Inspection Performed After Issuance of Permit	5%	
<b>2.9</b>	<b>Moving Permit Fees</b>		
2.8.1	Single Trip	87.25	
2.8.2	Single Short Term Job	115.65	
2.8.3	Single Job - 6 Months	231.20	
2.8.4	Annual Permit	462.35	
<b>2.10</b>	<b>Sign Permit Fee</b>		
2.10.1	Permanent Sign Fee	57.80	
2.10.2	Mobile Sign - 30 Day Permit	10.50	
2.10.3	Mobile Sign - 90 Day Permit	26.25	
2.10.4	Mobile Sign - 180 Day Permit	52.50	
<b>2.11</b>	<b>Swimming Pool Permit Fee</b>	57.80	
<b>2.12</b>	<b>Animal Control</b>		
2.12.1	2.12.1.1 Dog License - Spayed/Neutered	24.00	
	2.12.1.2 Dog License - Unspayed/Non-Neutered	34.85	
	2.12.1.3 Replacement for Lost Tag	17.50	
2.12.2	Impound Fee	75.25	
<b>2.13</b>	<b>Private Parking Spaces (Rented)</b>		
2.13.1	Annual Fee Each	370.70	
<b>2.14</b>	<b>Portage Avenue Municipal Parking Lot</b>		
2.14.1	Rental of Reserved Parking Space 1st One Per Month	35.95	

	Resident	Non-Resident
2.14.1.1 Each Per Year	359.55	
2.14.2 Unreserved Parking Spaces - Daily	2.00	
2.15 Metered On-Street Parking	1.00 Hour	
2.16 Loading Zone - Annual Fee Each	370.70	
2.17 Church Loading Zone - Annual Fee Each	69.70	
2.18 Planning Fees		
2.18.1 Official Plan Amendment	2,312.90	
2.18.2 Zoning By-Law Amendment	1,733.15	
2.18.3 Removal of "H" Symbol	1,155.45	
2.18.4 Temporary Use By-Law	1,155.45	
2.18.4.1 Extension to Temporary Use By-Law	346.70	
2.18.5 Application for Subdivision/Condominium	2,888.60	
2.18.5.1 Amendment to Subdivision/Condominium	577.70	
2.18.6 Consent (i.e. new lot, easement, lot addition, etc.)	521.15	
2.18.6.1 Successive Applications (related property)	261.60	
2.18.6.2 Additional Fee if easement, ROW included	261.60	
2.18.7 Minor Variance / Special Permission	288.85	
2.18.8 Acknowledgement, Undertaking & Indemnification	57.20	
2.18.9 Site Plan Agreement	926.50	
2.18.9.1 Amendment to Site Plan Agreement	288.85	
2.18.10 Letters of Compliance and/or Information		
2.18.10.1 Letter of Compliance	57.80	
2.18.10.2 Requests for Information Relative to Building Permit Activity, Work Orders or Occupancy Permits	57.80	
2.18.11 Encroachment Agreement or other land use agreement not listed elsewhere	346.65	
2.18.12 Validation of Title / Power of Sale	288.85	
2.18.13 GIS. maps (each)	12.10	
2.18.14 Reschedule Public Meeting (at applicant's request) all planning applications	288.85	
2.18.15 Deeming By-Law (applies to second and successive lot)	57.80	
2.18.16 Land Titles, Ontario Municipal Board, Solicitor or Planner's Fees if applicable, excessive staff time	Cost Recovery Basis	
2.18.17 Pre-consultation fee pertaining to 2.18.1, 2.18.2, 2.18.3, 2.18.4, 2.18.5	10% of applicable fee	
"applied to applicable fee as noted upon receipt of completed application"		
2.18.18 Assign Property Address	57.80	
3.0 Community Services - Plus Applicable Taxes		
3.1 Day Care and Private Home Day Care		
3.1.1 Child Care Rates - Residents (Effective June 1, 2014)	<u>1st Child</u>	<u>2nd Child</u>
3.1.1.1 Full Day (4 or more hours)	40.45	24.25
3.1.1.2 Half Day (no lunch - > 2 hrs < 4 hrs)	24.25	21.10
3.1.1.3 Half Day (with lunch - > 2 hrs < 4 hrs)	27.45	24.00
3.1.1.4 Lunch (lunch and lunch care supervision)	10.45	9.10

		Resident	Non-Resident
3.1.1.5	Hourly (2 hrs or less) Excludes school Age Children	6.55	3.90
3.1.1.6	Before School	7.45	7.45
3.1.1.7	After School	13.40	13.40
3.1.1.8	Before & After School	20.80	20.80
3.1.1.9	Before & After School & Lunch	27.50	24.25
3.1.1.10	Full Day - Holidays - SA Program	37.25	24.25

\*\* The third, fourth and additional child's rate will be the same as the second child rate excluding before school and after school

\*\* The second, third and additional child's rate will be the same as the first child rate for before school, after school and before & after school.

\*\* Eligible residents will receive an 8% reduction in the above fees.

### 3.2 Fort Frances Memorial Arena

#### 3.2.1 Rink Board Advertising Rates

	Annual
3.2.1.1 One Rink	383.50
3.2.1.2 Both Rinks	646.00
3.2.1.3 Zamboni	1,072.00

#### 3.2.2 Ice Surface Rentals

Prime Time - Opening to 8:00 A.M. Mon - Fri; 3:30 P.M. to Close. Mon - Fri;  
Opening to Close Sat & Sun

3.2.2.1 Youth June 1, 2014	92.65	115.80
3.2.2.2 Adult June 1, 2014	139.10	173.85
*Non-Resident rate for hockey and figure skating programs		33.65

#### Ice Surface Rentals

Non Prime Time - 8:00 A.M. to 3:30 P.M. Mon - Fri (Excluding Holidays,  
School Breaks & Tournaments)

3.2.2.3 Youth June 1, 2014	72.65	90.85
3.2.2.4 Adult June 1, 2014	111.35	139.10

#### 3.2.3 Summer Ice

3.2.3.1 Youth June 1, 2014	111.35	139.10
3.2.3.2 Adult June 1, 2014	166.60	208.25

#### 3.2.4 Tournament

3.2.4.1 Youth June 1, 2014	110.10	137.60
3.2.4.2 Adult June 1, 2014	150.80	188.50

#### 3.2.5 Open Skates (Public, Shiny, etc.)

3.2.5.1 Youth June 1, 2014	3.80	4.75
3.2.5.2 Student June 1, 2014	5.20	6.50
3.2.5.3 Adult June 1, 2014	6.75	8.40
3.2.5.4 Senior June 1, 2014	5.75	7.15

\* Family Skates - Only the Adult(s) Pay

### 3.3 Pool/Fitness Centre - Memberships - Effective June 1, 2014

#### 3.3.1 Adult

3.3.1.1 Annual	462.70	578.40
3.3.1.2 Six Months	300.80	375.95
3.3.1.3 Three Months	162.95	203.70
3.3.1.4 One Month	70.60	88.25
3.3.1.5 Daily	6.75	8.45

#### 3.3.2 Student

3.3.2.1 Annual	229.90	287.40
3.3.2.2 Six Months	155.45	194.30

			Resident	Non-Resident
	3.3.2.3	Three Months	83.30	104.15
	3.3.2.4	One Month	48.80	61.00
	3.3.2.5	Daily	5.20	6.50
<b>3.3.3</b>	<b>Child</b>			
	3.3.3.1	Annual	73.05	91.30
	3.3.3.0	Daily	3.80	4.75
<b>3.3.4</b>	<b>Family - Annual</b>			
	3.3.4.1	Adult	462.70	578.40
	3.3.4.2	Spouse	385.60	482.05
	3.3.4.3	Student	198.25	247.80
	3.3.4.4	Child	61.60	77.00
<b>3.3.5</b>	<b>Senior</b>			
	3.3.5.1	Annual	393.30	491.60
	3.3.5.2	Six Month	255.65	319.55
	3.3.5.3	Three Month	138.50	173.15
	3.3.5.4	One Month	60.00	75.00
	3.3.5.5	Daily	5.70	7.15
<b>3.3.6</b>	<b>Locker Fees</b>			
	3.3.6.1	Locker - 6 Months	41.50	51.90
	3.3.6.2	Locker - Annual	62.30	77.85
<b>3.4 Pool Rental Rates - Effective June 1, 2014</b>				
<b>3.4.1</b>		MEC (Per Hour)	92.90	
<b>3.4.2</b>	3.4.2.1	Swim Club - contracted	67.50	
	3.4.2.2	Additional Hours	78.90	
<b>3.4.3</b>		One Lane	24.90	
<b>3.4.4</b>		Lifeguard	18.70	
<b>3.4.5</b>	3.4.5.1	One Guard Pool Rental	92.90	116.10
	3.4.5.2	Two Guard Pool Rental	111.30	139.15
	3.4.5.3	Three Guard Pool Rental	130.00	162.50
	3.4.5.4	Four Guard Pool Rental	148.45	185.55
	3.4.5.5	Five Guard Pool Rental	168.70	210.85
	3.4.5.6	One Instructor	93.95	
<b>3.5 Swimming Lesson Rates - June 1, 2014</b>				
<b>3.5.1</b>	Red Cross Lessons (9)		67.60	84.50
<b>3.5.2</b>	Private Lessons per time		18.50	23.15
<b>3.5.3</b>	Lifesaving		74.40	93.00
<b>3.5.4</b>	Combo Class		76.80	96.05
<b>3.5.5</b>	Bronze Star		78.90	98.60
<b>3.5.6</b>	Bronze Medallion & Emergency First Aid Book		115.75	144.70
<b>3.5.7</b>	Bronze Cross & Standard First Aid		81.20	101.55
<b>3.5.8</b>	Leaders		Market price	plus 25%
<b>3.5.9</b>	National Life Services		Market price	plus 25%
<b>3.5.10</b>	Board of Education - 10 Lessons		43.85	54.80
<b>3.5.11</b>	AquaFit & Aerobics (Per Class)		5.20	6.50
<b>3.5.12</b>	Senior AquaFit & Aerobics		4.40	5.50

	Resident	Non-Resident
<b>3.6 52 Canadians Walking Track (6:00 a.m. - 3:30 p.m.) Effective June 1, 2014</b>		<u>Non-Resident</u>
3.6.1 Seasonal Pass (September - April)		93.70
3.6.2 Daily		2.60
<b>3.7 Auditorium - June 1, 2014</b>		
3.7.1 Base Rate/event	185.00	231.30
3.7.2 Hourly	41.00	51.25
3.7.3 Social/Wedding (incl. Kitchen)	405.35	506.70
3.7.4 Tournament Rate	289.85	362.35
<b>3.8 East End Hall - June 1, 2014</b>		
3.8.1 Base Rate	87.20	109.00
3.8.2 Socials/Weddings	190.75	238.40
<b>3.9 MSC Conference Meeting Rooms - June 1, 2014</b>		
3.9.1 Meeting	17.65	22.05
3.9.2 Daily Rate (Tournament/Special Event)	58.65	73.30
<b>3.10 Arena Floors (no Ice) - June 1, 2014</b>		
3.10.1 Ice for Kids (600 people)	578.20	722.70
3.10.2 Ice for Kids (600 people) with Liquor License	762.20	952.70
3.10.3 Ice for Kids (up to 1200 people)	717.00	896.25
3.10.4 Ice for Kids (up to 1200 people) with Liquor License	902.05	1,127.55
3.10.5 52 Canadians (up to 600 people)	520.05	650.05
3.10.6 52 Canadians (up to 600 people) with Liquor License	681.70	852.15
3.10.7 52 Canadians (up to 1200 people)	644.35	805.45
3.10.8 52 Canadians (up to 1200 people) with Liquor License	806.30	1,007.85
3.10.9 Both Floors (up to 1800 people)	939.40	1,174.30
3.10.10 Both Floors (up to 1800 people) with Liquor License	1,252.40	1,565.50
3.10.11 Both Floors (Maximum Capacity)	1,064.00	1,330.00
3.10.12 Both Floors (Maximum Capacity) with Liquor License	1,376.70	1,720.85
<b>3.11 Ball Diamonds / Soccer Fields - April 1, 2014</b>		
3.11.1 Youth Soccer/ Baseball - Half field - Per Team	127.95	159.90
3.11.2 Youth Soccer - Full Field - Per Team	185.05	231.30
3.11.3 Adult Soccer - Per Team	300.80	375.95
3.11.4 Adult Slow Pitch - Per Team	346.95	433.70
3.11.5 Tournament - Youth - Per Team	35.30	44.10
3.11.6 Tournament - Adult - Per Team	46.45	58.05
3.11.7 Fastball	300.80	
*Non Resident Fee for Soccer/Baseball*		16.80
<b>3.12 Other Courses and Services - June 1, 2014</b>		
3.12.1 Babysitting Course	47.40	59.25
3.12.2 First Aid Course - 8 hour	91.35	114.20
3.12.3 First Aid Course - 13 hour	101.45	126.85
3.12.4 Manual	33.20	41.50
3.12.5 SIP - Tape Rental (\$100 deposit)	33.20	41.50

		Resident	Non-Resident
3.12.6	Photocopies Letters & Legal size	0.60 /each	
<b>3.13</b>	<b>Sorting Gap Marina - May 1, 2014</b>		
3.13.1	Sorting Gap - Slip Rental - Per Season	378.75	474.70
3.13.2	River Front - Slip Rental - Per Season	287.85	360.55
3.13.3	Daily (overnight)	9.35	11.70
3.13.4	Weekly	46.20	57.80
3.13.5	Monthly (limited to 2 months)	249.45	311.85
3.13.6	Launch Fees: Daily	7.30	9.10
3.13.7	Launch Fees: Seasonal	52.00	64.90
3.13.8	Launch Fees: Commercial	174.25	217.65
<b>3.14</b>	<b>Summer Youth Programs - June 1, 2014</b>		
3.14.1	Explorers & Getaway		
3.14.1.1	Week	67.05	83.80
	each additional child	61.30	76.65
3.14.1.2	Four Weeks	237.35	296.65
	each additional child	231.35	289.20
3.14.1.3	Full Summer	474.40	593.00
	each additional child	468.40	585.50
3.14.1.4	Summer Wilderness/Youth Wilderness	149.90	187.35
	each additional child	131.90	164.85
3.14.1.5	Junior Wilderness	107.65	134.55
	each additional child	101.90	127.40
3.14.1.6	Sports Camp	114.45	143.05
	each additional child	109.00	136.25
3.14.1.7	Happy Campers	79.55	99.45
	each additional child	74.10	92.65
<b>3.15</b>	<b>Townshend Theatre - June 30, 2014</b>		
3.15.1	Town Recreation Program		
3.15.1.1	Set up & Rehearsal	N/C	
3.15.1.2	First show in Run	N/C + \$1.50 Surtax	
3.15.1.3	Second show same Day	N/C + \$1.50 Surtax	
3.15.1.4	Next show same Run	N/C + \$1.50 Surtax	
3.15.1.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C + \$1.50 Surtax	
3.15.1.6	*Cafeteria Rental with Performance	N/C	
3.15.2	Board of Education		
3.15.2.1	Set up & Rehearsal	N/C	
3.15.2.2	First show in Run	N/C + \$1.50 Surtax	
3.15.2.3	Second show same Day	N/C + \$1.50 Surtax	
3.15.2.4	Next show same Run	N/C + \$1.50 Surtax	
3.15.2.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C + \$1.50 Surtax	
3.15.2.6	*Cafeteria Rental with Performance	N/C	
3.15.3	Community Theatre		
3.15.3.1	Set up & Rehearsal - 7 hours	137.70	
3.15.3.2	First show in Run - 7 hours	270.35 + \$1.50 Surtax	
3.15.3.3	Second show same Day - 12 hours	443.75 + \$1.50 Surtax	

	Resident	Non-Resident
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3.15.3.4	Next show same Run - 7 hours	270.35 + \$1.50 Surtax
3.15.3.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,096.60 + \$1.50 Surtax
3.15.3.6.1	**Cafeteria Rental with Performance	102.00
3.15.3.6.2	**Cafeteria Rental with Performance - Alcohol served	204.00

**3.15.4 Community Use - Religious Groups, Charitable Non-Profit, Music Festivals**

3.15.4.1	Set up & Rehearsal - 7 hours	137.70
3.15.4.2	First show in Run - 7 hours	270.35 + \$1.50 Surtax
3.15.4.3	Second show same Day - 12 hours	443.75 + \$1.50 Surtax
3.15.4.4	Next show same Run - 7 hours	270.35 + \$1.50 Surtax
3.15.4.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	1,096.60 + \$1.50 Surtax
3.15.4.6	**Cafeteria Rental with Performance	102.00
	**Cafeteria Rental with Performance - Alcohol served	204.00

**3.15.5 Commercial Use - Business, Dance Schools, Corporations, Political Rallies**

3.15.5.1	Set up & Rehearsal - 7 hours	204.00
3.15.5.2	First show in Run - 7 hours	408.05 + \$1.50 Surtax
3.15.5.3	Second show same Day - 12 hours	637.55 + \$1.50 Surtax
3.15.5.4	Next show same Run - 7 hours	408.05 + \$1.50 Surtax
3.15.5.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	TBN
3.15.5.6	**Cafeteria Rental with Performance	TBN

**3.15.6 Non Resident Rate**

3.15.6.1	Set up & Rehearsal - 7 hours	331.55
3.15.6.2	First show in Run - 7 hours	Min. \$688.60 + \$2.50 Surtax or 20% of Gross Sales
3.15.6.3	Second show same Day - 12 hours	Min. \$1,096.60 + \$2.50 Surtax or 20% of Gross Sales
3.15.6.4	Next show same Run - 7 hours	TBN
3.15.6.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	TBN
3.15.6.6	**Cafeteria Rental with Performance	TBN

\*\* We collect these amounts and remit them to the Board

**3.16 Fort Frances Public Library Effective April 1, 2014 (Plus Applicable Taxes)**

3.16.1	3.16.1.1	Annual Non-Resident Fee	77.75	
	3.16.1.2	6-Month Non-Resident Fee per family	43.95	
3.16.2	3.16.2.1	Temporary Resident Fee - Deposit		
	3.16.2.2	Temporary Resident Fee		
3.16.3	3.16.3.1	Fines for Late Library Material	25 cents /day	Max \$25.00 per Family Library privileges will be suspended if fines reach a maximum of \$20/Card
	3.16.3.2	Late DVD's	1.00 / day	Max 12.00 per DVD
	3.16.3.3	Late Video Games	3.35 / day	Max 12.00 per video gam
3.16.4	Photocopying and Internet/Computer Printing Charges:			
	3.16.4.1	First 10 pages	0.25	each
	3.16.4.2	11 - 20 pages	0.20	each
	3.16.4.3	21 - 49 pages	0.15	each
	3.16.4.4	50 + pages	0.10	each
	3.16.4.5	Colour Photocopies (8 1/2 x 11)	0.75	each
	3.16.4.6	Colour Photocopies (8 1/2 x 14)	1.00	each

		Resident	Non-Resident
	3.16.4.7 Colour Photocopies (11 x 17)	1.50	each
<b>3.16.5</b>	Fax Sending Charges:		
	3.16.5.1 First Page	4.05	
	3.16.5.2 Each additional Page	1.00	
<b>3.16.6</b>	Fax Receiving Charges:		
	3.16.6.1 First Page	1.00	
	3.16.6.2 Each additional Page	0.25	
<b>3.16.7</b>	Shaw Community Hub Rental		
	3.16.7.1 Non-Profit Groups - Meeting up to 4 hours	40.80	
	3.16.7.2 Non-Profit Groups - Meeting up to 8 hours	81.60	
	3.16.7.3 Non-Profit Groups - Meeting Entire Day (9:00 am to closing)		
	3.16.7.3 Non-Profit Groups - After Hours Fee	25.50	per hour
	3.16.7.4 Profit Groups - Meeting up to 4 hours	51.00	
	3.16.7.5 Profit Groups - Meeting up to 8 hours	102.00	
	3.16.7.6 Profit Groups - After Hours Fee	25.50	per hour
	3.16.7.7 Cancellation Fee	50% of Rental Fee per day (Based on less than 24 hrs. notification)	
<b>3.16.8</b>	Conferencing Administration		
	3.16.8.1 Teleconferencing Administration Fee	31.60	
	3.16.8.2 Videoconferencing Administration Fee	78.55	
<b>3.17 Emergency Services - See Schedule "B"</b>			
<b>3.18 Fort Frances Museum (Plus Applicable Taxes)</b>			
<b>3.18.1</b>	Research		
	3.18.1.1 Access	9.20	
	3.18.1.2 Staff - initial inquiry	14.95	
	3.18.1.3 Additional time	37.25	per hour
<b>3.18.2</b>	Duplication		
	3.18.2.1 Handling	5.10	
	3.18.2.2 Copying	0.60	per sheet
	3.18.2.3 Digital copy	7.95	
	3.18.2.4 Copy right fee for commercial uses - Photographing Artefacts	37.60	
<b>3.18.3</b>	Admission Victoria Day to Thanksgiving (Peak Season)		
	3.18.3.1 Special Events - Adult	3.70	
	3.18.3.2 Senior/Under 12 Fee	2.70	
	3.18.3.3 Maximum Family Fee	11.05	
	3.18.3.4 School/Public Activity Program	3.70	per student
	3.18.3.5 Admission - Off Peak Season	Free Will Donation	
<b>3.18.4</b>	Rental		
	3.18.4.1 Per Day	26.25	
	3.18.4.2 Per Evening	15.80	
	3.18.4.3 Court Yard	15.80	
<b>3.19 Sunny Cove Camp - May 1, 2014</b>			
<b>3.19.1</b>	3.19.1.1 Daytime	545.40	
	3.19.1.2 Overnight	984.75	

		Resident	Non-Resident
<b>4.0</b>	<b>Operations &amp; Facilities - (Plus Applicable Taxes)</b>		
<b>4.1</b>	<b>Private Work - Effective January 1, 2014</b>		
<b>4.1.1</b>	<b>Labour</b>		
4.1.1.1	Regular Hourly Rate	40.42	50.53
4.1.1.2	Overtime Labour Rate	60.63	75.79
4.1.1.3	Double Overtime Labour Rate	80.84	101.05
<b>4.1.2</b>	<b>Vehicle Rates</b>		
4.1.2.1	All 1/2 tons, 3/4 tons, crew cabs, compacts & vans	21.01	26.26
4.1.2.2	V109 - Sand Truck	78.51	98.14
4.1.2.3	V110 - Dump/Plow Truck	36.19	45.24
4.1.2.4	V115 - Sander/Plow Truck	87.66	109.58
4.1.2.5	V122 - Tandem Truck	78.51	98.14
4.1.2.6	V121 - Tandem Truck	78.51	98.14
<b>4.1.3</b>	<b>Equipment Rates - includes labour</b>		
4.1.3.1	E205 & E207 Graders	106.80	133.50
4.1.3.2	E206 - Vacuum/Pressure Truck	226.74	283.43
4.1.3.3	E305 - Sidewalk Machine c/w any attachment	99.27	124.09
4.1.3.4	E309 - Hyundai Backhoe	121.83	152.29
4.1.3.5	E313 - Large Snow Blower & Loader	124.80	156.00
4.1.3.6	E318 - Cat 930H Loader	90.85	113.56
4.1.3.7	E315 - Loader Bobcat	86.56	108.20
4.1.3.8	E317 - Cat Loader	90.85	113.56
4.1.3.9	E321 - Loader/Backhoe	83.49	104.36
4.1.3.10	E597 - Ingersoll Rand Packer	110.59	138.24
4.1.3.11	E713 - Low Pressure Steamer w half ton truck	131.98	164.98
4.1.3.12	E726 - Rigid Drain Cleaning Machine w half ton truck	105.07	131.34
4.1.3.13	E816 - Street Sweeper	124.48	155.60
4.1.3.14	E830 - DBH Thawing Machine w 3/4 ton truck	155.28	194.10
4.1.3.15	E831 - Pulse De-Icer (Thawing Machine)	116.45	145.56
4.1.3.16	E838 - Air Compressor w 3/4 ton truck	90.61	113.26
<b>4.1.4</b>	<b>Private Concrete Crossing or Sidewalk Replacement for Private Crossing</b>		
4.1.4.1	Removal, Supply and Installation of Concrete Driveway per square ft.	17.53	per sq. ft.
4.1.4.2	Culvert	Cost Plus - Max \$156.39	per foot
4.1.4.3	Removal of Concrete Driveway Crossing Only - per square ft.	5.78	per sq. ft.
4.1.4.4	Removal of High-back Concrete Curb & Gutter and Replace with Low-back Concrete Curb & Gutter for New Driveway Crossing Installation - per linear ft.	36.73	per linear sq. ft.
4.1.4.5	Removal of Low-back Driveway Concrete Curb & Gutter and Replace with High-back Concrete Curb & Gutter when Removing Driveway Crossing - per linear ft.	36.73	per linear sq. ft.
<b>4.1.5</b>	<b>Engineering Services - Minimum One Hour - by Customer Request</b>		
4.1.5.1	Televising Sewer - Regular Hourly Rate	180.45	
4.1.5.2	Televising Sewer - Overtime Hourly Rate	360.91	
4.1.5.3	Tracing Water/Sewer - Regular Hourly Rate	120.30	
4.1.5.4	Tracing Water/Sewer - Overtime Hourly Rate	240.61	
4.1.5.5	Setting Lot Grade Only - Regular Hourly Rate (Per Lot Grade)	108.51	
4.1.5.6	Copying Blue prints (Each)	12.97	
4.1.5.7	Hardcopy GIS Drawing or Map size 8.5" x 11"	5.45	

		Resident	Non-Resident
4.1.5.8	Hardcopy GIS Drawing or Map size 11" x 17"	10.90	
4.1.5.9	Hardcopy GIS Drawing or Map size 24" x 36"	27.25	
4.1.5.10	Digital Aerial Photography - ecw format only	1,089.94	
4.1.5.11	GIS shape files - per infrastructure layer	272.49	
4.1.5.12	GIS shape files-base map - property lines & addresses	272.49	
<b>4.2</b>	<b>Landfill Tipping Fees - see Schedule "C"</b>		
<b>4.3</b>	<b>Sewer &amp; Water Installation - see Schedule "D"</b>		
<b>4.4</b>	<b>Stores</b>		
4.4.1	Sale of Items to private sector	Cost Plus + 35%	
4.4.2	Backyard Composters	Cost	
<b>4.5</b>	<b>Airport - Effective January 1, 2014 (Plus Applicable Taxes)</b>		
4.5.1	Fees		
4.5.1.1	Office/square meter	358.20	
4.5.1.2	Counter/square meter	358.20	
4.5.2	Aviation Fuels		
4.5.2.1	100LL	Adjusted Quarterly	
4.5.2.2	Jet-A	Adjusted Quarterly	
4.5.2.3	Aviation Oils	Cost + 45%	
4.5.3	Aircraft Landing Fees		
4.5.3.1	Piston Aircraft	13.00	
4.5.3.2	Medivac & All Government Aircrafts	202.00	
4.5.3.3	Turbine Aircraft - minimum fee	13.00	
4.5.3.4	<21,000 kgs - Gross Weight x	3.77	
4.5.3.5	21,000 - 45,000 kgs - Gross Weight x	3.77	
4.5.3.1	Airpot Landing Fees - International Flights		
4.5.3.1.1	Piston Aircraft	33.00	
4.5.3.1.2	Turbine Aircraft - minimum fee	33.00	
4.5.3.1.3	<21,000 kgs - Gross Weight x	8.08	
4.5.3.1.4	21,000 - 45,000 kgs - Gross Weight x	8.08	
	Airport Parking Fees		
4.5.4	4.5.4.1 <4,999 kgs/day	11.00	
	4.5.4.2 <4,999 kgs/month	83.43	
	4.5.4.3 5,000 - 9,999 kgs/day	17.44	
	4.5.4.4 5,000 - 9,999 kgs/month	336.85	
	4.5.4.5 10,000 - 29,000 kgs/day	31.28	
	4.5.4.6 10,000 - 29,000 kgs/month	625.57	
4.5.5	Plug-Ins		
4.5.5.1	Heater per day	6.02	
4.5.6	Ground Power Starts (GP)		
4.5.6.1	Bear Skin Airlines	43.36	
4.5.6.2	All Other Aircraft	54.14	
4.5.7	Aircraft De-icing		
4.5.7.1	Bearskin Airlines	42.11 each	
4.5.7.2	Other Aircraft *Plus Cost of Fluid	60.15 each	

		Resident	Non-Resident
<b>4.5.8</b>	General Terminal Fees		
4.5.8.1	0 - 9 seats	16.84	
4.5.8.2	10 - 15 seats	19.25	
4.5.8.3	16 - 25 seats	30.08	
<b>4.5.9</b>	Passenger Facility Charge		
4.5.9.1	Per Person Enplaning	10.47	
<b>4.5.10</b>	Airport Improvement Fee		
4.5.10.1	Outbound Charters per Passenger embarking	10.47	
4.5.10.2	Commerical Charter Ramp Fee per Aircraft	13.40	
<b>4.5.11</b>	Callouts		
4.5.11.1	Callouts	151.56	
<b>4.5.12</b>	Aviation Charts		
4.5.12.1	Aviation Charts	Cost + 40%	
<b>4.5.13</b>	Car Parking Fees/day		
4.5.13.1	Daily Parking	7.50	
4.5.13.2	Monthly Parking Stall	100.00	
4.5.13.3	Yearly Parking Stall	1,100.00	
<b>4.5.14</b>	Land Lease Rates - Unserved		
4.5.14.1	Private - per square meter plus applicable taxes	1.70	
4.5.14.2	Commercial - per square meter plus applicable taxes	2.55	
<b>4.5.15</b>	Advertising Signs		
4.5.15.1	Small Signs per year	106.15	
4.5.15.2	Large Signs per year	117.94	

#### 4.6 Cemetery User Fees - See Schedule "E"

#### 4.7 Parks

<b>4.7.1</b>	Equipment Rental Charges - Labour Not Included		
4.7.1.1	Mower, Riding	15.04	18.80
4.7.1.2	Portable Generator	7.22	9.03
4.7.1.3	Power Saw	7.22	9.03
4.7.1.4	Trailer - Large	12.03	15.04
4.7.1.5	Cement Mixer	12.03	15.04
<b>4.7.2</b>	Equipment Rental Charges - Labour Included		
4.7.2.1	Backhoe	72.18	90.23
4.7.2.2	4200 Tractor & Sweeper	50.53	63.16
4.7.2.3	Stumper (Chipper)	79.40	99.25
4.7.2.4	Snowplow - Ford	45.72	57.15
<b>4.7.3</b>	Point Park Camping Rates		
4.7.3.1	Full Hook-up - per night	28.32	
4.7.3.2	Full Hook-up - per week	145.12	
4.7.3.3	Full Hook-up - per 4 weeks	557.08	
4.7.3.4	Camping Site - per night (Tenting Sites)	15.04	
4.7.3.5	Camping Site - per week (Tenting Sites)	78.25	
4.7.3.6	Camping Site - per month (Tenting Sites)	299.20	
4.7.3.7	Partial Hook-up - per night (No Water)	23.00	
4.7.3.8	Partial Hook-up - per week (No Water)	116.09	
4.7.3.9	Partial Hook-up - per 4 weeks (No Water)	445.67	

		Resident	Non-Resident
4.7.3.10	Cost for Utilities per day for Local First Nations Band Members (Couchiching, Naicatchewenin, Nicickousemenecaning & Mitaanjigamiing)	7.07	

**5.0 Water & Sewer User Rates - See Schedule "D"**

**TOWN OF FORT FRANCES**  
**SCHEDULE OF FEES**  
**SCHEDULE "B"**

**3.17 Emergency Services - January 1, 2014 (Plus Applicable Taxes)**

**3.17.1 Administration**

3.17.1.1	Copy of Fire Reports	67.35
3.17.1.2	Letter of Compliance or Approval for Properties	67.35
3.17.1.3	File Search, Written Report and Records on Properties	67.35
3.17.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	67.35

**3.17.2 Property Inspection Request - by Owner or Business Operator**

3.17.2.1	Private Home Day Care Facilities (5 or less)	67.35
3.17.2.2	Licensed Day Care Centres (more than 5)	87.75
3.17.2.3	Special Care and Group Homes (3 or less)	67.35
3.17.2.4	Special Care and Group Homes (more than 3)	87.75
3.17.2.5	Inspections required by/for LCBO Licensing	120.40
3.17.2.6	Lodging House	67.35
3.17.2.7	Occupancy Load Calculation and Posting	87.75
3.17.2.8	Private Nursing Homes	120.40
3.17.2.9	Fire Inspections of Educational Institutions	N/C
3.17.2.9.1	Base Inspection	120.40
3.17.2.9.2	Each Classroom Additional	5.05
3.17.2.9.3	Portable Classrooms	67.35
3.17.2.10	Assembly Occupancies <60 persons	67.35
3.17.2.11	Assembly Occupancies >61 persons	67.35
3.17.2.12	Industrial/Commercial Single Tenant or Occupancy	120.40
3.17.2.13	Residential/Commercial - Multi Occupancy Complex	120.40
3.17.2.14	Residential/Apartment or Condominium Building	120.40
3.17.2.15	Office/Commercial Retrofit Inspections	120.40
3.17.2.16	Additional Inspection for incompleteness or initial follow-up	120.40
3.17.2.17	Inspection - All Properties	67.35

**3.17.3 Special Occasions Inspections**

3.17.3.1	Mandated Fire Code inspection (tents/marquee)	67.35
3.17.3.2	Mandated Fire Code inspection (fireworks permits)	120.40
3.17.3.3	Public Vendors - Commercial Establishments	67.35
3.17.3.4	Public Vendors - Vendors from Outside Municipality	233.60
3.17.3.5	Public Vendors - Service Clubs	N/C
3.17.3.6	Misc. inspections not otherwise specified - per hour	67.35

**3.17.4 Other Service Fees/Charges**

3.17.4.1	Burning Permits - Residential 7 day	12.80
3.17.4.2	Burning Permits - Commercial/Industrial - each burn	116.15

3.17.4.3	Open Air Burning Violations	As per Burning By-Law
3.17.4.4	Extinguishing Fire were no permit obtained; out of control	410.00 for apparatus per hour plus wages plus 15% resident administration fee
3.17.4.5.1	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)	410.00 for 1st hour then \$205.00 for every 1/2 hour thereafter
3.17.4.5.2	Standby requests other than emergency response (per vehicle)	410.00 per hour
3.17.4.6	Training Services - per hour	67.35 plus costs
3.17.4.7	Air Bottle Refills - other Fire Services	12.80 per bottle
3.17.4.8	Air Bottle Refills - Scuba, Private, Provincial, Industry	17.85 per bottle
3.17.4.9	Fire Service Training Outside Municipal Boundaries	67.35 per hour plus costs
3.17.4.10	Fire Service Fire Prevention Programs Outside Municipal Boundaries	67.35 per hour plus costs
3.17.4.11	Fire Service Administration Outside Municipal Boundaries	67.35 per hour plus costs
3.17.4.12	Fire Protection Outside Municipal Boundaries	As per Contract
3.17.4.13	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee
3.17.4.14	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee

**3.17.5 Emergency Services Response Calls**

3.17.5.1	Fire Response to Structural Fires	N/C
3.17.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	410.00 per apparatus for first hour; 205.00 per apparatus for every 1/2 hr thereafter or part thereof; as per MTO Rates
3.17.5.3	Auto Extrication Services within the Rainy River District	410.00 per hour
3.17.5.4	Motorized Vehicle Fires	N/C
3.17.5.5	False Alarms (1st & 2nd in a three month period)	N/C
3.17.5.6	Third False Alarm (after 3-call outs in a calendar year)	410.00 per apparatus per hour
3.17.5.7	For each Proceeding False Alarm (Within the Calendar Yr)	111.10

**TOWN OF FORT FRANCES**  
**SCHEDULE OF FEES**  
**SCHEDULE "C"**

**4.2 Landfill Tipping Fees (No HST) - Effective January 1, 2014**

Flat Rate Period when Scale is <b>not</b> in operation		
<b>4.2.1</b>	4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars 18.00
		Trucks include - Compact Trucks, Half Ton Trucks, Mid-size
	4.2.1.2	Trucks and Full size vans with no seats 19.80
		Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a
	4.2.1.3	single axle trailer 28.20
	4.2.1.4	Single Axle Trucks 91.60
	4.2.1.5	Tandem Trucks and Trailers 228.90
	4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers 274.70
Fees to be used when Scale is in operation.		
<b>4.2.2</b>	4.2.2.1	Minimum charge 18.00
	4.2.2.2	Rate per Tonne 66.30
	4.2.2.3	Weighing Vehicle Only 29.80
	4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne 3.65
	4.2.2.5	Car Tires - each 8.00
	4.2.2.6	Truck Tires - up to and including 18 wheelers 18.70
	4.2.2.7	Off Road Tires (anything over 18 wheelers) 93.50
	4.2.2.8	Tires by the Tonne 466.95
	4.2.2.9	Refrigeration Units Containing Refrigerant 38.90
		or no notification sticker affixed to the unit
Bag Tags		
<b>4.2.3</b>	4.2.3.1	Bag Tags each 2.25

## TOWN OF FORT FRANCES

## SCHEDULE OF FEES

## SCHEDULE "D"

**4.3 Sewer & Water Installation - Effective January 1, 2014 - plus Applicable Taxes**

4.3.1	Installation and Termination - Per Trench	
		Cost Plus + 10% + Road Restoration
4.3.1.1	If water and sewer are in separate trenches or same trenches	
4.3.2	Terminations of Services	
4.3.2.1	Inspecting the termination prior to backfilling	42.50
4.3.3	Reconnection of Services	
4.3.3.1	Inspecting the reconnection prior to backfilling	42.50
4.3.3.2	Regular request to turn water on or off (maintenance)	42.50
4.3.3.3	Non-Maintenance Shut off for delinquent accounts - no HST	120.30
4.3.3.4	Non-Maintenance Turn on for delinquent accounts - no HST	120.30
4.3.4	Sale and Installation of Water Meters	
4.3.4.1	Any Size Meter	Cost Plus + 10%
4.3.5	Testing Backflow Devices	

**5.0 Water & Sewer User Rates - Effective January 1, 2014****5.1 Water User Rates - Monthly**

5.1.1	Flat Residential including Churches & Places of Worship (un-metered)	
5.1.2	Metered Non-Residential (4 accounts)	cu meter
5.1.3	Metered - Couchiching First Nations	cu meter
5.1.4	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	
5.1.4.1	13 cu. meters included in the minimum monthly bill for ICI	
5.1.5	Metered - Industry/Commercial	cu meter
5.1.6	Metered - Institutional	cu meter
5.1.7	Private (Re: Dedicated) Hydrants	per unit
5.1.8	Private Sprinkler System	per system
5.1.9	Sale of Water from Fire Hydrant	cu meter
5.1.10	Water Meter Replacement	
5.1.10.1	¾ inch or 20 mm diameter water meter	3.00 per meter
5.1.10.2	1 inch or 25.4 mm diameter water meter	3.25 per meter
5.1.10.3	1.5 inch or 38.1 mm diameter water meter	5.00 per meter
5.1.10.4	2 inch or 50.8 mm diameter water meter	15.00 per meter
5.1.10.5	3 inch or 76.2 mm diameter water meter	17.00 per meter
5.1.10.6	4 inch or 101.6 mm diameter water meter	22.50 per meter
5.1.10.7	6 inch or 152.4 mm diameter water meter	42.00 per meter
5.1.10.8	10 inch or 254 mm diameter water meter	70.00 per meter

**5.2 Sewer User Rates - Monthly**

5.2.1	Flat Residential including Churches & Places of Worship (un-metered)	
5.2.2	Flat Industry/Commercial/Institutional (ICI) (un-metered) and/or Minimum Bill for metered ICI accounts	
5.2.2.1	13 cu. meters included in the minimum monthly bill for ICI	
5.2.3	Metered Non-Resident (4 accounts)	cu meter
5.2.4	Metered - Couchiching First Nations	cu meter
5.2.5	Metered - Industry/Commercial	cu meter
5.2.6	Metered - Institutional	cu meter

TOWN OF FORT FRANCES  
SCHEDULE OF FEES  
SCHEDULE "E"

**CEMETERY OPERATOR: TOWN OF FORT FRANCES**

CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE January 1st, 2014

FOR TWO CEMETERIES: FORT FRANCES CEMETERY- 401 King's Hwy.

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

Contact telephone number 274-9893 Monday to Friday from 8:00 am to 4:00 pm- 900 Wright Avenue

Day to Day Operation contact: Doug Brown Operations and Facilities Manager 274-9893 - 900 Wright Avenue

**A. PRICE LIST PER LOT**

**A.1 Adult Single Lot**

lot Size: 5' x 10' or 50 Square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

And up to six (6) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	\$255.04
Care & Maintenance	\$250.00
<b>Sub-Total</b>	<b>\$505.04</b>
HST	\$65.66
<b>TOTAL</b>	<b>\$570.70</b>

**A.2 Adult Double Lot**

lot Size: 10' x 10' or 100 Square feet

Four (4) Full Burials Allowed - Two (2) MUST be at extra depth (10')

And up to Twelve (12) cremations (depending on size of urn)

Markers to be installed in accordance with the cemetery by-law

Lot	\$507.52
Care & Maintenance	\$250.00
<b>Sub-Total</b>	<b>\$757.52</b>
HST	\$98.48
<b>TOTAL</b>	<b>\$856.00</b>

**A.3 Child (8 years old or under)**

lot Size: 3' x 2' or 6 Square feet

One (1) Full Burial Allowed plus two (2) cremations (depending on urn size)

side by side at foot only or One (1) cremation centred at head and up to

two (2) cremations (depending on urn size) side by side at foot only

Markers to be installed in accordance with the cemetery by-law

Lot	\$102.03
Care & Maintenance	\$150.00
<b>Sub-Total</b>	<b>\$252.03</b>
HST	\$32.77
<b>TOTAL</b>	<b>\$284.80</b>

**A.4 Cremation lot**

lot Size: 2' x 2' or 4 square feet

Up to Two (2) cremations (depending on size of urn)

Flat Markers only allowed on Cremation lots & No Flower Beds allowed due to size

Lot	\$76.50
Care & Maintenance	\$150.00
<b>Sub-Total</b>	<b>\$226.50</b>
HST	\$29.45
<b>TOTAL</b>	<b>\$255.95</b>

**A.5 Veteran lot**

lot Size: 5' x 10' or 50 square feet

Two (2) Full Burials Allowed - One (1) MUST be at extra depth (10')

or Two (2) cremations (depending on size of urn) MAXIMUM 2 INTERMENTS

VETERAN AND SPOUSE ONLY

No charge for Veteran - Interment of Spouse will be the responsibility of the family

**B. UNIT PRICE PER INTERMENT**

**B.1 SUMMER - May 1 to October 31**

B.1.1 Adult Interment	\$714.07
HST	\$92.83
<b>TOTAL</b>	<b>\$806.90</b>

B.1.2 Adult with Vault	\$795.71
HST	\$103.44
<b>TOTAL</b>	<b>\$899.15</b>

B.1.3 Child ( 8 years old or under)	\$280.53
HST	\$36.47
<b>TOTAL</b>	<b>\$317.00</b>

B.1.4 Child ( 8 years old or under) with Vault	\$306.02
HST	\$39.78
<b>TOTAL</b>	<b>\$345.80</b>

B.1.5 Extra Depth 10 ft.	\$795.71
HST	\$103.44
<b>TOTAL</b>	<b>\$899.15</b>

B.1.6 Saturday (above rates +)	\$490.84
HST	\$63.81
<b>TOTAL</b>	<b>\$554.65</b>

B.1.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

### B. UNIT PRICE PER INTERMENT

#### B.2 WINTER - November 1st - April 30th

B.2.1 Adult Interment	\$867.08
HST	\$112.72
<b>TOTAL</b>	<b>\$979.80</b>

B.2.2 Adult with Vault	\$948.67
HST	\$123.33
<b>TOTAL</b>	<b>\$1,072.00</b>

B.2.3 Child ( 8 years old or under)	\$408.05
HST	\$53.05
<b>TOTAL</b>	<b>\$461.10</b>

B.2.4 Child ( 8 years old or under) with Vault	\$489.65
HST	\$63.65
<b>TOTAL</b>	<b>\$553.30</b>

B.2.5 Extra Depth 10 ft.	\$1,034.60
HST	\$134.50
<b>TOTAL</b>	<b>\$1,169.10</b>

B.2.6 Saturday (above rates +)	\$490.84
HST	\$63.81
<b>TOTAL</b>	<b>\$554.65</b>

B.2.7 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering devices

### B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS

#### May 1 to October 31- Only

B.3.1 Cremation < 12" in diameter to Max. 24 inches	\$255.04
HST	\$33.16
<b>TOTAL</b>	<b>\$288.20</b>

B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter	\$408.05
HST	\$53.05
<b>TOTAL</b>	<b>\$461.10</b>

B.3.3 Cremains Placed in Private Marker/Monument Base	\$72.17
HST	\$9.38
<b>TOTAL</b>	<b>\$81.55</b>

B.3.4 Cremains placed in the ground at the same time as full burial interment	\$40.93
HST	\$5.32
<b>TOTAL</b>	<b>\$46.25</b>

B.3.5 Cremains placed in Monument Niche	\$54.51
HST	\$7.09
<b>TOTAL</b>	<b>\$61.60</b>

B.3.6 Disinterment - above rates plus 150% and all applicable taxes

NOTE: All interments include the use of artificial grass and lowering equipment

**C. UNIT PRICE FOR A COLUMBARIUM NICHE**

C.1 Top Two Rows	\$1,124.85
Care & Maintenance	\$168.73
Sub-Total	\$1,293.58
HST	\$168.17
<b>TOTAL</b>	<b>\$1,461.75</b>

Purchase Price of Columbarium Niche includes  
Purchase of Double Niche  
Bronze Plaque and installation  
One Urn Placement or interment

C.2 Middle Four Rows	\$1,389.49
Care & Maintenance	\$208.43
Sub-Total	\$1,597.92
HST	\$207.73
<b>TOTAL</b>	<b>\$1,805.65</b>

Interior shelf space of a niche is 13" wide  
x 10" deep x 8" high, therefore urns to be  
placed in the columbarium can be no bigger  
than 6.5" wide x 10" deep x 8" high.

C.3 Bottom Two Rows	\$926.36
Care & Maintenance	\$138.95
Sub-Total	\$1,065.31
HST	\$138.49
<b>TOTAL</b>	<b>\$1,203.80</b>

C.4 2nd Urn Placement in Niche	\$132.35
HST	\$17.20
<b>TOTAL</b>	<b>\$149.55</b>

**D. UNIT PRICE FOR FLOWER CARE PER LOT**

D.1 Special Care Single - Flowers	\$2,550.27
HST	\$331.53
<b>TOTAL</b>	<b>\$2,881.80</b>

Single Special Care: The flower bed is  
centred to the monument 3 rows of 6 flowers  
- 18 flowers

D.2 Special Care Double - Flowers	\$5,100.53
HST	\$663.07
<b>TOTAL</b>	<b>\$5,763.60</b>

Double Special Care: is two (2) singles  
2 single beds are planted 3 rows x 6 = 18  
flowers - 2 x 18 = 36 flowers

D.3 Annual Care - Adult - Flowers	\$204.03
HST	\$26.52
<b>TOTAL</b>	<b>\$230.55</b>

Single Pillow: Exact same size as single but  
turned in such a way that the bed is wider  
across the base 3 rows x 6 = 18 flowers

D.4 Annual Care - Child - Flowers	\$76.50
HST	\$9.95
<b>TOTAL</b>	<b>\$86.45</b>

Double Pillow: Is positioned along the base  
the same as a single pillow but is larger in  
in 4 rows x 6 = 24 flowers

Annual Care paid for and planted each year  
Special Care is paid for once and is planted  
every year

**E. UNIT PRICE FOR A FOUNDATION FOR A UPRIGHT MONUMENT (MARKER)**

For the Supply, Installation and Inspection of Concrete Foundations for Upright Markers or Monuments	\$ 0.27 per square inch plus HST
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Based on the exact size of the foundation. Where  
the square inches are calculated by adding 6  
inches to both the width and length of the base of  
the Marker or Monument. The Town will only  
accepted foundation orders from June 15th to  
September 15th of each year.

**F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER**

For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$ 0.25 per square inch plus HST
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Based on the exact size of the foundation. Where  
the square inches are calculated by adding 6  
inches to both the width and length of the base of  
the flat Marker. The Town will only accepted  
foundation orders from June 15th to September  
15th of each year.

**G. CARE & MAINTENANCE FOR A FLAT MARKER OR UPRIGHT MONUMENT (MARKER)**

G.1 Flat Markers that measure less than 1116.13 square centimetres or 173 sq. inches	\$0.00
--	--------

G.2 Flat Markers that measure at Least 1,116.13 square centimetres or 173 sq. inches	\$50.00
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G.3 Upright Monument that measure less than 1.22 meters or 4 feet in height and/or length including the base	\$100.00
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G.4 Upright Monument measuring more than 1.22 meters or 4 feet in height and/or length including the base \$200.00

#### H. MISCELLANEOUS CEMETERIES FEES

H.1 For non-residents customers the above list rates plus 40% mark-up and all applicable taxes

Note the only exception to applying the 40% increase for non-residents is care and maintenance fees for markers and lots, these rates are established under the *Funeral, Burial and Cremation Services Act, 2002* and regulations, as amended from time to time

H.2 Funeral Arriving before 9 am and after 3:00 pm \$119.12  
HST \$15.48  
TOTAL \$134.60

H.3 Full Burial Interment Licensing Fee imposed by the province of Ontario \$11.00  
HST \$1.43  
TOTAL \$12.43

Per Full Burial and Cremation Interment - July 1, 2012 to and including June 30, 2014

H.3A Full Burial Interment Licensing Fee imposed by the province of Ontario \$12.00  
HST \$1.56  
TOTAL \$13.56

Per Full Burial and Cremation Interment - July 1, 2014

H.4 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change \$102.04  
HST \$13.26  
TOTAL \$115.30

per change

H.5 Rental of Artificial Grass for off-site interments \$10.22  
HST \$1.33  
TOTAL \$11.55

per off-site interment

H.6 Hourly labour per cemetery worker \$40.44  
HST \$5.26  
TOTAL \$45.70

**General Notes:**

1) Payment is due at the time of purchase - no financing options available

2) For any additional information or clarification, please feel free to contact the cemetery operator as per the contact information outlined at the top of each page of the current price list

100-04/03  
OntarioBy-Law No. 56/13

A by-law authorizing the borrowing of money to meet current expenditures of the council of  
(the "Municipality")

*The Corporation of the  
Town of Fort Frances*

- A. In accordance with subsection 407(1) of the Ontario *Municipal Act*, S.O. 2001, c.25 (the "Act"), the Municipality considers it necessary to borrow the amount of \$ 4,000,000.00 to meet, until taxes are collected and other revenues are received, the current expenditures of the Municipality for the year.
- B. Pursuant to subsection 407(2) of the Act, the total amount borrowed pursuant to this by-law together with the total of any similar borrowings is not to exceed the limits set forth in that subsection or other relevant sections of the Act and if so required under subsection 407(2), the Municipality shall have obtained the approval of the Ontario Municipal Board.

Therefore, the Council of the Municipality enacts as follows:

1. The Head and the Treasurer are authorized on behalf of the Municipality to borrow from time to time from **Canadian Imperial Bank of Commerce** ("CIBC") a sum or sums not exceeding in the aggregate \$ 4,000,000.00 to meet, until taxes are collected, the current expenditures of the Municipality for the year pursuant to subsection 407(1) of the Act, and to execute any documents that are required in connection with the borrowing of the above sum, plus interest, at a rate to be agreed upon from time to time with CIBC, in addition to any reasonable charges of CIBC associated with this borrowing.
2. All sums borrowed pursuant to this by-law, as well as all other sums borrowed pursuant to the Act in this year and in previous years from CIBC for any purpose will, with interest thereon, be a charge upon the whole of the revenues of the Municipality for the current year and for all preceding years as and when this revenue is received.
3. The Treasurer is authorized and directed to apply in payment of all sums borrowed plus interest, all of the moneys collected or received on account in respect of taxes levied for the current year and preceding years or from any other source which may lawfully be applied for this purpose.
4. The Treasurer is authorized to furnish to CIBC a statement showing the nature and amount of the estimated revenues of the Municipality not yet collected and also showing the total of any amounts borrowed that have not been repaid.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



\_\_\_\_\_  
Head of the Municipality

\_\_\_\_\_  
Clerk

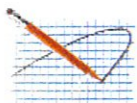
I hereby certify that the foregoing is a true and complete copy of the By-law numbered above of the Municipality in the Province of Ontario, duly passed at a meeting of the Council of the Municipality and that this By-law is in full force and effect.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness the corporate seal



\_\_\_\_\_  
Clerk



Glenn Treftlin/Frances  
02/12/2013 04:32 PM

To info@atikokan.ca, rainyriver@tbaytel.net,  
alberton@jam21.net, chapple@tbaytel.net,  
dawsontwp@tbaytel.net, township@emo.ca,  
cc Kathy Lawson/Frances@Frances

bcc

Subject RRDMA AGM January 18, 2013 in Atikokan

Please see the attached Notice of Meeting and Registration Form. I look forward to your consideration of these at your earliest opportunity.

Thanks.

Glenn

Glenn W. Treftlin, AMCT  
Town Clerk  
Town of Fort Frances  
Secretary-Treasurer  
Rainy River District Municipal Association  
Civic Centre  
320 Portage Avenue, Fort Frances, ON P9A 3P9  
ph. 807-274-5323, ext. 236, fax: 807-274-8479  
email: gtreftlin@fort-frances.com



Notice to Municipalities of RRDMA 2014 AGM.pdf RRDMA 2014 AGM Municipal Delegate Registration Form.pdf

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION  
OFFICE OF THE SECRETARY-TREASURER  
320 Portage Avenue, Fort Frances, ON  
Ph. 274-5323, ext,236 Fax:274-8479**

**2 December 2013**

**TO: ALL MUNICIPALITIES  
DISTRICT OF RAINY RIVER**

**FROM: Glenn Treftlin, Secretary-Treasurer, RRDMA**

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**\* \* \* NOTICE \* \* \***

The Rainy River District Municipal Association will be hosting its 23<sup>rd</sup> Annual General Meeting and Conference on Saturday, January 18<sup>th</sup>, 2014 at the Atikokan Legion in Atikokan, Ontario. Registration will begin at 8:30 a.m. and the Conference will begin at 9:00 a.m.

A preliminary agenda and registration form will be distributed following the Executive Meeting to be held December 18<sup>th</sup>, 2013.

Similar to previous years, the Association is soliciting donations to offset the cost of the conference and provide for attendance prizes to be drawn for throughout the day. Any contribution in the form of cheque payable to Rainy River District Municipal Association or item(s) to use as prizes would be greatly appreciated. All donors will be recognized at the conference for their contribution. In order to facilitate recognition, please let me know what items, if any, you will be contributing.

Enclosed is a conference delegate registration form for use in registering the delegates from your municipality. To facilitate the arrangements for lunch and banquet, I would appreciate if you would advise me of the number of delegates/guests who will be attending and the numbers that will be present for lunch and banquet.

Business at the conference will include election by voting delegates of the President and Vice-President of the Association for the year 2014/15, and one-year appointment by the delegates of the following: Representative of the RRDMA to - the Rainy River Valley Agricultural

- Society (1)
- the Rainy River District Veterinary Services Committee (1)
- NOMA Vice-President (1)
- NOMA Board - Elected Officials(2)
- NOMA Board - Staff Position (1)

Please forward to me acknowledgement from persons interested in holding these positions at your earliest convenience. Alternatively, they may contact a member of the Nomination Committee: Atikokan Mayor, Dennis Brown, Alberton Councillor, Peter Spuzak or Fort Frances Councillor Ken Perry.

We are looking forward to another great conference in January and hope to see your municipality well represented.

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION**  
**DELEGATE REGISTRATION FORM**  
**23<sup>RD</sup> ANNUAL GENERAL MEETING AND CONFERENCE**

**ATIKOKAN LEGION, ATIKOKAN, ONTARIO JANUARY 18<sup>TH</sup>, 2014**

**DELEGATE: \$40.00 each                      SPOUSE/GUEST: \$25.00 each**

NAME/S	TITLE	DELEGATE	GUEST (BANQUET)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL AMOUNT PAID: \$ \_\_\_\_\_

REPRESENTING: \_\_\_\_\_

PLEASE VERIFY THE NUMBERS THAT WILL BE ATTENDING THE:

LUNCH: \_\_\_\_\_ BANQUET: \_\_\_\_\_

MAKE CHEQUE PAYABLE TO: RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION

MAIL TO: Glenn W. Treftlin  
 Secretary-Treasurer  
 R.R.D.M.A.  
 Fort Frances, Ontario  
 P9A 3P9

Phone: 807-274-5323, ext. 236 or home: 807-274-8777

Fax: 807-274-8479

E-mail: [gtreftlin@fort-frances.com](mailto:gtreftlin@fort-frances.com)  
 cc: [glennwtreftlin@hotmail.com](mailto:glennwtreftlin@hotmail.com)



AMO Communications  
<communicate@amo.on.ca>

03/12/2013 04:28 PM

To "ravis@fort-frances.com" <ravis@fort-frances.com>

cc

bcc

Subject AMO Policy Update - New Child Care Legislation Introduced  
/ Long Term Energy Plan Released

## TO THE IMMEDIATE ATTENTION OF THE CLERK AND COUNCIL

December 3, 2013

This Policy Update is to inform AMO members of the following recent provincial policy developments:

1. New Child Care Legislation Introduced
2. Long Term Energy Plan Released

### New Child Care Legislation Introduced

Today Liz Sandals, the Minister of Education, introduced new legislation as part of the government's intention to modernize the child care legislative framework in Ontario. The government's stated intention is to "*strengthen oversight of the province's unlicensed child care sector while increasing access to licensed child care options for families.*"

The proposed *Child Care Modernization Act* will affect existing legislation as follows:

- Repeal and replace the *Day Nurseries Act (DNA)* governing licensing and child care provision;
- Amend the *Education Act (EA)* governing education concerning School Board provision of after-school programming for 6-12 year olds; and,
- Amend the *Early Childhood Educators Act (ECEA)* governing the Early Childhood Educators' profession to meet the requirements of a statutory duty to review the Act before February 2014 and align with other relevant legislative amendments.

AMO is supportive of the government's efforts to update these three critical pieces of legislation as part of its child care modernization initiative. Equipping the child care system with a new legislative framework in Ontario is an essential part of the modernization agenda.

We have indicated general support for the government's overall vision to create a modernized system of child care and early learning as a critical contributing factor in creating and sustaining a healthy and prosperous Ontario. At the same time modernization should be implemented in an affordable, efficient and sustainable manner and further, should ensure that there are no adverse effects on the broader child care system, particularly in small, rural, and northern communities. Representing these interests, AMO provided input into the Ministry's policy development through a focussed consultation process.

We have not yet had the opportunity to review this new legislation. We will analyze the legislation when available and inform members of any significant impacts.

For more information on the proposed legislation, see the Ministry of Education's website: <http://news.ontario.ca/edu/en/2013/12/child-care-modernization-act.html>.

For more information on AMOs position on Child Care Modernization, see AMO's website at:  
<http://www.amo.on.ca/AMO-Content/Reports/2012/AMO-Response-to-Modernizing-Child-Care.aspx>.

**AMO Contact:** Michael Jacek, Senior Advisor, [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), 416-971-9856 ext. 329.

### Long Term Energy Plan Released

The December 2nd release of the revised Long-Term Energy Plan (LTEP) as a guiding document for energy conservation, generation, transmission, and distribution is intended to provide the context for regional and municipal energy plans. Municipalities are large consumers and managers of energy, accounting for over \$1 billion of energy supplies in Ontario annually. The 2013 LTEP addresses crucial energy, economic, and environmental issues for the next 20 years and replaces the 2010 LTEP. The Plan is aimed at actions which support conservation first and then reliable clean energy. As well, the plan will be implemented based on community involvement through regional plans. Overall energy costs are predicted to rise, but at a smaller magnitude than the 2010 plan predicted.

**Conservation:** The success of the plan hinges on meeting conservation targets. Meeting these targets is intended to delay costly investments to produce more energy (e.g. nuclear reactors). Some conservation will be met through managing demand (more use of off-peak cost hours), some by retrofitting or using more energy efficient machines.

**Supply Mix:** The proposed overall mix is similar to the current mix except that all renewable sources will play a larger role as current commitments are built and nuclear will play a smaller role. The nuclear reactors at Bruce and Darlington will be refurbished in the next 20 years. Natural gas infrastructure to rural and northern Ontario is a priority but there are no details in the Plan. Renewable energy will continue with a significant role. The target for renewables from the 2010 plan of 10,700 MW is extended. Specifically an additional 600 MW of Wind, 280 MW of Solar, 100 MW of Biofuels will be awarded to reach this goal and an additional 95 MW of hydro is planned by 2021.

**Transmission:** Northwestern Ontario transmission is a priority. The current East/West Tie and Pickle Lake will continue and a Thunder Bay-Dryden corridor is planned.

**Regional Planning:** There is emphasis on working with municipalities to create regional energy plans addressing conservation, supply, and transmission. All 21 energy regions are expected to have plans in place over the next five years.

**Municipal Implications:**

- This plan anticipates better energy rates than previously forecast which will benefit the municipal bottom line as well as that of large industrial users and other rate payers.
- Meeting conservation targets will be a challenge.
- A municipal and community energy plan will help meet energy use targets and participation in regional energy planning.

The Plan and other Ministry of Energy materials are available at:

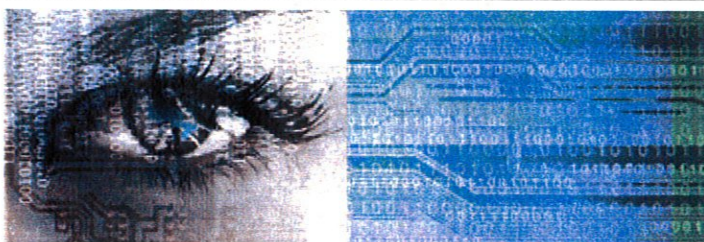
<http://www.energy.gov.on.ca/en/ltep/#.Upzjr0-A3cs>.

**AMO Contact:** Cathie Brown, Senior Advisor, [cathiebrown@amo.on.ca](mailto:cathiebrown@amo.on.ca), 416-971-9856 ext. 342.

**PLEASE NOTE** AMO Breaking News will be broadcast to the member municipality's council, administrator and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER** These are final versions of AMO documents. AMO assumes no responsibility for any discrepancies that may have been transmitted with the electronic version. The printed versions of the documents stand as the official record.

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December 5, 2013

### In This Issue

- AMO's Economic Development Task Force update.
- Who should pay for recycling? Ad urges action on Bill 91.
- One Government and one Private Member Bill introduced that impact municipalities.
- Investment Ready: Certified Site Program - Pre-screening Application now open!
- Must read: 2014 AMO Conference Hotels Guest Room Booking Policy.
- LAS helps 30 municipalities with lower group benefits costs.
- New tools to help fight the Emerald Ash Borer.
- Community Energy Planning "how-to" guide released by QUEST.
- Career opportunities with OPS, Elliot Lake, AMO and Leeds and the Thousand Islands.

### AMO Matters

AMO's Economic Development Task Force met on November 27, 2013 and received presentations from the Ontario Chamber of Commerce, the National Research Council, Share the Road Cycling Coalition and the Ministry of Tourism, Culture and Sport.

### Provincial Matters

AMO is partnering on a social media campaign to urge MPPs to move forward on Bill 91. The bill aims to increase industry funding for Blue Box and spur innovation in recyclable packaging. Help spread the word by sharing this ad on your municipal social media accounts.

Government Bill 143, Child Care Modernization Act, 2013 (would establish a new quality, accessible child care system and provide for oversight) and Private Member Bill 144, Planning Amendment Act, 2013 (extends timelines for specific OMB appeals and Committee of Adjustment hearings), were introduced December 3 and received First Reading.

Applications are open for the Investment Ready: Certified Site Program through the Ministry of Economic Development, Trade and Employment. The program offers financial and international marketing support to private or public property owners located in industrial zoned areas. The inaugural round to accept pre-screening applications closes on January 31, 2014.

### Eye on AMO/LAS Events

Nine hotels in London will release guest rooms at the AMO Conference rate for reservations on Tuesday, January 14, 2014 at 10:00 a.m. As in previous years, a non-refundable cancellation fee is being implemented at the hotels for reservations in order to deter the practice of overbooking guest rooms. For information on the hotels and how to book please review the full guest room booking policy.

### LAS

Continue to be frustrated by rising group benefit costs? LAS' Group Benefits Consortium Program offers average savings of 12% at time of enrollment and very competitive renewal rates. The program is designed for small and medium-sized municipalities and members have full flexibility related to their plan design. Request a no-obligation quote to see what you can save.

### The Municipal Wire\*

Municipalities in Ontario can now easily access three new free tools designed to help battle the Emerald Ash Borer (EAB), raise awareness, and aid in the development or review of sound EAB management strategies.

"Advancing Community Energy Planning in Ontario: A Primer", a new 'how-to' guide for communities that want to create a Community Energy Plan in their community. Find more resources on the QUEST website.

#### Careers

Program Analysts - Ontario Public Service. Four temporary (up to 12 months with possible extension). Location: Toronto. Please apply online, by December 16, 2013, entering Job ID 58505 in the Job ID search field.

Licensed Electrician - City of Elliot Lake. Deadline for submissions: December 18, 2013. Please send your resume to Human Resources Department, City of Elliot Lake, 45 Hillside Drive North, Elliot Lake, ON P5A 1X5. Fax: 705.461.7269 Email: [personnel@city.elliottlake.on.ca](mailto:personnel@city.elliottlake.on.ca).

Policy Intern - AMO. Assisting senior advisors and the Director of Policy, the successful candidate will support AMO's policy development process. The Internship is a temporary position of up to 17 weeks. Please apply in confidence to: [hr@amo.on.ca](mailto:hr@amo.on.ca) by January 31, 2014.

Director of Planning and Development - Township of Leeds and the Thousand Islands. Resumes of applicants will be received until January 3, 2014 at 4:00 p.m. by Milena Avramovic, CAO, Township of Leeds and the Thousand Islands. Fax: 613.659.3619; Email: [mavramovic@townshipleeds.on.ca](mailto:mavramovic@townshipleeds.on.ca).

#### About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

#### AMO Contacts

AMO Watch File Team, Tel: 416.971.9856

Conferences/Events

Policy and Funding Programs

LAS Local Authority Services Limited

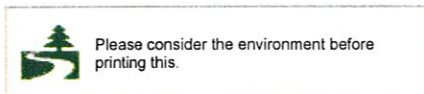
MEPCO Municipal Employer Pension Centre of Ontario

OMKN Ontario Municipal Knowledge Network

Media Inquiries, Tel: 416.729.5425

Municipal Wire, Career/Employment and Council Resolution Distributions

\*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Association of Municipalities of Ontario  
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**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel. 416-585-7000  
Fax 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M5G 2E5  
Tél. 416-585-7000  
Télééc. 416-585-6470  
[www.ontario.ca/MAH](http://www.ontario.ca/MAH)



13-4377

**Dear Head of Council:**

I am pleased to provide you with the requirements for the 2013 Municipal Performance Measurement Program (MPMP) in the attached list of measures and schedule. The program contributes to improved delivery of municipal services across Ontario by providing a standardized set of efficiency and effectiveness measures for key service areas. By reporting MPMP results to the public, Ontario municipalities are achieving a level of transparency and accountability which has gained both national and international recognition.

All municipalities are required to report data for 2013 MPMP measures to the Ministry by May 31, 2014 and to the public by September 30, 2014. Municipalities are asked to notify their regional Municipal Services Office of the date when and method how they reported their MPMP results to the public. Municipalities determine the best way to report to the public and can use the reporting templates provided by the Ministry.

For the 2013 reporting year, MPMP measures are the same as those for 2012 – with the exception of measures for Building Permits and Inspection Services. After reviewing historical MPMP data, and in consultation with municipal experts, the Ministry has revised these measures so that they provide a clearer picture of municipal practices.

The MPMP is a tool for comparison of results, which can help start a dialogue and advance local government priorities of efficiency and effectiveness in service delivery and accountability to the public. All MPMP data submitted by municipalities in previous years are available to the public on the Internet at: <http://csconramp.mah.gov.on.ca/fir/ViewSchedules.htm>.

Program data are also used by the Ontario Municipal Knowledge Network (OMKN) as a starting point to identify innovative municipal practices that are then shared among municipalities. The OMKN is administered by the Association of Municipalities of Ontario (AMO), with a mandate to enable information sharing to improve municipal services.


-2-

I also invite municipalities to subscribe to the Municipal Information Data and Analysis System (MIDAS), AMO's web-based software tool for the municipal sector. MIDAS provides municipalities with free access to MPMP and Financial Information Return data to enable staff to perform year-over-year comparisons of your municipality's data and to generate comparisons with other municipalities of your choice. Please email AMO directly at *MIDASadmin@amo.on.ca* to receive your MIDAS password.

As you may be aware, the Ministry is making adjustments to how the MPMP is administered. The Ministry will be working closely with the municipal sector as we move forward.

Thank you for your on-going work to achieve greater efficiency and effectiveness in providing public services through your participation in measuring and reporting municipal performance.

Sincerely,

A handwritten signature in black ink, appearing to read "Linda Jeffrey". The signature is fluid and cursive, with the first name "Linda" and last name "Jeffrey" clearly distinguishable.

Linda Jeffrey  
Minister

Attachments

c: Chief Administrative Officer  
Municipal Treasurer/Clerk-Treasurer  
MPMP Advisory Committee Members

## **List of Measures for 2013 Reporting Year**

### **CHART**

#### **Municipal Performance Measurement Program (MPMP)**

#### **GENERAL GOVERNMENT**

##### **1.1**

a) Operating costs for governance and corporate management as a percentage of total municipal operating costs.

b) Total costs for governance and corporate management as a percentage of total municipal costs.\*

#### **PROTECTION**

##### **Fire**

##### **2.1**

a) Operating costs for fire services per \$1,000 of assessment.

b) Total costs for fire services per \$1,000 of assessment.\*

2.2 Number of residential fire related civilian injuries per 1,000 persons.

2.3 Number of residential fire related civilian injuries averaged over 5 years per 1,000 persons.

2.4 Number of residential fire related civilian fatalities per 1,000 persons.

2.5 Number of residential fire related civilian fatalities averaged over 5 years per 1,000 persons.

2.6 Number of residential structural fires per 1,000 households.

##### **Police**

##### **3.1**

a) Operating costs for police services per person.

b) Total costs for police services per person.\*

3.2 Violent crime rate per 1,000 persons.

3.3 Property crime rate per 1,000 persons.

3.4 Total crime rate per 1,000 persons (Criminal Code offences, excluding traffic).

3.5 Youth crime rate per 1,000 youths.

## **BUILDING PERMITS AND INSPECTION SERVICES**

### **4.1**

a) Operating costs for building permits and inspection services per \$1,000 of construction activity, averaged over three years (based on permits issued)

b) Total costs for building permits and inspection services per \$1,000 of construction activity, averaged over three years (based on permits issued)

### **4.2**

Median number of days to review a complete building permit application and issue a permit or not issue a permit, and provide all reasons for refusal, by category:

Category 1: Houses (houses not exceeding 3 storeys/600 square metres)

Reference: provincial standard is 10 working days

Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)

Reference: provincial standard is 15 working days

Category 3: Large Buildings (large residential/commercial/industrial/ institutional)

Reference: provincial standard is 20 working days

Category 4: Complex Buildings (post disaster buildings including hospitals, power/water, fire/police/EMS, communications)

Reference: provincial standard is 30 working days

### **4.3**

a) The number and percentage of building permit applications which are submitted and accepted by the municipality as complete applications, by

category, and

b) The number and percentage of building permit applications submitted and accepted by the municipality as incomplete applications, by category, and

c) The subtotal for the number of complete and incomplete building permit applications, by category:

Category 1: Houses (houses not exceeding 3 storeys/600 square metres)

Category 2: Small Buildings (small commercial/industrial not exceeding 3 storeys/600 square metres)

Category 3: Large Buildings (large residential/commercial/industrial/institutional)

Category 4: Complex Buildings (post disaster buildings including hospitals, power/water, fire/police/EMS, communications)

4.4

The total number of building permit applications submitted and accepted by the municipality (all categories).

## **TRANSPORTATION**

### **Roadways**

5.1

a) Operating costs for paved (hard top) roads per lane kilometre.

b) Total costs for paved (hard top) roads per lane kilometre.\*

5.2

a) Operating costs for unpaved (loose top) roads per lane kilometre.

b) Total costs for unpaved (loose top) roads per lane kilometre.\*

5.3

a) Operating costs for bridges and culverts per square metre of surface area.

b) Total costs for bridges and culverts per square metre of surface area.\*

#### 5.4

- a) Operating costs for winter control maintenance of roadways, excluding sidewalks and parking lots, per lane kilometre maintained in winter.
- b) Total costs for winter control maintenance of roadways, excluding sidewalks and parking lots, per lane kilometre maintained in winter.\*

5.5 Percentage of paved lane kilometres where the condition is rated as good to very good.

5.6 Percentage of bridges and culverts where the condition is rated as good to very good.

5.7 Percentage of winter events where the response met or exceeded locally determined municipal service levels for road maintenance.

#### **Transit**

##### 6.1

- a) Operating costs for conventional transit per regular service passenger trip.
- b) Total costs for conventional transit per regular service passenger trip.\*

6.2 Number of conventional transit passenger trips per person in the service area in a year.

## **ENVIRONMENT**

### **Wastewater**

#### **7.1**

- a) Operating costs for the collection/conveyance of wastewater per kilometre of wastewater main.
- b) Total costs for the collection/conveyance of wastewater per kilometre of wastewater main.\*

#### **7.2**

- a) Operating costs for the treatment and disposal of wastewater per megalitre.
- b) Total costs for the treatment and disposal of wastewater per megalitre.\*

#### **7.3**

- a) Operating costs for the collection/conveyance, treatment, and disposal of wastewater per megalitre (integrated system).
- b) Total costs for the collection/conveyance, treatment, and disposal of wastewater per megalitre (integrated system).\*

7.4 Number of wastewater main backups per 100 kilometres of wastewater main in a year.

7.5 Percentage of wastewater estimated to have by-passed treatment.

### **Storm water**

#### **8.1**

- a) Operating costs for urban storm water management (collection, treatment, disposal) per kilometre of drainage system.
- b) Total costs for urban storm water management (collection, treatment, disposal) per kilometre of drainage system.\*

#### **8.2**

- a) Operating costs for rural storm water management (collection, treatment, disposal) per kilometre of drainage system.

- b) Total costs for rural storm water management (collection, treatment, disposal) per kilometre of drainage system.\*

## **Drinking water**

### 9.1

- a) Operating costs for the treatment of drinking water per megalitre.
- b) Total costs for the treatment of drinking water per megalitre.\*

### 9.2

- a) Operating costs for the distribution/transmission of drinking water per kilometre of water distribution/transmission pipe.
- b) Total costs for the distribution/transmission of drinking water per kilometre of water distribution/transmission pipe.\*

### 9.3

- a) Operating costs for the treatment and distribution/transmission of drinking water per megalitre (integrated system).
- b) Total costs for the treatment and distribution/transmission of drinking water per megalitre (integrated system).\*

- 9.4 Weighted number of days when a boil water advisory issued by the medical officer of health, applicable to a municipal water supply, was in effect.

- 9.5 Number of water main breaks per 100 kilometres of water distribution pipe in a year.

## **Solid Waste**

### 10.1

- a) Operating costs for garbage collection per tonne or per household.
- b) Total costs for garbage collection per tonne or per household.\*

### 10.2

- a) Operating costs for garbage disposal per tonne or per household.

- b) Total costs for garbage disposal per tonne or per household.\*

#### 10.3

- a) Operating costs for solid waste diversion per tonne or per household.
- b) Total costs for solid waste diversion per tonne or per household.\*

#### 10.4

- a) Average operating costs for solid waste management (collection, disposal and diversion) per tonne or per household.
- b) Average total costs for solid waste management (collection, disposal and diversion) per tonne or per household.\*

- 10.5 Number of complaints received in a year concerning the collection of garbage and recycled materials per 1,000 households.

- 10.6 Total number of solid waste management facilities owned by the municipality with a Ministry of Environment certificate of approval.

- 10.7 Number of days per year when a Ministry of Environment compliance order for remediation concerning an air or groundwater standard was in effect for a municipally owned solid waste management facility, by facility.

- 10.8 Percentage of residential solid waste diverted for recycling.

- 10.9 Percentage of residential solid waste diverted for recycling (based on combined residential and ICI tonnage).

### **PARKS AND RECREATION**

#### 11.1

- a) Operating costs for parks per person.
- b) Total costs for parks per person.\*

#### 11.2

- a) Operating costs for recreation programs per person.
- b) Total costs for recreation programs per person.\*

### 11.3

- a) Operating costs for recreation facilities per person.
- b) Total costs for recreation facilities per person.\*

### 11.4

- a) Operating costs for recreation programs and recreation facilities per person (Subtotal).
- b) Total costs for recreation programs and recreation facilities per person (Subtotal).\*

11.5 Total kilometres of trails and total kilometres of trails per 1,000 persons.

11.6 Hectares of open space and hectares of open space per 1,000 persons (municipally owned).

11.7 Total participant hours for recreation programs per 1,000 persons.

11.8 Square metres of indoor recreation facilities and square metres of indoor recreation facilities per 1,000 persons (municipally owned).

11.9 Square metres of outdoor recreation facility space and square metres of outdoor recreation facility space per 1,000 persons (municipally owned).

## **LIBRARY SERVICES**

### 12.1

- a) Operating costs for library services per person.
- b) Total costs for library services per person.\*

### 12.2

- a) Operating costs for library services per use.
- b) Total costs for library services per use.\*

12.3 Library uses per person.

12.4 Electronic library uses as a percentage of total library uses.

12.5 Non-electronic library uses as a percentage of total library uses.

### **LAND USE PLANNING**

13.1 Percentage of new residential units located within settlement areas.

13.2 Percentage of land designated for agricultural purposes which was not re-designated for other uses during the reporting year.

13.3 Percentage of land designated for agricultural purposes which was not re-designated for other uses relative to the base year of 2000.

13.4 Number of hectares of land originally designated for agricultural purposes which was re-designated for other uses during the reporting year.

13.5 Number of hectares of land originally designated for agricultural purposes which was re-designated for other uses since January 1, 2000.

---

\* Total costs means operating costs as defined by MPMP plus interest on long term debt and amortization on tangible capital assets as reported in the Financial Information Return.

## **Schedule for 2013 Reporting Year**

### **SCHEDULE**

#### **MUNICIPAL PERFORMANCE MEASUREMENT**

**Designated by the Minister under Section 299 of the *Municipal Act, 2001*  
(the "Act")**

#### **PROVISION AND PUBLICATION OF DESIGNATED MUNICIPAL INFORMATION**

##### **Performance measurement information**

1. (1) A municipality shall in respect of each municipal fiscal year provide to the Minister and publish for the taxpayers of the municipality the performance measurement information designated in the attached chart (the "chart"). The chart forms part of this Schedule.

(2) The information provided by a municipality under subsection (1) shall include performance measurement information for any local board of the municipality that provides a public utility, and any planning board, transit commission or police services board of the municipality.

(3) This section does not require an entity described in clause (a), (b), (c) or (d) of subsection 299 (1) of the Act to provide performance measurement information directly to the Minister or to taxpayers.

##### **Timing for provision and publication of information**

2. (1) A municipality shall provide the information required by section 1 to the Minister not later than five months after the last day of the fiscal year to which the information relates.

(2) A municipality shall publish the information required by section 1 not later than nine months after the last day of the fiscal year to which the information relates.

**Included information, publication and notice to ministry**

3. (1) A municipality at a minimum shall include with the information published under section 1,

(a) the name of each performance measure in the chart and the fiscal year to which it relates; and

(b) the result generated for the measure by the electronic financial information return software of the Ministry, after the municipality submits the relevant performance measure information to the Minister.

(2) A municipality shall publish the information referred to in subsection (1) through one or more of the following methods,

- (a) a direct mailing to taxpayers or households;
- (b) an insert with the property tax bill;
- (c) in local newspapers or advertising periodicals; or
- (d) posting the information on the Internet.

(3) A municipality shall, as soon as reasonably possible after publishing the information under subsection (2), provide the following to the Municipal Services Office of the Ministry for the region that includes the municipality:

- 1. The date of publication.
- 2. The method or methods of publication that the municipality used.

**Financial information return**

4. A municipality shall provide to the Minister the information required by section 1 by reporting that information in those schedules or lines in the municipality's financial information return for the relevant municipal fiscal year that correspond

to the service or function performance measurement categories designated in the chart.

### **Board or commission**

5. (1) A board or commission of a municipality shall make available for review by a municipality any performance measurement information designated in the chart related to services or functions supplied in respect of the municipality by the board or commission in a fiscal year.

(2) In this subsection, "board or commission" means a local board that provides a public utility, and a planning board, transit commission or police services board.

### **Service or function not supplied**

6. Despite section 1, if a municipality does not supply a service or function at any time in a fiscal year, the municipality is not required to provide or publish information related to that service or function designated in the chart for the fiscal year.

### **Definitions**

7. In this Schedule,

"Minister" means the Minister of Municipal Affairs and Housing;

"Ministry" means the Ministry of Municipal Affairs and Housing;

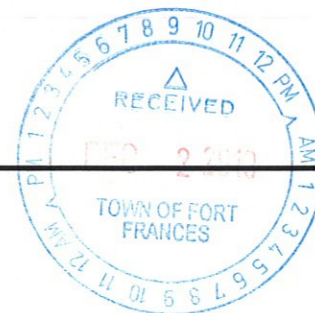
"supply" means supply pursuant to a statute, bylaw or resolution or an arrangement or agreement with any person or municipality, and "supplied" has a corresponding meaning.

### **In force**

8. This Schedule comes into force January 1, 2014 for the 2013 fiscal year.



Office of the City Clerk



November 26, 2013

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Dear Sir or Madam,

**RE: CITY OF KINGSTON COUNCIL MEETING – NOVEMBER 19, 2013  
NEW MOTION (4)**

I would confirm that Kingston City Council at its regular meeting held on November 19, 2013, approved the following resolution, being New Motion (4):

(4) *Moved by Mayor Gerretsen*

*Seconded by Deputy Mayor Berg*

**WHEREAS** the Ontario Municipal Board (OMB), under member Sylvia Sutherland, rendered a decision on November 08, 2013 to establish Kingston municipal electoral districts to include post-secondary student population estimates; and

**WHEREAS** the OMB is a provincial body that makes decisions on behalf of municipalities with provincial implications; and

**WHEREAS** no municipality with a university or college in Ontario currently uses post-secondary student population estimates when establishing electoral boundaries; and

**WHEREAS** the province of Ontario does not use post-secondary student population estimates when establishing provincial electoral ridings; and

**WHEREAS** the City of Kingston is now in a position to advocate for this OMB decision to become the standard for how the province of Ontario and all municipalities with colleges and universities across Ontario factor in post-secondary student population estimates in their electoral boundaries; and

**WHEREAS** the OMB decision now sets a new standard for all municipalities in Ontario; and

**WHEREAS** the province of Ontario should adhere to this decision made by the OMB as a provincial body;

**THEREFORE BE IT RESOLVED THAT** the City of Kingston advocate to the Government of Ontario to amend their provincial electoral riding boundaries to reflect the OMB decision rendered in Kingston and call for all municipalities with colleges and universities to factor in post-secondary student population estimates when establishing electoral boundaries; and

The Corporation of the City of Kingston

216 Ontario Street, Kingston ON K7L 2Z3

Phone: (613) 546-4291 ext. 1247

Fax: (613) 546-5232

jbolognone@cityofkingston.ca

**THAT** a copy of this resolution be distributed to the following:

1. All municipalities in Ontario with post-secondary institutions;
2. The Premier of Ontario;
3. The Ontario Minister of Municipal Affairs and Housing;
4. All Members of Provincial Parliament;
5. The Ontario Municipal Board;
6. The Council of Ontario Universities; and
7. Colleges Ontario

**CARRIED**

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



John Bolognone  
City Clerk  
/s



## NOTICE OF PUBLIC MEETING CONCERNING PROPOSED NEW COMPREHENSIVE ZONING BY-LAW

AGENDA ITEM #9.5

TAKE NOTICE that the Corporation of the Town of Fort Frances will hold a public meeting in accordance with section 34(1) of the *Planning Act*, R.S.O. 1990, Chapter P.13, on:

Monday January 13, 2014  
at 6:45 or as soon after as can be accommodated  
in the Council Chambers of the civic centre, 320 Portage Avenue

WITH RESPECT to a proposed new Comprehensive Zoning By-law under the *Planning Act*, R.S.O., 1990, Chapter P.13, Section 34. The proposed Zoning By-law will introduce new or altered definitions, general provisions and zones for the purpose of prohibiting and regulating the use of land and the erection, location and use of buildings and structures and includes new zone/land use zone maps for the entire municipality. The By-Law is intended to be consistent with the *Planning Act* and the Provincial Policy Statements, and implement the policies contained of the Town of Fort Frances Official Plan approved by the Ministry of Municipal Affairs and Housing December 3, 2012.

THE EFFECT of the proposed Zoning By-law will be to repeal and replace the existing Comprehensive Zoning By-law No.8/98, which has been in effect since 1998, and all amendments thereto. The By-law will apply to all lands within the corporate limits of the Town therefore a key map has not been provided in this Notice.

ANY PERSON OR PUBLIC BODY may attend the public meeting and/or make written or verbal representation to Council either in support of, or in opposition to, the proposed new Zoning By-Law. Anyone wishing to address Council at the meeting will have an opportunity to do so.

IF A PERSON OR PUBLIC BODY does not make oral submission at a public meeting or make written submissions to the Corporation of the Town of Fort Frances before the By-Law is passed, the person or public body is not entitled to appeal the decision of the Council of the Corporation of the Town of Fort Frances to the Ontario Municipal Board.

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submission to the Corporation of the Town of Fort Frances before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

WRITTEN SUBMISSIONS AND/OR REQUESTS FOR NOTICE of the approval of the Comprehensive Zoning by-Law should be directed to N. Faye Flatt, Municipal Planner. Submissions from anyone not attending the public meeting should be submitted by noon on January 13, 2014.

ADDITIONAL INFORMATION respecting the proposed Comprehensive Zoning By-Law and Zoning Schedules is available for review at the Town Office during regular office hours (8:30 a.m. to 4:30 p.m.) and on the Town website at [www.fort-frances.com](http://www.fort-frances.com).

Date of Notice: December 18, 2013

N. Faye Flatt, AMCT, ACST, CPT  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

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Publication:

Website: December 5, 2013

Council Agenda: December 9, 2013 & December 16, 2013

Fort Frances Times: December 18, 2013

Bulletin: December 19, 2013



## BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT

MINUTES of the Regular Board of Health Meeting  
October 25, 2013  
Fort Frances NWHU office boardroom

~~~~~

**PRESENT:** Julie Roy, Chair

John Albanese, Carol Baron, Jim Belluz, Dennis Brown, Shayne MacKinnon, Paul Ryan,  
Sharon Smith, Doug Squires, Bill Thompson

**IN ATTENDANCE:**

Mark Perrault, CEO  
Dawn Sauvé, Manager, Dental Health  
Dorothy Strain, Secretary to MOH/BOH (Recorder)

**REGRETS**

Dr. Jim Arthurs, Medical Officer of Health

**1. CALL TO ORDER**

The Chair called the meeting to order at 8:30 a.m.

**2. APPROVAL OF AGENDA**

Add: Agenda #7.2, Finance Report:

7.2.1 Diabetes Prevention Project Funding, 2013-2016

7.2.2 New Position, Student Nutrition Program

Agenda #9, Non Agenda Items:

9.1. Board of Health Focus Group Teleconference Update

9.2 Ontario Children's Outdoor Charter

|                                                                                                 |                         |
|-------------------------------------------------------------------------------------------------|-------------------------|
| <b>Motion / Resolution: 124-2013</b>                                                            |                         |
| THAT the Agenda for the Board of Health meeting dated October 25, 2013, be approved as amended. | B. Thompson<br>D. Brown |

**3. DECLARATIONS OF PECUNIARY INTEREST & GENERAL NATURE THEREOF**

None was declared.

**4. IN CAMERA SESSION**

At 8:45 a.m. Board of Health members moved to an in camera session.

|                                                                                                                                                                                                                                            |                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Motion / Resolution: 125-2013</b>                                                                                                                                                                                                       |                         |
| THAT the Board of Health moves to an in camera session to discuss:<br><i>Education/orientation- Dental Health program;</i><br><i>All Staff Conference education planning</i><br><i>Personal matters... MOH position recruitment update</i> | D. Brown<br>B. Thompson |

At 11:50 am. Board of Health members moved out of the in camera session to resume regular business.

|                                                                                         |                     |
|-----------------------------------------------------------------------------------------|---------------------|
| <b>Motion / Resolution: 126-2013</b>                                                    |                     |
| THAT the Board of Health moves out of the in camera session to resume regular business. | P. Ryan<br>D. Brown |

## 5. MINUTES OF BOARD OF HEALTH MEETING, September 20, 2013

|                                                                                                  |                           |
|--------------------------------------------------------------------------------------------------|---------------------------|
| <b>Motion / Resolution: 127-2013</b>                                                             |                           |
| THAT the Minutes of the Board of Health meeting held September 20, 2013, be approved as written. | D. Squires<br>J. Albanese |

Board of Health members recessed at 12:00 noon.  
The Chair called the meeting to order at 12:20 pm

## 6. PUBLIC HEALTH PROGRAMS

### 6.1 Medical Officer of Health Report – *Interim Report provided by Mark Perrault, CEO*

As Dr. Arthurs was unable to attend the meeting, Mark Perrault provided a verbal overview report on ongoing program services.

TB cases - There has been an increase in confirmed TB cases in northwestern Ontario in 2013. Program staff and the Epidemiologist are investigating to determine if the increase is an actual increase in rates or related to more efficient case reporting and follow-up.

### 6.2 Sexual Health & Harm Reduction Programs Report

*Reference #2013-10-25-6.2 The report will be retained on file.*

Appreciation was expressed for staff's efforts and commitment to deliver services associated with the sexual health and harm reduction programs.

|                                                                        |                        |
|------------------------------------------------------------------------|------------------------|
| <b>Motion / Resolution: 128-2013</b>                                   |                        |
| THAT the Sexual Health and Harm Reduction programs report be received. | C. Baron<br>D. Squires |

### 6.3 Speech, Hearing and Vision Program Report

*Reference #2013-10-25-6.3 The report will be retained on file.*

|                                                                 |                         |
|-----------------------------------------------------------------|-------------------------|
| <b>Motion / Resolution: 129-2013</b>                            |                         |
| THAT the Speech, Hearing and Vision program report be received. | J. Albanese<br>S. Smith |

**6.4 Quality Improvement (QI) Report**

*Reference #2013-10-25-6.4 The report will be retained on file.*

|                                  |                        |
|----------------------------------|------------------------|
| <b>Resolution: 130-2013</b>      |                        |
| THAT the CQI Report be received. | C. Baron<br>D. Squires |

**7. CORPORATE ADMINISTRATION****7.1 Chief Executive Officer Report -Mark Perrault, CEO**

A verbal report was provided to the meeting.

Benefits Provision: Mark Perrault is researching different processes with consultants regarding benefits provision, to provide the most cost-effective benefits program. He will bring his findings to the Executive Committee meeting for initial review.

|                                                                          |                         |
|--------------------------------------------------------------------------|-------------------------|
| <b>Motion / Resolution: 131-2013</b>                                     |                         |
| THAT the Report of the Chief Executive Officer be accepted as presented. | S. Smith<br>J. Albanese |

**7.1.1 NWHU 2014 All Staff Conference**

This agenda item was discussed during the in camera session, Agenda #4.1.2

**7.2 Finance Report – provided by Mark Perrault, CEO**

*Reference #2013-10-25-7.2 The report will be retained on file.*

Questions, Discussion

Building Costs Expenditure line, report attachment 1: A property tax increase for the Kenora City View building is expected following MPAC reassessment in fall 2013. The Health Unit will make provision for the anticipated increase in its 2014 budget.

2014 Budget: Budget submissions are due to the Ministry of Health and Long-Term Care on March 1, 2014. A preliminary budget will be brought to the November 8, 2013, Executive Committee meeting. A final draft will be submitted to the Board of Health in January 2014.

Vehicle Fleet – The prospect of a fleet of Health Unit vehicles was identified. This was referred to the Executive Committee meeting, November 8, 2013.

|                                                   |                         |
|---------------------------------------------------|-------------------------|
| <b>Motion / Resolution: 132-2013</b>              |                         |
| THAT the Finance Report be accepted as presented. | P. Ryan<br>S. MacKinnon |

**7.2.1 Diabetes Prevention Project Funding**

Funding for the Diabetes Prevention Project was recently confirmed for three consecutive budget years commencing April 1, 2013, and ending March 31, 2016.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Motion / Resolution: 133-2013</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                 |
| <p>THAT the Board of Health for the Northwestern Health Unit approves the funding allocation for the Diabetes Prevention Project for the budget years:</p> <p>April 1, 2013 – March 31, 2014: \$218,000<br/> April 1, 2014 – March 31, 2015: \$218,000<br/> April 1, 2015 – March 31, 2016: \$218,000</p> <p>Full (100%) funding is provided by the Ministry of Health and Long-Term Care, Health Promotion and Implementation Branch. Program activities and services provided by the Northwestern Health Unit for years subsequent to 2013-2014 remain contingent upon ongoing funding allocations received from the Ministry.</p> | <p>S. MacKinnon<br/>P. Ryan</p> |

### 7.2.2 New Position, Student Nutrition Program

Mark Perrault provided background for the Ministry of Children and Youth Services' recently-announced full funding for a new Food and Logistics Coordinator position.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| <b>Motion / Resolution: 134-2013</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                  |
| <p>WHEREAS the Ministry of Children &amp; Youth Services has provided annualized funding of \$71,400 commencing November 1, 2013, for the creation of a Food and Logistics Coordinator position to work with the Student Nutrition Program; and</p> <p>WHEREAS the funding is permanent, and the position falls under the Canadian Office and Professional Employees Union (COPE); and</p> <p>WHEREAS the position is equivalent to the Operations and Property Agent position;</p> <p>THEREFORE BE IT RESOLVED THAT the position be placed on the COPE group 'C' salary grid, with a starting salary of \$25.48 per hour.</p> | <p>J. Belluz<br/>B. Thompson</p> |

## 8. ASSOCIATION OF LOCAL PUBLIC HEALTH AGENCIES (alPHA) APPOINTMENT

Chair Julie Roy notified the Board of Health of her appointment to alPHA's Board of Directors as the North West Region representative for the remainder of the term that was vacated by former Board of Health member Russ Fortier in February. The term ends June 2014.

## 9. NON AGENDA ITEMS

### 9.1 Board of Health Focus Group Teleconference Update

Chair Julie Roy reported on her participation on an Association of Local Public Health Agencies (alPHA) teleconference held October 17 for boards of health to provide input on alPHA's strategic planning process. Unfortunately, representation from health units at the teleconference was small. The consultation process is continuing.

**9.2 Ontario Children's Outdoor Charter**

Shayne MacKinnon drew attention to the Ontario Children's Outdoor Charter and suggested the Board of Health review the Charter for consideration to endorse. The matter was referred to the Executive Committee meeting, November 8, 2013, for consideration.

**12. NEXT MEETING DATE****Regular Meeting**

Date: Friday, November 29, 2013      Start time: 8:30 a.m.

Location: Dryden Best Western Meeting Room

**13. ADJOURNMENT**

The Chair adjourned the meeting at 1:20 p.m.

BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT:

CONFIRMED AS WRITTEN

THIS ..... DAY OF .....2013

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CHAIR, BOARD OF HEALTH

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RECORDING SECRETARY

**TOWN OF FORT FRANCES**  
**Community Services Executive Committee**  
**Minutes of Meeting**



**Date:** Monday, November 18, 2013    **Session No.** 52

This meeting of the Community Services Executive Committee was held in the Shaw Room at the Fort Frances Public Library Technology Centre.

**Committee Members present:** A. Hallikas – Chair; J. Albanese – Councillor; D. Kitowski – Councillor; R. Avis – Mayor; M. McCaig – CAO; J. Kabel – Manager of Community Services

**Guests present:** Elaine Fischer – Northwestern Health Unit, Jamie Davis – Northwestern Hockey Camp Canada

**CALL TO ORDER:**

A. Hallikas called the meeting to order at 10:37 am. J. Kabel recorded the minutes of the meeting.

**APPROVAL OF MINUTES:**

Minutes of the November 4, 2013 Community Services Executive Committee were approved as circulated.

**DISCLOSURES OF CONFLICT OF INTEREST (and general nature thereof):**

NIL

**ITEMS REFERRED FROM COUNCIL:**

NIL

**NEW BUSINESS:**

- a) Northwestern Health Unit Request – Elaine Fischer made a presentation to the Committee for consideration of in-kind contribution toward outdoor fitness equipment in green space within the Town. The committee was keen on the idea and made recommendation to Council of the following:
  - 1) To be located along the Waterfront walkway along Front Street in selected locations through consultation with the Community Services Division.
  - 2) To install concrete pads at the selected locations and install equipment once pads are ready.
  - 3) Have the Community Services Division responsible for the minimal on-going maintenance of the equipment.
- b) Pulse Fitness – The committee looked at various options for the fitness equipment in the aerobic room at the Memorial Sports Centre and feels that the purchasing equipment is a better option than leasing equipment. More information with complete options will be brought to a future meeting for a final decision.

- c) Summer Hockey School Request – Jamie Davis presented his thoughts on bringing a hockey school to Fort Frances in the last two weeks of July and the first two weeks of August 2014 and consideration for a 5-year agreement. Various aspects of logistical concerns will have to be worked through but the committee agreed in principle with the camp and made recommendation to Council to have J. Kabel liase with Northwestern Hockey Camp Canada to bring the summer hockey program to Fort Frances as an effort to help boost our local economy through sports tourism, enhance the summer experience for young hockey enthusiasts in the district, and help establish Fort Frances as a destination to outsiders through hosting the hockey school in the summer months.
- d) Emergency Services Operating Budget – Mark McCaig presented the budget to the committee and the figures will go forward to begin the budget process.
- e) Emergency Services Capital Budget – Mark McCaig presented the budget to the committee and the figures will go forward to begin the budget process.
- f) Community Services Operating Budget – Jason Kabel presented the budget to the committee and the figures will go forward to begin the budget process.
- g) Community Services Capial Budget – Jason Kabel presented the budget to the committee and the figures will go forward to begin the budget process.

**NON-AGENDA ITEMS:**

NIL

**INFORMATION:**

- a) Next Meeting Date – December 2, 2013 @ '52 Canadians Meeting Room

**CLOSING**

There being no further matters before the Committee at this time, the meeting was closed by A. Hallikas at 12:13 am.



Chair



Manager (or Superintendent)/Secretary

## TOWN OF FORT FRANCES

## Administration and Finance Executive Committee



## Minutes of Meeting No. 20

Tuesday, November 19, 2013

A meeting of the Administration and Finance Executive Committee was held in the Committee Room – Civic Centre on Tuesday, November 19, 2013 at 12:00 p.m.

PRESENT: Councillor Ken Perry, Councillor Hallikas, Councillor Paul Ryan and Mayor Avis

ALSO PRESENT: Mark McCaig, CAO, Laurie Witherspoon, Treasurer, and Tara Rajala, Tax Administrator

REGRETS: None

Called to order 12.01 p.m.

1. **Non – Agenda:** None
2. **Disclosure of pecuniary interest and the general nature thereof:** None
3. **Andrew Hallikas – Paul Ryan:** That the minutes from the previous meeting held on November 5, 2013 be approved as circulated.

CARRIED.

4. i) In-Camera: Property Tax Account #18441  
**Andrew Hallikas – Paul Ryan:** That the Administration & Finance Executive Committee now meet in-camera in order to address a matter pertaining to a proposed or pending acquisition for land for municipal or local board purposes or disposal of land no longer needed for municipal purposes and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.  
 Discussion was held with regard to outstanding property tax account #18441 arrears and review of letters received from Calder Law Office. Direction was given for further negotiations.
5. i) 501 Sixth Street W. Rental Property – The Committee recommended to approve rent increase of 0.8% for 2014 for residential property located at 501 Sixth Street W. Further, that a lease agreement with Jane Peterson be approved for the period of March 1, 2014 to February 28, 2015 and that an authorizing by-law be prepared.
- ii) 2014 Vacation Guide Map – The Committee recommended to approve advertisement in the 2014 Northwestern Ontario Vacation Guide Map at a cost of \$520.00 plus applicable taxes.

Meeting – November 19, 2013

Page 2

- iii) 2010 Capital Loan Term Renewal – The Committee recommended to approve the 2010 Capital Loan #1819550 renewal for a 5-year term for the remaining 60 month amortization.
- iv) Ward Family Benefit Concert Request – The Committee requested that the Ward family be contacted for further information with regard to the nature of the concert.
- v) 2014 User Fee Schedule – The Committee recommended to approve the proposed 2014 User Fees for the Administration & Finance and Schedule “B” Emergency Services as presented.
- vi) 2014 Draft Corporate & Administration /Finance Budgets – The Committee reviewed the budgets as presented and recommended that the 2014 draft budgets go forward to the budget process along with the items received at the public budget meeting.
- vii) Capital Budget – The Committee reviewed the General Government capital budget item as presented and recommended that the 2014 draft Capital budget along with the request received from the public budget meeting proceed to the budget process.
- viii) 2013 Honeywell Long-Term Debt Requirement – The Committee recommended to approve new long-term debt financing, in the form of a bank loan, in the amount of \$1.2 Million, with a 4-year term and 14-year amortization for the Phase II (2013) Honeywell Energy Project completed to December 31, 2013 and to proceed with a borrowing By-Law. Further that the Waterworks, Sanitary Sewer and Corporate Projects Reserve Funds finance the balance of the 2013 completed portion of the Honeywell Energy Project

**6. Outstanding Items:**

- i) Old Shambles Road – CAO/Solicitor
- ii) Couchiching Sewer and Water Agreement Signage
- iii) Indigent Burial Policy – G. Treftlin, Clerk


**7. Non-Agenda Items: None**

**8. Information:**

- i) Administration & Finance Stats as at October 31, 2013

**9. Next meeting date: December 03, 2013**

  
Ken Perry, Chair

  
Mark McCaig, CAO

**Operations & Facilities Executive Committee**  
**Minutes of Meeting**

**Date: Wednesday, November 20, 2013      Session No. 67**



A meeting of the Operations & Facilities Executive Committee was held in the Committee Room on Wednesday, November 20<sup>th</sup>, 2013 from 7:36 a.m. to 8:35 a.m.

Committee Members Present: Rick Wiedenhoeft, Chair, Paul Ryan, Ken Perry, Mark McCaig, CAO and Doug Brown.

Also Present: Mayor Roy Avis

1. Call to Order 7:36 a.m.
2. Disclosure of pecuniary interest as required under the *Municipal Conflict of Interest Act* by Committee Members on agenda items. None.
3. Agenda items considered at this meeting:
  - 1) Approve the minutes of the meeting of this Committee on November 6, 2013 - the minutes were approved as circulated.
  - 2) October 2013 Drinking Water Systems Monthly Summary Report – the report was reviewed and will be forwarded to Council for approval.
  - 3) 2014 Operations & Facilities Division User Fees & Charges – the report was reviewed and will be forwarded to Council for approval.
  - 4) First Draft of 2014 Operating & Capital Budget for Operations & Facilities Division, Water and Sewer General Fund – the 2014 Capital and Operating budget for the Operations and Facilities Division was reviewed and will be forwarded to the Treasurer for assembly of the entire budget for the Town of Fort Frances.
4. Non-Agenda Items: None
5. Resolutions: None

Adjourned at 8:35 a.m.

There being no further matters before this Committee at this time this meeting was closed.

  
Chair

  
Manager

November 20, 2013 O&F Exec Minutes.doc