

# TOWN OF FORT FRANCES

## AGENDA - October 28, 2014

### MEETING - Council Chambers , Civic Centre

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#### **COUNCIL MEETING**

(Session No. 119) to immediately follow the Committee of the Whole

- 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 Terry Parks - Fencing Issues. 3 - 9

#### **Consent Agenda:**

- 3.1 Summary Report: 10
- 3.2 Items Referred from Committee of the Whole
- 3.3 Request from L.G. Phillips, Barrister & Solicitor re: Carmody Properties - Pit Road No. 1. 11 - 12
- 3.4 Letter received October 23, 2014 from Jack and Camie Gray re: Sewer Line Issues. 13 - 16

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

- 4.1 Session No. 118 dated October 14, 2014\*.

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

- 5.1 Session No. 147 dated October 14, 2014\*.

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

##### **By-Laws:**

- 7.1 A By-Law to authorize renewal of a joint use agreement with Rainy River District School Board and Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances to provide for operation and maintenance of a theatre for the performing arts - Townshend Theatre. 17 - 25
- 7.2 A By-Law to amend By-Law 6/77 to limit the tenure of office of appointments by Council to boards and committees. 26
- 7.3 A By-Law to approve a contract awarded to Tradewind Scientific Ltd. for 27 - 39

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supply and installation of an electronic runway surface condition inspection and reporting system at the Fort Frances municipal airport (Tender 14-OF-10).	
7.4 A By-Law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Strategic Economic Infrastructure Program for financing of a Northern Community Capacity Building Program Project.	40 - 73

**New Items:**

8.1 Request from NOMA for support of a resolution passed from the City of Kenora re: NOMA requesting intervener status in the Trans Canada Pipelines - Energy East Project.	74 - 76
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**Information Correspondence:**

9.1 Association of Municipalities of Ontario Communicate dated October 15, 2014 re: Member's Policy Update - Elliot Lake Inquiry Recommendation Released.	77 - 78
9.2 Association of Municipalities of Ontario Watch File dated October 23, 2014.	79 - 80
9.3 Correspondence dated October 17, 2014 from Premier Kathleen Wynne to Mayor R. Avis re: Possible Restart of the Pulp Mill in Fort Frances.	81
9.4 Notice of Decision dated October 22, 2014 from the Committee of Adjustment re: File B1/2014 - 1645 Colonization Road W.; B2/2014 - 1653 Colonization Road W.; A13/2014 - 1127 First Street E.; and A14/2014 - 642 Second Street West.	82 - 83
9.5 Fort Frances Museum and Cultural Centre - Fall 2014 Newsletter.	84 - 87

**Minutes:**

10.1 Committee of Adjustment dated September 15, 2014.	88
10.2 Administration and Finance Executive Committee dated October 7, 2014*.	89 - 92
10.3 Operations and Facilities Executive Committee dated October 8, 2014*.	93 - 94
10.4 Fort Frances Museum Advisory Committee dated October 20, 2014.	95 - 96

**Non-agenda Items**

**Adjournment**

**\* Previously distributed to Council**

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

Terry Parks

914 Armit Avenue

Fort Frances, On P9A 2J6

October 17, 2014

OCT 17 2014

Mayor and Council

Gentlemen,

Since receiving your letter dated September 15, 2014 and reviewing Patrick Briere's report dated September 15, 2014, I have asked the Deputy Clerk to be included on the agenda for the October 28, 2014 meeting. Since the allotted time for presentations is ten minutes, I have decided to write this letter to Mayor and Council and ask to have the by-law fence issue re-visited as I feel the by-law has not been followed to the letter of the law.

First issue is my legal right as adjoining property owner to object to the way the fence was constructed, such as having posts and horizontal support rails on my side, with the good side facing the builders side. Posts jutting out two inches from the fence.

Secondly, horizontal support rails do not meet minimum requirements of the by-law as they are one inch thick and not one and one half inch, the posts are three by four and a quarter not three and a half by three and a half. I understand by-law Officers refer to the fence as sturdy. Where in the by-law does it say this is acceptable?

Then there is the issue that by-law Officers have accepted this fence as a "shadow box fence". I refer to the internet for support and information on the definition of a shadow box fence and find it to be described as a fence with both sides equal. My neighbor's fence has a wall of solid pickets facing in and randomly spaced pickets nailed to the horizontal members with that inch of wood separating them on my side.

I would like to have access to the source of information the by-law Officers used to determine their version of a shadow box fence.

I believe that the re-writing of the Fencing By-Law in 2009 were in part to deal with exactly this type of fence, because the by-law specifically mentions the fence and

instructions for where posts and horizontal support rails go, minimum sizing of material requirements for posts and horizontal support rails. It also has insured adjoining property owners the opportunity to dis-agree or agree with the fences construction.

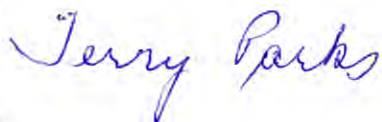
It is my opinion that if this fence remains as compliant with the by-laws, it will be like going backwards with the fencing by-law. It is my understanding that the Town's By-laws are Legal and Binding, so it is of my opinion that an ammendment to the By-law at this late date is not acceptable as it would be changing an established law to accept a non-compliant fence.

Since this fence issue came to be, I have been looking at fences. What I see is that people building fences are doing so in compliance with the by-law . Meaning the good side out, even adding two by fours if the pre-fab fence panels have sub-standard horizontal support rails. Again this is my opinion, it proves to me that the by-law had been working for the Town Residents. My question is : why go backwards ? I still believe the By-Law Officers have over-stepped thier authority in this matter.

My hope is that this letter will be reviewed before my time to speak arrives.

Thank you for considerations in this matter.

Sincerely,



Terry Parks























**REPORT TO:** Mayor and Council

**FROM:** E. (Lisa) Slomke

**SUBJECT:** Council Meeting - Tuesday, October 28, 2014  
Consent Agenda Items

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1. Items referred from Committee of the Whole:  
See individual reports.
2. Request from L.G. Phillips, Barrister & Solicitor re: Carmody Properties – Pit Road #1.
  - will be referred to Planning and Development Executive Committee for recommendation.
3. Request received October 23, 2014 from Jack and Camie Gray re: Sewer Line Issues.
  - will be referred to Operations and Facilities Executive Committee for recommendation with input from the Chief Building Official.

/ls  
October 23, 2014

A handwritten signature in black ink, appearing to be "E. Slomke", is located to the right of the typed name and date.



**LAWRENCE G. PHILLIPS****BARRISTER • SOLICITOR • NOTARY PUBLIC**

October 22, 2014

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

FAX: 274-8479

Dear Faye Flatt:

RE: Carmody Properties - Pitt Road #1

Further to our telephone conversation of October 14, 2014, we were applying for easements for the sewer lines across the eastern portion of each of these lots along Pitt Road, as set out on the plan attached hereto. Now Mr. Petsnick, who is buying the old Carmody house from the estate, has requested a desire to subdivide that land and again he will need an easement for the sewer line to service his proposed lots.

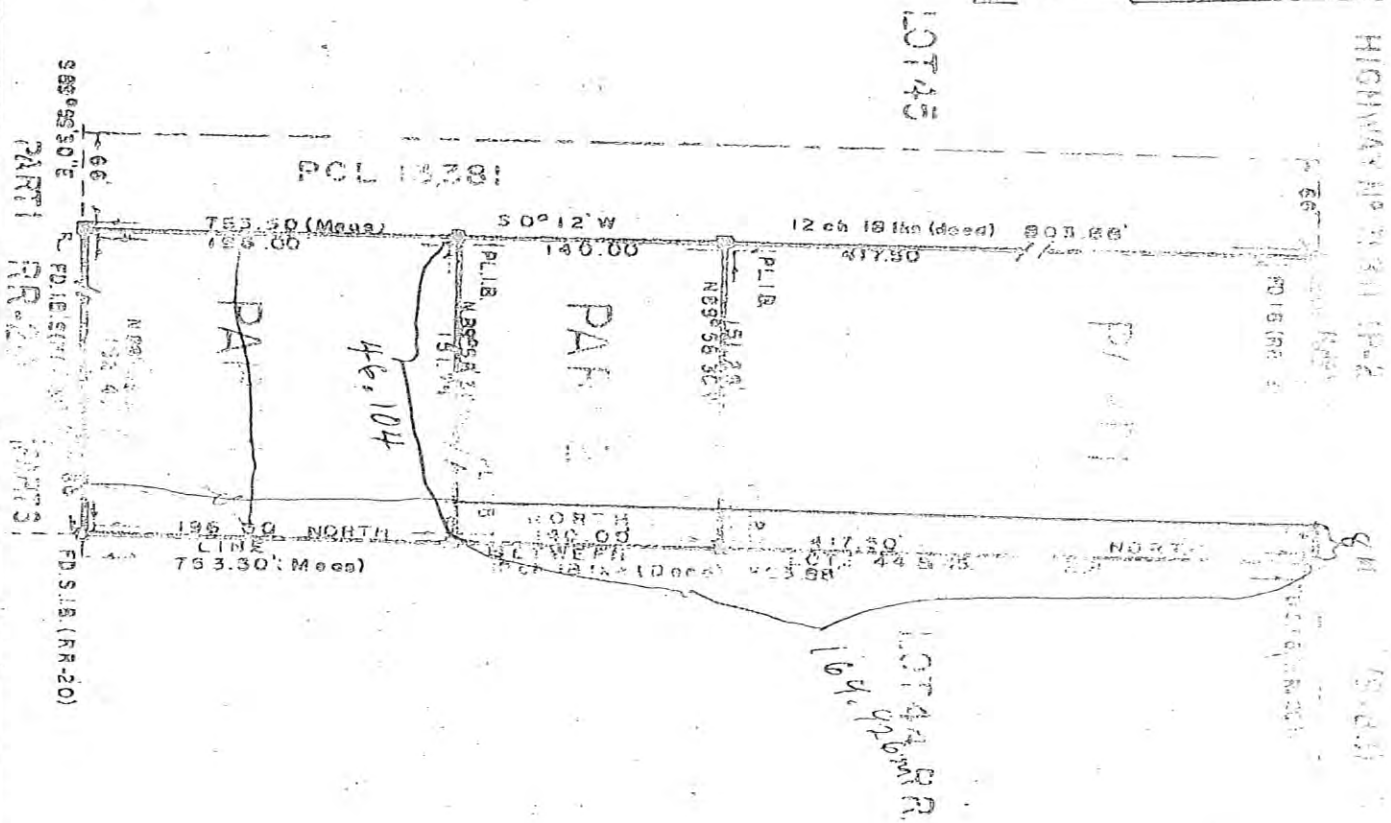
When I looked at this, I thought that it might be a better idea to transfer all the easements to the Town. If the Town had the easements, they could still require each lot owner to pay for the installation and maintenance of the sewer line, but at the same time it would give the Town control over the sewer line for such things as materials, depth and placement. You advised that you would have to take it up with Mr. Brown and I welcome you to do so.

Yours very truly,

LAWRENCE G. PHILLIPS  
Barrister and Solicitor

LGP/lc/arm  
encls.

cc: Glenn Carmody  
Patricia Boustead  
Dave Petsnick



PLAN 48R-547  
APPROVED  
ASST EXAMINER OF SURVEYS  
PLAN 48R  
RECORDED UNDER No  
REGISTERED  
MASTER OF TITLES  
PARTS 1, 2 & 3 ALLOF  
PARCEL 10, 271  
K-1234

SCALE 1"=100'  
H.A. SMITH O.L.S.  
1971

SURVEYOR'S CERTIFICATE

I hereby certify,

- (1) That this survey and plan are correct and in accordance with the Surveys Act and the Land Titles Act and the regulations made thereunder.
- (2) That I was present at and did personally supervise the survey represented by this plan.
- (3) That this plan contains a true copy of the field notes of survey.
- (4) That this survey was completed on the 1st day of May 1971.

Fort Frances, Ont.  
May 3rd, 1971.  
*Harold A. Smith*  
Harold A. Smith  
Ontario Land Surveyor

LEGEND:

- I.B. Denotes Iron Bar 5/8 sq r 24"
- S.I.B. Denotes Standard Iron Bar
- D.D. Denotes Found
- P.L. Denotes Planted

Bearings hereon are derived from the north limits of PART 1, RR-20, reference S65°56'30"E.





Dear Mr Mayor and Council

In November 2013 we had a house fire.

In January 2014 the water line in the basement froze and flooded the basement.

In February 2014 the furnace quit and all the water lines to the cast iron radiators and the radiators froze and burst.

On October 11<sup>th</sup>, 2014 our home was torn down.

On Monday October 20, 2014 I met with Travis Roy for a building permit to put a Modular home on our existing basement. The basement has been ok'ed by an engineer. Travis told me that the windows we purchased for the basement were not to code. When I left the meeting I went to check on larger windows and received a call from Travis to inform me of By-Law 16/06 – 6.7 and 6.8 and By-Law 6/92 – 8. We were given a copy of the BY-Law. When we read this there is no mention of a sewer line. This By-Law does not state anything about sewer lines and only deals with water service connections. I have met with Travis on numerous occasions and have complied with all of the codes and By-Law's he has set out for me. Why were we not informed of this By-Law before we ordered a house and had the house tore down and paid engineers and all of the extra added costs?

Our sewer was scoped by Tom Veert September 15<sup>th</sup>, 2014 and roots were found to be in our sewer line on our property. We will have the roots removed and this was approved by Travis.

Mr Veert gave the tape to the town.

The sewer has a glitch/movement or defect 58 feet from the drain in the existing basement. This is out in the center of the Kings Highway. Kings Highway is the truck route for all the transports that go through town and also is the main roadway to the west end of town.

We can get a building permit but in order to get an occupancy permit we have to sign a statement that we will be liable if in the future any problems occur in the sewer line 58 feet out from our home. We have no control over the traffic that travels over this sewer line. If we have to be responsible for this sewer line we ask that you stop all traffic from driving on it or maybe setup a toll to cover some of the future costs.

If our house had not burnt and we were still living there and the sewer line broke 58 feet out from our home the town would have been responsible to cover the cost. The basement is the same and the sewer line into our home will not change, the only change will be a new structure on the existing basement. But now that we have had a fire, a flood and the heating system froze and burst – all within 4 months – the town feels that we should be responsible for the sewer line 58 feet from our home.

We have been told that if we move into our new home, which is built to the town's specifications, we will be charged and will have to pay \$300 a day. We have continued to pay our taxes for a year based on a house that does not exist with no refund. Inevitably our taxes will be raised and we still have to pay for the town's sewer main.

We have no choice but to sign a letter accepting responsibility for the town's sewer line if we want to move back into our home.

If we sign this letter it will only be because the town of Fort Frances is forcing us to and we do it under duress. We still have not seen any By-Law that talks about sewer lines only water service.

Please look into this and let us know what we have to do next. Please also explain where the By-Law that was given to us mentions anything in regards to the sewer lines. Please make this By-Law public knowledge so others can make a choice before paying for buildings that they may chose not to build if they knew of the added financial responsibility.

Jack and Camie Gray

The image shows two handwritten signatures in black ink. The top signature is for Jack Gray, featuring a stylized 'J' and 'G'. The bottom signature is for Camie Gray, with a more cursive 'C' and 'G'. Both signatures are written in a fluid, personal style.

## TOWN OF FORT FRANCES By-Law No. 16/06

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mains located on private property shall be constructed in accordance with the Ontario Building Code as revised from time to time and in accordance with good engineering practices and shall be approved by the Chief Building Official. Where the Ontario Building Code is silent the Town's specifications shall be applied and shall prevail.

### 6.3 Connection to main – prior application

The installation of the water service pipe connection will not be scheduled or commenced in any way until the customer has met the requirements of this by-law.

### 6.4 Installation – alteration – approval by Town

For any new water service pipe or private main installation, or alteration of existing water service pipes or private mains, the owner must apply for approval from the Town.

### 6.5 Installation inspection by Town

The Town must inspect all water service pipes and appurtenances installed, including those required under a Subdivision or Development Agreement. The charge for inspection is to be at an hourly wage charge plus a vehicle or as specified in the Subdivision or Development Agreement.

### 6.6 Installation – access for inspection

The Town or persons authorized by the Town for inspection shall be, at all times, entitled to enter any premises for the purposes of examining pipes, connections and fixtures which are used in connection with the water service pipe and/or service main.

### 6.7 Termination of service – building demolition – permanent/temporary

In the event of the demolition of any building or buildings on a premise serviced with water and the appropriate application made with the Town, the existing water service is to be terminated as follows:

- a) Where the water service pipe is to be permanently terminated the service pipe, at the discretion of the Engineer is to be disconnected at the water main, the water main plugged, and the curb box and rod removed at the owner's expense.
- b) Where the water service pipe is to be temporarily terminated, the Town shall turn off the shut-off valve (curb stop), at the owner's expense.

### 6.8 Termination of service – reconnection – inspection

Where a water service connection is required to be reconnected to a premises, such service shall be dug by the Owner/Applicant at the property line, water service expose and inspected by the Town to ensure that such service meets present standards.

If existing service is acceptable the Owner may proceed with its installation. Connections to existing services are to be inspected by the Town prior to backfilling at the inspection rate as set within this by-law.

If existing service does not meet present standards or by-law requirements the Owner shall make application for new service as described in Section 2.1 of this by-law.

The Owner/Applicant shall be liable for the cost of locating water service connections upon application for reconnection.

### 6.9 Maintenance of service stub – Town

The Town of Fort Frances at its expense shall maintain the water service stub.

### 6.10 Maintenance of service extension and private main – Owner

Any and all defects to the water service extension and private main shall be repaired by the owner of the property being serviced. Should the Town become aware of any such defect, and upon written notification to the owner, the said defect is not repaired, within seven (7) days of the date of the notification or within such time as the Engineer may deem necessary, then the Town may turn off the water supply to the property. Once the owner has repaired the water service extension the Town will restore the water supply to the premises. The owner shall be charged for the turn "off/on" of the water supply in accordance with the Town's User Fee By-law.

### 6.11 Access to shut-off valves

All shut-off valves must be left clear and accessible at all times so that the water in the water service pipe and private mains may be turned off or on as may be found necessary by the Engineer.

### 6.12 Responsibility for protection, water loss, damage

All water service extensions to and including the meter shall be properly protected from frost and any other damage at the expense and risk of the owner of the property being serviced. The owner shall be responsible for the water loss occasioned by a leak in the water service extension and/or private main and the charge for such water loss shall be determined by the Engineer, shall be paid by the owner upon demand by the Town, and the Town shall not be held responsible for any damages arising from such leakage.



7. In the event of the demolition of any buildings serviced by private drain or water connections, application in the form of Schedule "C" attached to and forming part of this by-law, shall be made to the Public Works Department for termination of water services and private drain connections and the costs thereof shall be as set out in said Schedule "C" and shall be borne by the applicant.

8. Where private drain or water service connections are required to be reconnected to any property, such services shall be dug and inspected by the Town to determine the condition of such private drain or water service, and the fee therefor shall be as provided for in Schedule "C" to this by-law for termination of service, and where it is determined that replacement is necessary, such private drain or water service connections shall be replaced at the rates as set out in Schedule "B" to this by-law as may be amended from time to time.

9. The applicant shall be liable for the cost of locating private drain or water service connections upon application for reconnection.

10. The drainage of weeping tile water, surface water and roof water into the sanitary sewer is prohibited and shall apply to:

- a) all new construction;
- b) replacement construction where the building was demolished or destroyed;
- c) addition and/or expansion construction
- d) total interior renovation construction.

Where, in the opinion of the Public Works Manager, weeping tile drainage cannot be discharged into the yard, such discharge, subject to design approval of the Public Works Manager, may be drained into open ditches or a storm sewer system. The owner shall bear all connection and maintenance costs.

11. The fee to be charged for water service to be turned on or off shall be in the amount as set out in Schedule "D" attached to and forming part of this by-law.

12. That the procedures for thawing frozen water service connections and the charges therefore shall be as set out in Schedule "D" attached to and forming part of this by-law.

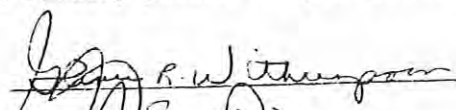
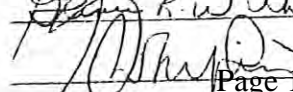
13. Every person requesting services to be performed by the Public Works Department of the Town of Fort Frances with respect to maintenance works on private drain connections and/or water service connections shall submit said request in the form as follows:

- a) with respect to water service connections - Schedule "D" attached to and forming part of this by-law;
- b) with respect to private drain connections - Schedule "E" attached to and forming part of this by-law.

14. Charges for maintenance services on private drain connections performed by the Public Works Department shall be as set out in Schedule "E" attached to and forming part of this by-law.

That this by-law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 10th day of February 1992.

 MAYOR  
 CLERK



TOWN OF FORT FRANCES

BY-LAW NO. 56/97-B

(Being a by-law to authorize renewal of a joint use agreement with the Rainy River District School Board and Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances to provide for the operation and maintenance of an auditorium facility as part of a multi-use facility - the *Education Act*, R.S.O. 1990 c.E.2, the *Municipal Act, 2001*, S.O. 2001, c.11, section 3.)

WHEREAS by by-law passed August 25, 1997, Council approved entering into a joint use agreement with respect to a community auditorium as part of a multi-use facility;

AND WHEREAS on October 14, 2014, Council approved renewal of the joint use agreement for a five year term as proposed by the Parties to the agreement,

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

1. That the renewal agreement between the Rainy River District School Board; The Confederation College of Applied Arts and Technology and the Corporation of the Town of Fort Frances in the form attached hereto as Schedule "A" to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 28<sup>th</sup> day of October 2014.

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

\_\_\_\_\_  
E. Slomke, Clerk

## **AGREEMENT**

**Between**

**RAINY RIVER DISTRICT SCHOOL BOARD**  
(hereinafter called the "Board")

**And**

**THE CONFEDERATION COLLEGE OF APPLIED ARTS AND TECHNOLOGY**  
(hereinafter called the "College")

**And**

**CORPORATION OF THE TOWN OF FORT FRANCES**  
(hereinafter called the "Town")

WHEREAS the Board and the College have constructed a Multi-Use Facility on lands within the Town of Fort Frances;

AND WHEREAS the Town has constructed a theatre for the performing arts (hereinafter called the "Theatre") within the Town of Fort Frances;

AND WHEREAS the Town, the Board and the College acknowledge that the existence of a theatre in conjunction with a secondary/post-secondary school is beneficial to the School and the Theatre;

AND WHEREAS the Town, the Board and the College acknowledge that significant savings have been achieved for each Party through the construction of a Multi-Use Education Facility;

AND WHEREAS the Parties wished to enter into an agreement to provide for the ownership, construction, maintenance, operation and management of the Theatre;

AND WHEREAS this agreement is entered into pursuant to the provisions of Section 183 of the *Education Act*, R.S.O. 1995 C. E2.

NOW THEREFORE witnessed that in consideration of the mutual covenants herein contained and other good and valuable consideration, the Parties agree as follows:

1. Funding for the Community Auditorium project is as per the following resolution approved by the Corporation of the Town of Fort Frances (February 24, 1997) as follows:

"That this Council commit to financing the net cost of construction of a new Community Auditorium Facility, the net cost of which is to be determined as follows:

Actual Cost capped at \$2,000,000 less any senior government funding, less a minimum of \$500,000 to be raised by the Community Auditorium Committee."

Construction of the Community Auditorium will be in conjunction with the construction of a new Multi-Use Facility on the lands described in Schedule "A".

2. In consideration of the Town's substantial financial contribution towards the capital cost of construction of the Theatre, it is agreed that the Town shall be entitled to the use of the Theatre in priority to the Board and the College; and, that the Board and the College shall be entitled to the use of the Theatre as set out herein.

## **OWNERSHIP**

3. It is understood and agreed that the Board shall own the land and buildings upon which the Theatre is to be constructed subject to the provisions hereinafter set out which shall prevail in the event the Board no longer requires the Multi-Use Facility for education purposes. In the event, it is understood and agreed that all equipment, furnishings and fixtures placed in the Theatre shall remain with the Theatre and shall thereupon be owned by the Town unless expressed arrangements are otherwise made at the time of the acquisition of the equipment, furnishings and fixtures.
4. In the event the Board and the College determines that they no longer require the Multi-Use Facility for education purposes, the Board agrees that the Town shall, immediately thereupon be deemed to have leased that portion of the premises that comprises the Theatre together with that portion of the parking lot and driveway necessary to serve the Theatre for the sum of \$10.00 per annum for a term of fifty (50) years to commence when the Board and the College cease to use the Multi-Use Facility for their education programs. The Board and the College agree that they shall not make any application for rezoning for the remainder of the Multi-Use Facility lands for any purpose which is deemed by the Town to be incompatible with the Town's use of the Theatre lands.

## **MANAGEMENT AND OPERATION**

5. The Town, at its expense, shall be primarily responsible for the management of the Theatre, including the establishment of the charges for the use of the Theatre and the booking of the use of the Theatre. The Board, in conjunction with its maintenance of the Multi-Use Education Facility and at its expense, shall be primarily responsible for the day to day operation, maintenance and caretaking of the Theatre and shall pay all operating costs, including, but not limited to snow removal, janitorial and utility charges. The College will

become a partner through active participation in the Theatre Management Advisory Committee.

6. The Town, when operating the Theatre, will be exempt from Board Policy 6.10, Community Use of School Facilities and Grounds. The schedule of charges set out in Policy 6.10 shall not apply except that the Town agrees to be responsible for direct additional caretaking costs (being the costs not contemplated by paragraph 5 hereof) incurred by the Board as a result of the Town's use of the Theatre or as a result of a use authorized by the Town (other than the Board's use). These costs shall be invoiced by the Board and paid by the Town.
7. The Town shall be entitled to all rental revenue from the Theatre it being understood that such revenue, will be applied to defray the costs to be paid by the Town pursuant to paragraph 5 hereof and the surplus, if any, shall be retained and allocated for Theatre purposes. Notwithstanding the generality of the foregoing, in the event the Board or the College wishes to undertake special fundraising events to take place within the Theatre outside of regular school hours, the Board or the College may retain such revenue provided the ticket surcharge, as set in paragraph 13, is remitted to the Town. In such event, the Board or the College agrees to advise the Town of the nature of such special fundraising events prior to their occurrence.
8. In the event that special temporary services and/or facilities not normally available for the operation of the Theatre are required, such facilities and services, including the caretaking services not provided pursuant to paragraph 5 hereof, shall be paid for by the Party requiring same. It is expressly understood and agreed by the Parties that the lighting and sound equipment shall only be operated by competent persons as approved by the Town, which approval will not unreasonably be withheld and which approval will be given on the basis of competency and not given or withheld on the basis of union membership. It is further agreed that nothing may be permanently installed in the Theatre by either Party without the written consent of the other Party.
9. At all times when the Board has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre. Similarly, at all times when the Town or the College has the exclusive use of the Theatre, it shall provide competent and adequate supervision to ensure the safety of the Town and the Board's property and of persons using the Theatre.
10. It is understood and agreed that the Theatre shall be available for use each and every day between the hours of 8:00 a.m. and 1:00 a.m. and that the Town shall have the right to book the use of the Theatre during such hours. Notwithstanding the generality of the foregoing, prior to September 1 of each year, the Town and the Board agree that a representative of the Town and the Principal (or designate) shall establish a schedule of the Board's use of the Theatre for the next 12 months. Usage at the Theatre will be assigned according to the following priorities: a) events b) rehearsal of events c) ongoing practices and classes. The schedule shall be shared with the Theatre Management Advisory



Committee. It is generally understood and agreed that for the purposes of establishing such schedule, the Board shall have the option to schedule the use of the Theatre from 8:00 a.m. to 6:00 p.m. on each school day, as outlined in the school year calendar, provided by the Board. The Board's use of the Theatre shall be at no cost to the Board. In the event of a dispute or conflict with respect to the booking of the Theatre, the decision of the Theatre Management Advisory Committee as hereinafter defined shall be final.

11. The Town agrees that in the event it books the use of the Theatre during regular school hours, care shall be taken that such use shall not interrupt or cause a disturbance to any regular Multi-use Education program.
12. Persons using the Theatre shall not be allowed on Board or College property during the Town's use of the Theatre except as may be reasonably necessary to permit the use of the Theatre or as may be expressly agreed upon from time to time.
13. Prior to September 30 in each year, the Town and the Board agree that a representative of the Town and a representative of the Board shall meet to establish a recommended operating and capital budget for the Theatre which budget shall be submitted for approval to the Council of the Town and the Trustees of the Board. It is expressly understood and agreed that the Board and the Town shall contribute, as budgeted from time to time, towards the capital costs of maintaining and equipping the Theatre.
14. In order to assist with the funding of future capital requirements of the Theatre, the Town and the Board agree that whenever there is an admission charged for an event held at the Theatre, a surcharge in an amount as will be determined from time to time through the budget approval process, shall be applied at the time of sale of each ticket and the amount collected shall be held in a reserve account by the Town to be applied only to capital expenditures for the Theatre. Any dispute over the application of the "surcharge" shall be referred to the Theatre Management Advisory Committee for resolution.
15. The Town, the College and the Board mutually indemnify and hold each other harmless and their respective servants and agents from and in respect of all manner of claims, actions, demands, and suits made against either of them arising out of or in connection with their use of the Theatre, together with all costs and expenses related thereto including legal costs, unless due to the other party's negligence or that of its respective servants or agents. The Board, the College and the Town agree to keep in place appropriate policies of insurance in respect of the Theatre.
16. The Town and the Board agree that there shall be established a Theatre Management Advisory Committee to provide advice to the Town, The College and the Board from time to time with respect to the operation and needs of the Theatre. The Theatre Management Advisory Committee shall be comprised of one Rainy River District School Board Trustee and one member of the Board staff to be appointed by the Board; one member of the Council of the Town of Fort Frances and one member of Town staff to be appointed by the

Town; two members of the community to be appointed by the Town; and, one member of Confederation College. This Committee shall meet at least quarterly. It is expressly understood that such Committee shall have no budget responsibility.

17. In the event there is a difference arising as between the Town and the Board in respect of this Agreement which the Parties themselves cannot resolve, the dispute shall be resolved by arbitration under the *Arbitrations Act*, as amended from time to time. Such differences shall be determined by a single arbitrator jointly appointed by the Parties and failing agreement in such appointment, the arbitrator shall be appointed as provided in the *Arbitrations Act*.
18. No rights under this Agreement are assignable and neither Party shall assign any of its rights unless agreed to by all Parties.
19. The term of this Agreement shall be five (5) years and shall be reviewed and renewed for further terms of five (5) years unless terminated on mutual consent by both the Board and the Town. The Town shall immediately upon such termination, be deemed to have leased the Theatre upon the terms and conditions set out in paragraph 7 and shall be entitled to take immediate possession of the Theatre.
20. This Agreement may be reviewed by all Parties at any time and any term of the Agreement may be amended or waived at any time upon mutual consent of the Parties. The failure of any Party to enforce any term or obligation of the other shall not be deemed to be a waiver of such term or obligation, or permission for any subsequent breach of the same, and either Party may at any time enforce such term or obligation. The waiver by either Party of any breach of any term or obligation hereof shall not be deemed to be a waiver of such term or obligation with respect to any subsequent breach.
21. Any notice required to be given under this Agreement shall be deemed to have been given if sent by registered mail, postage prepaid, or by telephone facsimile transmission, respectively addressed.

In the case of the Board to:

The Rainy River District School Board  
522 Second Street East  
Fort Frances, ON P9A 1N4

Attention: Director of Education

Telephone Facsimile: 807-274-5078

In the case of the Town to:

The Corporation of the Town of Fort Frances  
P.O. Box 38



Fort Frances, ON P9A 3M5

Attention: Chief Administrative Officer

Telephone Facsimile: 807-274-8479

In the case of the College to:

Confederation College of Applied Arts and Technology  
P.O. Box 398, Postal Station F  
Thunder Bay, ON P7C 4W1

Attention: Vice President of Student and Corporate Services

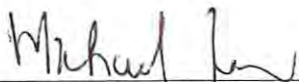
Telephone Facsimile: 807-623-4675

or such other address or telephone/facsimile number as the Parties may respectively notify each other in writing, and such notice shall be deemed to have been received, if mailed, on the fourth business day next following the mailing thereof and if sent by telephone facsimile transmission, on the business day next following the telephone facsimile transmission thereof.

22. This Agreement shall become an Addendum to the existing Multi-Use Facility Agreement, March 1, 1994, between the College and the Board.
23. This Agreement shall be binding upon and ensure to the benefit of the Parties and their respective successors.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals, or have hereunto affixed their corporate seals attested by the hands of the duly authorized officers of the Parties.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.



\_\_\_\_\_  
Chair, Rainy River District School Board



\_\_\_\_\_  
Director of Education, Rainy River District School Board

\_\_\_\_\_  
Mayor, Corporation of the Town of Fort Frances

\_\_\_\_\_  
Chief Administrative Officer, Corporation of the Town of Fort Frances

\_\_\_\_\_  
President, Confederation College of Applied Arts and Technology

## SCHEDULE A



06-May-13  
2:56:35 PM

**TOWN OF FORT FRANCES**  
320 PORTAGE AVENUE  
FORT FRANCES, ON  
Phone: 807.274.5323

**PROPERTY INFORMATION FOR: 59-12-010-004-00700-0000**

<b>Owner &amp; Mailing Address</b> RAINY RIVER DISTRICT SCHOOL 522 SECOND ST E  FORT FRANCES ON  P9A 1N4	<b>Property Location Information</b> 440 MCIRVINE RD Fort Frances  <b>Frontage</b> 0 <b>Depth</b> 0 <b>Area</b> 19.56 PT RIV R LOT 39 TO 40 PCL,19244
--	--

**Notes**

**Official Plan**

Code	Description
LIVING	Living

**Zoning**

Code	Bylaw	Description
I		Institutional

**Structures on Property**

Year	Code	Description	Storeys		Area			Bed.	Bathrooms		Floor Area		
			Full	Half	Total	Bsmt	Bsmt Finished		Full	Half	1	2	3
1	1973 1973 650	Secondary School	2	0	60568						0		

**Property Documents**

Document ID	Date	Document Type	Unit	Status	Status (Manual)
2011023	09-May-11	Institutional Alteration/Renovation-Buildin	MCIR	COMPLETE	Issued

Monday, May 06, 2013

Page 1 of 1

TOWN OF FORT FRANCES

BY-LAW NO. 6/77-E

(Being a by-law to amend Town of Fort Frances By-Law No. 6/77, a by-law to limit the tenure of office of appointments by Council to boards and committees.)

WHEREAS on September 22<sup>nd</sup>, 2014, Council approved a report that recommended the abolishment of term limits for those boards and committees appointed by Council.

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

1. That Town of Fort Frances By-Law No. 6/77 and 6/77-C, be now further amended removing all reference to term limits for those boards and committees appointed by Council.

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 28<sup>th</sup> day of October 2014.

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

\_\_\_\_\_  
E. Slomke, Clerk

TOWN OF FORT FRANCESBY-LAW NO. XX

(Being a by-law to approve a contract awarded through the public tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.11, section 2 (4).)

WHEREAS on October 14, 2014 Council awarded a contract (14-OF-10) to Tradewind Scientific Ltd. for supply and installation of an electronic runway surface condition inspection and reporting system at the Fort Frances municipal airport;

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

1. That the award of a contract under Tender 14-OF-10, identified as Schedule "A" attached hereto in the form of a contract document dated September 9, 2014 with Tradewind Scientific Ltd. and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 28<sup>th</sup> day of October 2014.

---

R. Avis, Mayor

---

E. Slomke, Clerk

**SECTION 3****FORM OF TENDER**

The following Tender is hereby submitted to:

THE TOWN OF FORT FRANCES  
hereinafter called the Owner

**3.1 COMPANY/FIRM NAME**

Tender By: Tradewind Scientific Ltd.  
Official Name of Tenderer (hereinafter called the Supplier)

**3.2 TENDER SCHEDULE**

The "Supplier" agrees to furnish all equipment and services necessary for the Corporation of the Town of Fort Frances in accordance with the Tender Documents, Specifications and any Addenda received for the unit price quoted in this Form of Tender.

**3.3 TENDER PRICES**

The undersigned has examined the Contract Documents and has ascertained all necessary particulars with regard to the tender and upon acceptance of this Tender, shall enter into an agreement for the Item, at the prices stated below.

The unit prices shall include the supply of labour, materials, equipment, duties, taxes, patent, royalties, and insurance charges, transportation charges, and all other charges for the completion of work as specified herein. The unit prices below shall apply for the purpose of payments and shall apply throughout the time period specified in this Contract.

All items in the schedule of Unit Prices must be filled in to validate this Contract.

*C.S.T.*



**3.4 SCHEDULE OF PRICES****1. Electronic Runway Surface Condition Inspection and Reporting System**

a) Net Tender Price	\$ <u>\$24,750.00</u>
H.S.T.	\$ <u>\$3,217.50</u>
<b>TOTAL</b>	\$ <u>\$27,967.50</u>

**3.5 LIST OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

<u>No.</u>	<u>Date Issued</u>	<u>Date Received</u>
<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>
<del>_____</del>	<del>_____</del>	<del>_____</del>

*C.S.T.*

## 3.6 SIGNATURES

Susan Ames  
Witness

Susan Ames

89 Vanstone Ave., Kanata, ON  
Address of Witness

Tradewind Scientific Ltd.  
Company Name

C. Leonard Taylor  
Legal Signature

C. Leonard Taylor  
President & CEO

Title

Dated at Ottawa this 9th day of September, 2014

*C.S.T.*

**SECTION 4**  
**STANDARD FORM OF AGREEMENT**

**Tender No. 14-OF-10**

*CS.T.*

## SECTION 4

## STANDARD FORM OF AGREEMENT

## TENDER NO. 14-OF-10

THIS AGREEMENT made in triplicate this 9th day of September  
in the year Two Thousand and Fourteen

BETWEEN:

Tradewind Scientific Ltd.  
(herein called the "Supplier")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF FORT FRANCES  
(herein called the "Owner")

OF THE SECOND PART

WITNESSETH THAT: Whereas the Supplier has represented to the Owner that he is well able to supply the equipment/vehicle described in the Contract Documents.

NOW THEREFORE the parties hereto undertake and agree as follows:

Article 1 - The Supplier shall:

a) Do and fulfill every covenant contained in the Contract Documents and to furnish all labour, material and equipment, unless otherwise indicated, together with all work incidental thereto necessary and required to perform all the Work described in the Contract Documents and which have been executed in triplicate both PARTIES.

*CS.T.*

## Article 2 - The Contract

The Instructions to Tenderers, Form of Tender, Addenda, Form of Agreement, Specifications and Special Provisions are all to be read into and form part of the Agreement and the whole shall constitute the Contract between the PARTIES and it shall accrue to the benefit of and be binding upon them and their successors, executors, administrators and their assigns.

In the event that any of the Contract Documents are inconsistent or in conflict, then such Documents shall take precedence and govern in the following order:

1. Agreement
2. Addenda
3. Special Provisions
4. Contract Documents
5. Standard Specifications
6. Tender
7. Supplemental General Conditions
8. General Conditions

## Article 3 - Terms

The Municipality shall pay to the Supplier in lawful money of Canada for the performance of the contract for the amounts set out under the Schedule of Prices subject to the adjustments, additions, deductions and deletions as provided in the Contract Documents.

## Article 4 - Payments

The Municipality shall pay on account thereof upon the Manager's approval, all monies owing to the Supplier for the items specified in the Contract. Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Supplier.

*C.S.T.*

Article 5 - Communications

All communications in writing between the PARTIES or between them and Tom Batiuk, Airport Manager, shall be deemed to have been received by the Addressee if delivered to the individual or to a member of the firm or to an officer of the Municipality for whom they are intended or if sent by registered mail or by telegram or facsimile transmission addressed as follows:

a) The Supplier at: 2720 Queensview Dr., Suite 1181, Ottawa, Ontario, K2B 1A5  
P: 613.238.1246 F: 613.726.0871 E: ltaylor@tradewind.aero

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b) The Owner at: The Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9  
 Fax No. 807-274-8479

c) The Airport Manager: Tom Batiuk  
 Operations & Facilities Division  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9  
 Fax No. 807-274-7360

*C.S.T.*



Corporate Seals attested by the authorized signing officers of:

Unincorporated Contractors sign below:

September 9th, 2014

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**SECTION 5**  
**SPECIFICATIONS**  
**ELECTRONIC RUNWAY SURFACE CONDITION INSPECTION AND REPORTING**  
**SYSTEM**

**Tender No. 14-OF-10**

*CS.T.*

**Electronic Runway Surface Condition Inspection and Reporting System**  
**SPECIFICATIONS**

**Scope:** The following represents the minimum technical and operational requirements for a Vehicle-based Runway Surface Condition (RSC) Inspection and Reporting System

Item	Description	Bidder's Compliance with Specifications		
		Yes	No	Deviation
1.	The RSC Inspection and Reporting System package shall be comprised of a Touch screen based remote airfield vehicle-mounted computer, a fixed-base computer, complete with a secure wireless data transmission system and printer and a vehicle mounted Infrared Surface & Air Temperature Sensor.			
2.	<p>The airfield inspection vehicle mounted computer unit shall be a rugged Industrial model suitable for long term field use with the following minimum specifications:</p> <p>A) High-brightness TFT Touchscreen, daylight-readable</p> <p>B) Designed to meet MIL Spec 810G for Drop, vibration, moisture, dust, temperature and temperature-shock resistance</p> <p>C) Supplied with hardened Vehicle DC-DC power supply unit</p> <p>D) Equipped with Windows 7 or Windows 8 operating System for compatibility with other airport programs and data</p> <p>E) Include integrated serial/USB data ports for direct interfacing with external sensors such as CRFI instruments and Temperature Sensors.</p> <p>F) Examples of commercial hardware meeting the minimum outlined specifications are:</p> <p>G) Panasonic CF-19 Convertible ToughBook computer (Model CF195HYAXDM with i5 Processor, 4GB RAM)</p> <p>B) Panasonic FZG1 ToughPad Tablet (Model FZG1AABAXBM with i5 Processor, 4GB RAM) With vehicle Toughpad Tabcruzer, Vesa compliant vehicle docking station with expansion ports)</p> <p align="right">Panasonic CF-19</p>			



	<i>(Standard notebook PC computers, iPads or other personal communication devices are not acceptable for this application.</i>			
3.	The inspection vehicle Touch screen unit shall have a wide brightness range allowing good visibility from bright daylight to full darkness, shall have a high brightness daylight-readable (800 NITS +), long-life backlight and shall permit wide-angle viewing. The touch screen control unit shall be mounted on an adjustable swivel bracket to allow driver and/or passenger operation;	✓		
4.	The inspection vehicle unit shall be equipped with a secure hardware and or software operator identification system allowing only authorized users with the appropriate training and access level to sign on, operate and send runway surface condition reports;	✓		
5.	The inspection vehicle unit shall have a selectable direct data interface capability, allowing automated input of CFME data (Continuous Friction Measurement Equipment) Electronic Decelerometer measurements (such as the TES Instruments Mk 3, Bowmonk AFM2 or equivalent) and Infrared Surface & Air Temperature data, along with other specified data inputs;	✓		
6.	The inspection vehicle unit shall be loaded with a Runway Surface Condition Reporting Program configured for the specific airport site including, as a minimum, all runway condition variables as specified by the applicable authority (e.g. ICAO, Transport Canada and/or FAA etc. and the designated airport). This program is to have a graphic-based data entry system, with integrated entry-error trapping, data review and context-sensitive editing features and shall be proven compliant with the most current Transport Canada & NAV CANADA approved SNOWTAM/NOTAM reporting processes.	✓		
7.	The RSC Inspection system shall be a well-established (not prototype) commercial product.	✓		
8.	The RSC Inspection system shall be provided with a data transmission system based on cellular data transceiver or spread spectrum frequency hopping transceiver technology. The system shall permit surface condition report transmissions from anywhere on the airfield in less than 30 seconds using a secure data format, compatible with SNOWiz;	✓		

9.	A dedicated host/receiver desktop unit located at the airport operations centre. This system shall receive, fax, e mail, decode, display, print & archive all transmitted runway surface condition reports sent from the airfield inspection vehicle. The unit will be comprised of the current model, a commercial duty PC equipped with Commercial Operating system and Custom RSC Receiver/Decoder Program, Graphical RSC Data Display, Analysis & Printing Program (etc.) and hardware (CD-ROM, External High-speed Data Modem) required to produce runway surface condition reports on the National or Local Authority specified forms and plain-text ASCII format, as specified by the airport and or the air traffic control provider.	✓		
10.	The host/receiver unit shall have the capability to run without operator intervention, receiving, decoding, printing, forwarding, faxing and e-mailing RCS reports to designated locations upon reception of data from the remote airfield inspection vehicle, and shall also have the capability to forward inspection reports by network and e-mail;	✓		
11.	All RSC reports shall be accompanied by automated UTC (Zulu) Time/Date stamping and shall be automatically archived in a secure format for record-keeping and audit purposes, as well as in a plain-text format for routine data review, exporting and analysis purposes;	✓		
12.	Runway Friction Measurement data shall have an additional automated UTC (Zulu) Time/Date stamp for each runway friction measurement series per ICAO, FAA and Transport Canada recommended procedures;	✓		
13.	The dedicated host/receiver system access shall be configured to allow authorized airport personnel to search, review and download archived runway condition reports. Data shall be available in graphic (Airfield layout diagram), pre-defined forms or text-base printouts;	✓		
14.	Supply of Friction Tester compatible with the Runway Surface Condition Inspection and Reporting System. TES Mk 3 Decel	✓		
15.	The infrared Surface and Ambient Air Temperature Sensor shall be provided with a stand alone display unit as well as direct serial interface capability with the RCR system supplied.	✓		



TOWN OF FORT FRANCESBY-LAW No. XX

(Being a by-law to approve an agreement with the Northern Ontario Heritage Fund Corporation (NOHFC) for financing of a Northern Community Capacity Building Program project under the Strategic Economic Infrastructure Program- the Municipal Act, 2001, S.O. 2001, c.22, section 1, and the Northern Ontario Heritage Fund Act, R.S.O. 1990, c.N.5, Subsection 7(1).)

WHEREAS on March 24, 2014, Council approved the submission of an application with the Northern Ontario Heritage Fund Corporation (NOHFC) under the Strategic Economic Infrastructure Program for purposes of a Northern Community Capacity Building Project known as the “Rainy Lake Market Square Project”.

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 the Northern Ontario Heritage Fund Corporation 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 28<sup>th</sup> day of October 2014.

---

R. Avis, Mayor

---

E. Slomke, Clerk



THE AGREEMENT made in duplicate

**B E T W E E N:**

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

a corporation existing under the laws of Ontario

(“NOHFC”)

- and -

**TOWN OF FORT FRANCES**

a municipal corporation existing under the laws of Ontario

(the “Recipient”)

**Background:**

NOHFC has among its objects the promotion and stimulation of economic initiatives in northern Ontario.

The Recipient has applied to NOHFC for funds to assist the Recipient in carrying out the Project described in this Agreement.

NOHFC is willing to provide funds to the Recipient to assist the Recipient in carrying out the Project on the terms and conditions set forth herein.

**Consideration:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
INTERPRETATION AND DEFINITIONS**

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

- (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;
- (e) “include”, “includes” and “including” shall not denote an exhaustive list; and

- (f) in the event of a conflict between the main body of the Agreement and any schedule, the main body of the Agreement governs unless the schedule states that the schedule or a provision or provisions of the schedule operate(s) despite the main body of the Agreement.

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

**“Agreement”** means this agreement entered into between NOHFC 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 and/or guidelines issued pursuant to that Act.

**“Conflict of Interest”** has the meaning ascribed to it in section 7.2.

**“Effective Date”** is the date the Agreement is signed by NOHFC.

**“Eligible Project Costs”** means the costs paid by the Recipient for the purpose of carrying out the Project for which NOHFC may provide Funds and that are (a) incurred by the Recipient between March 28, 2014 and the expiry or termination of the Agreement; (b) in the sole opinion of NOHFC, reasonable and necessary for carrying out the Project; and (c) limited to the amounts and Project cost categories set out in the Project Costs Chart in Schedule “B”.

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

**“Excess Funds Amount”** means the excess, if any, of  $X - Y$  where  
     “X” is the amount of Funds provided to the Recipient under the Agreement; and  
     “Y” is the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money NOHFC provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Northern Ontario Heritage Fund Corporation and each of its directors, officers, agents, advisors, and representatives;

**“Ineligible Project Costs”** means all Project costs that are not Eligible Project Costs.

**“Maximum Funds”** means the maximum amount payable to the Recipient in respect of Eligible Project Costs under the Agreement, which is the lesser of: (i) the Project Percentage of the total Eligible Project Costs paid by the Recipient to complete the Project, and (ii) nine hundred ninety-seven thousand, five hundred dollars (\$997,500.00).

**“NOHFC Claim Schedule”** means the NOHFC claim schedule set out in Schedule “C”.

**“Notice”** means any communication given or required to be given under the Agreement.

**“Party”** means either NOHFC or the Recipient and **“Parties”** means NOHFC and the Recipient.

**“Project”** means the undertaking described in Schedule “A” and in the Project Plan in Schedule “C”.

**“Project Budget”** means the budget for the Project set out in Schedule “B”.

**“Project Costs Chart”** means the chart of Project costs set out in Schedule “B”.

**“Project Funding Chart”** means the chart of Project funding set out in Schedule “B”.

**“Project Percentage”** means 50%.

**“Project Plan”** means the chart setting out milestones/activities and timelines for the Project in Schedule “C”.

**“Quarter”** or **“Quarters”** means one or more of the following four periods of time in NOHFC’s fiscal year: April 1 up to and including June 30, July 1 up to and including September 30, October 1 up to and including December 31, and January 1 up to and including March 31.

**“Reports”** means the financial and progress reports described in Schedule “E” and any other reports requested by NOHFC.

**“Request for Funds”** means the form set out in Schedule “D” of the Agreement.

**“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:

- (a) 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;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to NOHFC contained in its application and in support of its application (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, except as set out to the contrary in the Agreement; and
- (d) no Conflict of Interest exists.

**2.2 Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and

*Program: Strategic Economic Infrastructure Program*

*Project Number: 8100054*

*Recipient Name: Town of Fort Frances*

Page 3 of 33

- (b) it has taken all necessary actions to authorize the execution of the Agreement.

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, by-laws or other legally necessary instruments to:

- (a) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (b) establish decision-making mechanisms;
- (c) provide for the prudent and effective management of the Funds;
- (d) establish procedures to enable the successful completion of the Project;
- (e) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (f) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 8; and
- (g) 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 NOHFC with proof of the matters referred to in this Article 2.

### ARTICLE 3 TERM OF THE AGREEMENT, USE OF FUNDS AND PROJECT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire one year following the Project completion date set out in Schedule "C" unless terminated earlier pursuant to Article 13 or Article 14.

3.2 **Project and use of Funds.** The Recipient shall:

- (a) carry out the Project;
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, any other orders, rules and by-laws and industry standards related to any aspect of the Project;
- (b) at its own expense, obtain all permits, licences, approvals and authorizations required to complete the Project and satisfy the terms and conditions of the Agreement;
- (c) use the Funds only for the purpose of carrying out the Project; and
- (d) spend the Funds only in accordance with the Project Budget.



- 3.3 **Project use.** The Recipient shall continue to use the market square building (as described in Schedule "A") as a community space for events and local businesses (the "Project Use") for 5 years after the expiry of the Agreement.

#### **ARTICLE 4 CHANGES**

- 4.1 **No changes.** The Recipient shall:
- (a) not make any changes to the Project and/or the Project Budget without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient;
  - (b) not make any changes to the Project Use without the prior written consent of NOHFC, which consent may be conditional on recovery of the Funds provided to the Recipient; and
  - (c) abide by the terms and conditions NOHFC may require in giving such consent.
- 4.2 **Notification.** The Recipient shall notify NOHFC promptly if it becomes aware of:
- (a) any actual or potential material changes to the Project and/or Project Budget;
  - (b) any event that may affect the Recipient's ability to complete the Project in accordance with the Agreement; and
  - (c) any material changes to the Project Use.

#### **ARTICLE 5 FUNDS, PAYMENT AND CARRYING OUT THE PROJECT**

- 5.1 **Obligation to fund.**
- (a) Subject to the terms and conditions of the Agreement, NOHFC shall reimburse the Recipient for Eligible Project Costs paid by the Recipient up to the amount of the Maximum Funds.
  - (b) NOHFC is not responsible for any cost overruns related to the Project. The Recipient shall provide its own funds or funds from other sources for all Eligible Project Costs not reimbursed by NOHFC in the Project Costs Chart and all Ineligible Project Costs. The Recipient is responsible for all costs that exceed the Eligible Project Costs set out in the Project Costs Chart.
- 5.2 **Payment of Funds.**
- (a) Subject to the terms and conditions of the Agreement, NOHFC shall:
    - (i) provide the Funds to the Recipient in accordance with the NOHFC Claim Schedule;



- (ii) issue a cheque in the Recipient's name or deposit the Funds electronically into an account designated by the Recipient in writing, provided that the account resides at a Canadian financial institution and is in the name of the Recipient.
- (b) To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall submit the following to NOHFC:
  - (i) a completed Request for Funds; and
  - (ii) copies of all invoices or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred relating to the Eligible Project Costs claimed in the submitted Request for Funds and copies of cancelled cheques and/or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of payment of the Eligible Project Costs claimed.

### 5.3. **Limitations on funding.**

- (a) If the total Eligible Project Costs paid by the Recipient are less than the estimated Eligible Project Costs set out in the Project Costs Chart, NOHFC may, in its sole discretion:
  - (i) vary the amount of Eligible Project Costs that it reimburses; and
  - (ii) where applicable, demand the repayment of the Excess Funds Amount, whereupon the amount demanded by NOHFC shall immediately become due and payable.
- (b) Following receipt of the items specified in section 5.2(b), in each Quarter, NOHFC agrees to pay to the Recipient an amount equal to the Project Percentage of Eligible Project Costs claimed in each request for Funds up to the amount payable for each Quarter set out in the NOHFC Claim Schedule.
- (c) In the event the Recipient:
  - (i) wishes to amend the NOHFC Claim Schedule by an amount equal to or greater than \$100,000.00;
  - (ii) wishes to transfer amounts between cost categories in the Project Costs Chart; and/or
  - (iii) does not claim reimbursement of any Eligible Project Costs by NOHFC in any Quarter where the amount of the NOHFC Claim for that Quarter as set out in the NOHFC Claim Schedule exceeds \$100,000.00,

the Recipient shall complete the appropriate section(s) of the Change Request Form as set out in Schedule "F" and submit it to NOHFC. NOHFC may approve or reject all or part of any such change request in its sole discretion. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly.
- (d) NOHFC shall hold back 10% of nine hundred ninety-seven thousand, five hundred dollars (\$997,500.00), to be released only after all of the following have occurred:

- (i) completion of the Project in accordance with the Agreement;
  - (ii) receipt by NOHFC of all Reports required under the Agreement; and
  - (iii) receipt by NOHFC of the final Request for Funds for the Project.
- (e) The Recipient shall not use the Funds for any Eligible Project Costs for which the Recipient is in receipt of funds from other sources. The Recipient shall promptly notify NOHFC if any other funds are received for the Project from sources other than those set out in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart. If the Recipient receives funds for the Project from sources that are not listed in the Project Funding Chart or in amounts from the sources set out in the Project Funding Chart that are greater than the amounts set out in the Project Funding Chart, in its sole discretion, NOHFC may reduce the amount of the Funds it provides to the Recipient by, or demand the repayment of, an amount equal to the additional funds, whereupon the amount demanded by NOHFC shall immediately become due and payable, to ensure that there is no duplication of funding for the Project.
- (f) NOHFC may, in its sole discretion, provide Funds to the Recipient in advance of the Recipient incurring Eligible Project Costs. If NOHFC provides Funds to the Recipient in advance, NOHFC will not make any further payments of Funds until the Recipient has submitted, in respect of the Recipient's spending of such advance on Eligible Project Costs, evidence satisfactory to NOHFC that the Funds advanced have been spent solely on Eligible Project Costs.
- (g) The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the net costs to the Recipient, net of any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

5.4. **Conditions of funding.** NOHFC's obligation to provide Funds to the Recipient is subject to fulfillment of the following conditions precedent to NOHFC's satisfaction:

- (a) the Recipient shall have provided the insurance certificate(s) or other documents provided for in Article 12;
- (b) the Recipient shall have provided written evidence satisfactory to NOHFC that the funds from other sources set out in the Project Funding Chart necessary to complete the Project have been committed;
- (c) NOHFC shall have received and been satisfied with the information provided by the Recipient pursuant to Article 8.0. If NOHFC is not satisfied with such information, it may adjust the amount of Funds it provides to the Recipient in any Quarter;
- (d) NOHFC shall have received and been satisfied with any information it may reasonably require to conduct a due diligence review of the Recipient and the Project;
- (e) NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the Funds into the Recipient's designated bank

account by way of electronic funds transfer; and

- (f) NOHFC shall have received satisfactory evidence that all required permits, approvals and authorizations have been obtained for the Project.

#### ARTICLE 6

### ACQUISITION OF GOODS AND SERVICES; DISPOSAL OF ASSETS AND OWNERSHIP OF LAND, BUILDINGS AND FACILITIES

- 6.1 **Acquisition of supplies, equipment or services.** If the Recipient acquires supplies, equipment or services with the Funds it shall do so through a process that promotes the best value for money. If the Recipient is selecting third-party contractors from which to acquire supplies, equipment or services for the Project for an amount greater than twenty-five thousand dollars (\$25,000.00) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. NOHFC may, at its sole discretion, consent in writing to a non-competitive procurement over \$25,000 if details of urgency, special expertise, confidentiality, savings or other circumstances warrant it.
- 6.2 **Disposal of assets.** The Recipient shall not, during the term of the Agreement and for three years after the expiry or termination of the Agreement, without NOHFC's prior written consent, sell, lease or otherwise dispose of any assets purchased with the Funds or for which Funds were provided, the cost of which exceeded \$10,000.00 at the time of purchase. This obligation shall survive the expiry or termination of the Agreement.
- 6.3 **Buildings and Facilities.** Unless NOHFC otherwise agrees in writing, Recipient shall own or lease all buildings or facilities purchased, constructed or improved with the Funds for a period of time no shorter than the life of any capital improvement made to the buildings or facilities, which period of time shall, for further clarification, at a minimum last for three years after the expiry or termination of the Agreement. This obligation shall survive the expiry or termination of the Agreement.

#### ARTICLE 7

### CONFLICT OF INTEREST

- 7.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds in a manner that avoids any Conflict of Interest.
- 7.2 **Conflict of interest includes.** For the purposes of this Agreement, a "Conflict of Interest" includes:
  - (a) in relation to the process of applying for Funds, any circumstance where the Recipient has or could be perceived to have an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage over other applicants; and
  - (b) in relation to the performance of its obligations under the Agreement, any circumstances where the Recipient (or any person who has the capacity to influence the Recipient's decisions) has outside commitments, relationships or financial interests that interfere with, or 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.
- 7.3 **Disclosure to NOHFC.** The Recipient shall:

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- (a) disclose to NOHFC without delay any circumstances that a reasonable person would interpret as being a Conflict of Interest; and
- (b) comply with any terms and conditions that NOHFC may reasonably prescribe as a result of the disclosure.

## ARTICLE 8 REPORTING, ACCOUNTING AND REVIEW

### 8.1 **Preparation and submission.** The Recipient shall:

- (a) submit to NOHFC at the address provided in section 18.1, all Reports using the appropriate form of report set out in Schedule "E" in accordance with the timelines and content requirements set out in the Reports Schedule in Schedule "E", or in a form as specified by NOHFC from time to time;
- (b) submit to NOHFC at the address provided in section 18.1, any other Reports requested by NOHFC in accordance with the timelines and content requirements specified by NOHFC;
- (c) ensure that all Reports are completed to the satisfaction of NOHFC; and
- (d) ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer.

### 8.2 **Record maintenance.** The Recipient shall keep and maintain for a period of seven years after the expiry or termination of the Agreement:

- (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.

### 8.3 **Inspection.** NOHFC, its authorized representatives or an independent auditor identified by NOHFC may, at its own expense, upon 24 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 NOHFC, its authorized representatives or an independent auditor identified by NOHFC, may:

- (a) inspect and copy the records and documents referred to in section 8.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

### 8.4 **Disclosure.** To assist in respect of the rights set out in section 8.3, the Recipient shall disclose any information reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, and shall do so in a form reasonably requested by NOHFC, its authorized representatives or an independent auditor identified by NOHFC, as the case may be.

- 8.5 **No control of Records.** No provision of the Agreement shall be construed so as to give NOHFC any control whatsoever over the Recipient's records.
- 8.6 **Auditor General.** For greater certainty, NOHFC's rights under this Article are in addition to any rights provided to the Auditor General pursuant to the *Auditor General Act* (Ontario).
- 8.7 **Audit report.** If NOHFC or the Auditor General believes that there are inaccuracies in, or inconsistencies between, any Request for Funds submitted to NOHFC and the Recipient's financial records and books of account, NOHFC or the Auditor General may request and the Recipient must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) Funds received to date;
  - (b) Eligible Project Costs incurred by the Recipient to date;
  - (c) whether the Eligible Project Costs were incurred in accordance with the Project and the Agreement; and
  - (d) any other financial information pertaining to the Agreement as may be reasonably specified in the request.

## ARTICLE 9 CREDIT

- 9.1 **Acknowledge support.** Unless otherwise directed by NOHFC, the Recipient shall, in a form approved by NOHFC, acknowledge the support of NOHFC in any publication of any kind, written or oral, relating to the Project.
- 9.2 **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 NOHFC or the government of Ontario.
- 9.3 **Signage.** At the request of NOHFC, the Recipient shall install and maintain in good condition, at its own expense, signs or plaques acknowledging NOHFC's support for the Project in conspicuous and visually unobstructed locations near the Project, in accordance with NOHFC instructions.

## ARTICLE 10 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **FIPPA.** The Recipient acknowledges that NOHFC 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 NOHFC in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

## ARTICLE 11 INDEMNITY

- 11.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, losses, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, 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.

## ARTICLE 12 INSURANCE

- 12.1 **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 two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (i) the Indemnified Parties (as defined in section 1.2) 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;
  - (ii) a cross-liability clause;
  - (iii) contractual liability coverage; and
  - (iv) a thirty (30) day written notice of cancellation.
- 12.2 **Proof of insurance.** The Recipient shall provide NOHFC with certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided for in section 12.1. Upon the request of NOHFC, the Recipient shall make available to NOHFC a copy of each insurance policy.
- 12.3 **Compliance with Recipient's insurance.** The Recipient shall comply with all provisions and requirements of any of the Recipient's insurance policies applicable to the Project.
- 12.4 **Third party insurance.** The Recipient shall ensure that any third party sources of funds for the Project and subcontractors retained to perform any part or parts of the Project shall have adequate insurance in place that is appropriate to the Project risks and to the third party.

## ARTICLE 13 TERMINATION ON NOTICE

- 13.1 **Termination on Notice.** NOHFC may terminate the Agreement at any time upon giving at least 30 days' Notice to the Recipient.
- 13.2 **Consequences of Termination.** If NOHFC terminates the Agreement pursuant to section 13.1, NOHFC:



- (a) shall have no further obligation to make any payment of Funds;
- (b) may demand the repayment of any Funds remaining in the possession or under the control of the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable; and
- (c) may determine the Recipient's reasonable Wind Down Costs, and either:
  - (i) permit the Recipient to offset the Wind Down Costs against the amount owing pursuant to subsection 13.2(b); and/or
  - (ii) subject to section 5.3(g) provide Funds to the Recipient to cover the Wind Down Costs.

#### **ARTICLE 14**

#### **EVENT OF DEFAULT AND CORRECTIVE ACTION**

**14.1 Events of Default.** Each of the following events shall constitute an “**Event of Default**”:

- (a) if in the opinion of NOHFC, the Recipient has knowingly provided false or misleading information regarding its request for funding or in any communication with NOHFC;
- (b) if any representation or warranty provided to NOHFC (herein or otherwise) by the Recipient is incorrect in any material respect on the date on which such representation or warranty was made;
- (c) if in the opinion of NOHFC, the Recipient breaches any term or condition of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement without the prior written consent of NOHFC:
  - (i) carry out the Project;
  - (ii) complete the milestones set out in the Project Plan in accordance with the timing set out in the Project Plan;
  - (iii) use or spend Funds; and/or
  - (iv) provide Reports;
- (d) the nature of the Recipient's operations or its corporate status changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which NOHFC provides the Funds;
- (e) 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;
- (f) if any bankruptcy, reorganization, arrangement or insolvency proceedings for relief under any bankruptcy or similar laws for the relief of debtors are instituted against the Recipient or is consented to by the Recipient, or, if contested by the Recipient, is not dismissed within 30 days;

- (g) the Recipient ceases to operate; or
- (h) a Conflict of Interest that cannot be resolved to NOHFC's satisfaction, acting reasonably.

**14.2 Corrective action.** If an Event of Default occurs, NOHFC may, at any time, take one or more of the following actions:

- (a) initiate any action NOHFC considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as NOHFC 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, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by NOHFC, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (g) demand the repayment of an amount equal to any Funds NOHFC provided to the Recipient, whereupon the amount demanded by NOHFC shall immediately become due and payable;
- (h) terminate the Agreement immediately upon giving Notice to the Recipient; and/or
- (i) exercise any other rights or remedies available to NOHFC under this Agreement or applicable law.

**14.3 Opportunity to remedy.** In addition to its rights provided for in section 14.2, NOHFC 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 remedying.** If NOHFC 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) NOHFC determines in its sole discretion that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period

of time as NOHFC considers reasonable; or

- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to NOHFC,

NOHFC may initiate any one or more of the actions provided for in sections 14.2 (a), (d), (e), (f), (g), (h) and (i).

- 14.5 **Termination date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

## ARTICLE 15 PAYMENT BY NOHFC OF AMOUNTS OWING BY RECIPIENT

- 15.1 **Amounts owing by Recipient and subcontractors.** The Recipient covenants and agrees to pay when due, and to ensure that any of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement.
- 15.2 **NOHFC's right to pay amounts due and unpaid by Recipient or subcontractors.** In the event the Recipient or any of its subcontractors fails to pay when due, all amounts required to be paid by it/its subcontractors to complete the Project in accordance with the Agreement, NOHFC shall have the right, but for greater certainty, no obligation, in addition to and not in substitution for any other right it may have pursuant to the Agreement or otherwise at law or in equity, to pay any amount due and unpaid by the Recipient or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Recipient pursuant to the Agreement together with all costs incurred by NOHFC in connection therewith or to demand the repayment of such amount from the Recipient together with all costs incurred by NOHFC in connection therewith.

## ARTICLE 16 COMPLIANCE WITH AGREEMENT AND LAWS

- 16.1 **Compliance with Agreement.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers are bound to observe the provisions of the Agreement. In all contracts relating to the Project, the Recipient shall include terms and conditions similar to and not less favourable to NOHFC than the terms and conditions of the Agreement to the extent that they are applicable to the subject of the contract.
- 16.2 **Compliance with Laws.** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors, subcontractors and volunteers if any, at all times to comply with any and all applicable federal, provincial and municipal laws, ordinances, statutes, rules regulations and orders. The Recipient shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement.

## ARTICLE 17 REPAYMENT AND SET OFF

- 17.1 **Debt due.** If the Recipient owes any monies, including any Funds, to NOHFC, whether or not



their return or repayment has been demanded by NOHFC, such monies shall be deemed to be a debt due and owing to NOHFC by the Recipient, and the Recipient shall pay or return the amount to NOHFC immediately unless NOHFC directs otherwise.

- 17.2 **Interest rate.** NOHFC 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.
- 17.3 **Set off.** If the Recipient is indebted to NOHFC under this or any other agreement between them, NOHFC shall have the right to set off the amount of such indebtedness against the amount of Funds owing to the Recipient under this Agreement and to reduce the total amount of Funds payable to the Recipient by such amount.
- 17.4 **Cheque payable to.** The Recipient shall pay any monies owing to NOHFC by cheque payable to the "Northern Ontario Heritage Fund Corporation" and mailed to NOHFC at the address provided in section 18.1.

## ARTICLE 18 NOTICE

- 18.1 **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 NOHFC and the Recipient respectively, as set out below:

**To NOHFC:**

Northern Ontario Heritage Fund  
Corporation  
70 Foster Drive, Suite 200  
Sault Ste. Marie, Ontario P6A 6V8

**Attention:** Executive Director

Fax: 705-945-6701

**To the Recipient:**

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario P9A 3P9

**Attention:** Mark McCaig, CAO

Fax: 807-274-8479

- 18.2 **Notice.** Notice shall be deemed to have been received:
- (a) in the case of postage-prepaid mail, seven business days after such Notice is mailed;
  - (b) in the case of personal delivery, on the date such Notice is delivered to the other Party;  
or
  - (c) in the case of facsimile, one business day after such Notice is transmitted by the other Party.
- 18.3 **Postal disruption.** Despite subsection 18.2(a), following the occurrence and during the continuation of a postal disruption,
- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
  - (b) the Party giving Notice shall provide Notice by personal delivery or by facsimile.

## ARTICLE 19 SEVERABILITY OF PROVISIONS

- 19.1 **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 shall be deemed to be severed.

## ARTICLE 20 WAIVER

- 20.1 **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 21 INDEPENDENT PARTIES

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

## ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

- 22.1 **No assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of NOHFC which NOHFC may, in its sole discretion, provide or withhold.
- 22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

## ARTICLE 23 GOVERNING LAW

- 23.1 **Governing law.** 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 24 FURTHER ASSURANCES

- 24.1 **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 and conditions of the Agreement to its full extent.

## ARTICLE 25 SURVIVAL

- 25.1 **Survival.** The provisions in Article 1; section 3.2; section 3.3; section 4.1(b); section 4.1(c); section 4.2(c); section 5.1; section 5.2; sections 5.3(a), (d), (e) and (g); Article 8; Article 9;

Article 10; Article 11; sections 14.1, 14.2(e), (f), (g) and (i); Article 15; Article 16; Article 17; Article 18; Article 21; Article 23; Article 24; Article 25; Article 26; Schedule "A", Schedule "B" and Schedule "C" shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 26 SCHEDULES**

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

- (a) Schedule A – Project Description;
- (b) Schedule B – Project Budget;
- (c) Schedule C – Project Plan and NOHFC Claim Schedule;
- (d) Schedule D – Request for Funds;
- (e) Schedule E – Reports; and
- (f) Schedule F – Change Request Form.

## **ARTICLE 27 ENTIRE AGREEMENT AND MODIFICATION OF 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.** Subject to the exception set out below, the Agreement may only be amended by a written agreement in the Change Request Form contained in Schedule "F" and signed by the individuals who executed the Agreement on behalf of the Parties or their delegated authorities. In the event NOHFC signs a Change Request Form, this Agreement shall be amended accordingly. Amendments to the NOHFC Claim Schedule in Schedule "C" by an amount of less than \$100,000.00 may be made with the prior written approval of the project officer assigned to the Project.

## **ARTICLE 28 BPSAA**

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

## **ARTICLE 29 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

29.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with NOHFC;



- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

NOHFC may suspend the payment of Funds for such period as NOHFC determines appropriate.

### ARTICLE 30 SIGNATURE

- 30.1 **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.
- 30.2 **Execution by Facsimile, TIFF, PDF.** Delivery of an executed copy of a signature page to this Agreement by facsimile transmission or transmitted electronically in either a Tagged Image Format File ("TIFF") or Portable Document Format ("PDF") shall be effective as delivery of a manually executed copy of this Agreement and each Party hereto undertakes to provide each other Party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

### ARTICLE 31 TIME IS OF THE ESSENCE

- 31.1 **Time is of the essence.** Time is of the essence in the performance of obligations under the Agreement.

[Signature page follows]

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

**NORTHERN ONTARIO HERITAGE FUND  
CORPORATION**

\_\_\_\_\_  
Bruce Strapp  
Executive Director

\_\_\_\_\_  
Date

**TOWN OF FORT FRANCES**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

I/We have authority to bind the Recipient.

**SCHEDULE "A"****PROJECT DESCRIPTION****1. Project summary**

The Recipient shall demolish existing infrastructure, formerly described as the Rainy Lake Hotel, and carry out construction of a 5,000 square foot market square building (the "**Market Square Building**"). The Market Square building shall consist of the building proper, outdoor vendor spaces, picnic and public areas, and pull-through parking.

**2. Project purpose**

The Project is expected to offer interior and exterior community space for local businesses and vendors, and provide a venue for concerts, events, and local celebrations, in order to promote and facilitate tourism in Fort Frances.

**3. Project location**

Fort Frances, Ontario



**SCHEDULE "B"**  
**PROJECT BUDGET**

**1. Project Costs Chart**

<i><b>Project cost category</b></i>	<i><b>Eligible Project Costs</b></i>	<i><b>Ineligible Project Costs</b></i>	<i><b>Total cost</b></i>
Site Preparation / Demolition / Landfill	\$1,250,000.00	\$0.00	\$1,250,000.00
Building, electrical. Sewer and water. Planning and design. Permits, plaza, parking features.	\$645,000.00	\$0.00	\$645,000.00
Contingency	\$100,000.00	\$0.00	\$100,000.00
<b>TOTAL</b>	<b>\$1,995,000.00</b>	<b>\$0.00</b>	<b>\$1,995,000.00</b>

**2. Project Funding Chart**

<i><b>Funding sources</b></i>	<i><b>Financing type</b></i>	<i><b>Project cost category</b></i>	<i><b>Eligible Project Costs</b></i>	<i><b>Ineligible Project Costs</b></i>	<i><b>Total funding</b></i>
NOHFC	Conditional Contribution	Eligible Project Costs	\$997,500.00	\$0.00	\$997,500.00
Recipient	Cash	All Project Costs	\$152,500.00	\$0.00	\$152,500.00
Recipient	In-Kind	All Project Costs	\$30,000.00	\$0.00	\$30,000.00
FedNor	Grant	All Project Costs	\$655,000.00	\$0.00	\$655,000.00
BIA	Cash	All Project Costs	\$160,000.00	\$0.00	\$160,000.00
<b>TOTAL:</b>			<b>\$1,995,000.00</b>	<b>\$0.00</b>	<b>\$1,995,000.00</b>
<b>NOHFC % of total Eligible Project Costs</b>			<b>50%</b>		

## SCHEDULE "C"

## PROJECT PLAN AND NOHFC CLAIM SCHEDULE

(To be completed by the Recipient)

1. Project Plan

Project milestones	Timing	
	Start (month/ year)	End (month/ year)

2. NOHFC Claim Schedule

	Funding Year 1 (ending Mar 31/2015)				Funding Year 2 (ending Mar 31/2016)				
	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Apr 1- Jun 30	Jul 1- Sep 30	Oct 1- Dec 31	Jan 1- Mar 31	Total
Eligible Project Costs									
NOHFC claim									

3. Project completion date: \_\_\_\_\_

SCHEDULE "D"

REQUEST FOR FUNDS FORM

Claim Number:

1. Project Progress

<i>Project milestones</i>	<i>% Complete</i>	<i>Comments</i>
<b>TOTAL</b>		

2. Is this the Recipient's final request for Funds for the Project?

- ☐ No  
☐ Yes

3. Request for Funds (Current Claim)

NOHFC Funds are disbursed on a reimbursement basis. To initiate reimbursement of Eligible Project Costs by NOHFC, the Recipient shall complete the request for Funds form and submit it to NOHFC along with the following:

- (a) a copy of all invoices, or such other evidence satisfactory to NOHFC or its agents, in their sole discretion, of costs incurred itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Projects Costs claimed in this request for Funds; and
- (b) evidence of payment itemized in the *Detailed Listing of Transactions* table in section 5 of this form relating to all Eligible Project Costs claimed in this request for Funds (cancelled cheques and/or other such evidence satisfactory to NOHFC or its agents, in their sole discretion).

(Request for Funds Form continued on following pages. Please fill out all pages.)



## SCHEDULE "D" (CONT'D)

## REQUEST FOR FUNDS FORM

4. Eligible Project Costs - Claim status

Please complete this table below in conjunction with the tables in section 5 of this form.  
Only the subtotals from the tables completed in section 5 should be identified in the "Total Eligible Project Costs this request" column of the table below.

<b>Eligible Project Cost category</b>	<b>Total Eligible Project Cost amount</b>	<b>Total Eligible Project Costs of all claims submitted to date (not including this request)</b>	<b>Eligible Project Costs this request</b>	<b>Balance of Eligible Project Costs remaining (after this request)</b>	<b>Table no. if applicable (from section 5 of this form)</b>
Site Preparation / Demolition / Landfill	\$1,250,000.00				
Building, electrical. Sewer and water. Planning and design. Permits, plaza, parking features.	\$645,000.00				
Contingency	\$100,000.00				
<b>TOTAL</b>	\$1,995,000.00				
<b>NOHFC Funds (50%)</b>	\$997,500.00				

Total Eligible Project Costs this request: \$ \_\_\_\_\_ (A)

NOHFC % of Eligible Project Costs 50% (B)

Current Payment Request: \$ \_\_\_\_\_ (C)  
(A x B)

(Request for Funds Form continued on following pages. Please fill out all pages.)



**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**5. Detailed Listing of Transactions for each Eligible Project Cost category**

Please complete one table for each of the Eligible Project Cost categories (in section 4 of this form) for which a claim is currently being made.

**Table 1:** <Eligible Project Cost category: \_\_\_\_\_>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

**Table 2:** <Eligible Project Cost category: \_\_\_\_\_>

Item no.	Date of Invoice	Name of Supplier	Description of Item or Service Purchased	Invoice Number	Amount (net of all rebate(s), credit(s), or refund(s), where applicable)	Payment Reference (Cheque No.)
1						
2						
3						
				<b>Subtotal</b>		

*(Request for Funds Form continued on following pages. Please fill out all pages.)*

**SCHEDULE "D" (CONT'D)**  
**REQUEST FOR FUNDS FORM**

**6. Certification**

Must be completed for all requests for Funds.

On behalf of the Recipient, I certify that:

1. the costs for which reimbursement is requested in line (A) above have been incurred and actually paid for by the Recipient;
2. the costs being claimed in this form are all Eligible Project Costs only (as that term is defined in the Agreement);
3. if the costs being claimed in this form are for supplies, equipment or services, the Recipient has acquired such supplies, equipment or services through a process that promotes the best value for money;
4. the representations and warranties set forth in the Agreement are true and correct in all material respects on the date set out below;
5. no Event of Default has occurred as of the date set out below; and
6. all of the Recipient's obligations to date, as set out in the Agreement, have been satisfied.

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

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

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.

**SCHEDULE "E"****REPORTS****REPORTS SCHEDULE**

<b>Name of Report</b>	<b>Due Date(s)</b>	<b>Format and content requirements</b>
1. Annual Report	Each anniversary of Effective Date	Form of Annual Report in Schedule "E"
2. Final Report	Attached to final Request for Funds completed and submitted to NOHFC	Form of Final Report in Schedule "E"

## SCHEDULE "E" (CONT'D)

### REPORTS

#### FORM OF ANNUAL REPORT

1. **Progress of Project:** Have the milestones/activities for this time period been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why, how this affects the Project in the future and how the Project will be brought back into compliance with the Project Plan.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs for this time period were compare them with the actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures do not match the expected Eligible and Ineligible Project Costs and how this may affect the Project in the future.
  
3. **Other performance measures:** Have the objectives of the Project been achieved to date? Please describe the economic activity that has resulted in a benefit to northern Ontario to date (number of jobs created / sustained and Project contributor funding contributions).

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

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

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.



**SCHEDULE "E" (CONT'D)**

**REPORTS**

**FORM OF FINAL REPORT**

1. **Project Completion:** Have the milestones/activities as set out in this Agreement been completed? If so, please provide a detailed explanation of what they are and how they have been completed. If not, please provide a detailed explanation why and how this affected the overall Project.
  
2. **Financial information:** Have expenditures been in accordance with the Project Budget, the Project Plan and the NOHFC Claim Schedule? If so, please set out what the expected Eligible and Ineligible Project Costs were and compare them with the total actual Eligible and Ineligible Project Costs in a financial summary. If not, please provide the information requested above together with an explanation of why the expenditures did not match the expected Eligible and Ineligible Project Costs and how this affected the Project.
  
3. **Other performance measures:** Have the objectives of the Project as set out in this Agreement been achieved? Please describe the economic activity that has resulted in a benefit to northern Ontario (actual number of jobs created / sustained and final Project contributor funding contributions). If the Project objectives were not achieved, please explain.

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

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

Name of signatory: \_\_\_\_\_

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

I/We have authority to bind the Recipient.

## SCHEDULE "F"

## CHANGE REQUEST FORM

**Please complete all appropriate sections (to be completed by Recipient)**

1. ☐ **Amendment to NOHFC Claim Schedule**

(For a requested amendment of \$100,000.00 or more in any Quarter)

Indicate previous NOHFC Claim Schedule and the requested amended NOHFC Claim Schedule. Insert additional years, if required and provide the reasons for the requested amendment in the box below.

	<b>Funding Year 1 (ending Mar 31/2015)</b>				
	<b>Apr 1- Jun 30</b>	<b>Jul 1- Sep 30</b>	<b>Oct 1- Dec 31</b>	<b>Jan 1- Mar 31</b>	<b>Total</b>
Previous					
New					

	<b>Funding Year 2 (ending Mar 31/2016)</b>				
	<b>Apr 1- Jun 30</b>	<b>Jul 1- Sep 30</b>	<b>Oct 1- Dec 31</b>	<b>Jan 1- Mar 31</b>	<b>Total</b>
Previous					
New					

Reasons for requested amendment to NOHFC Claim Schedule:

2. ☐ **Changes in Project Plan**

(Complete where the Project milestones or their timing change)

Indicate previous Project milestones and timing, the requested amended milestones and/or timing and reasons for the requested amendment in the box below.

<b>Project milestones</b>		<b>Timing</b>			
		<b>Start (month/ year)</b>		<b>End (month/ year)</b>	
Previous	New	Previous	New	Previous	New

(Change Request Form continued on following page – please fill out all pages)

## SCHEDULE "F" (CONT'D)

## CHANGE REQUEST FORM

Reasons for requested amendment to the Project Plan:

3. ☐ **Amendment to Project completion date**

*(Complete where an amendment to the Project completion date is requested.)*

Indicate the previous Project completion date, the requested Project completion date and provide reasons for the requested amendment in the box below.

Current Project completion date: \_\_\_\_\_

Requested Project completion date: \_\_\_\_\_

Reasons for requested amendment to the Project completion date:

4. ☐ **Transfer of costs between Project Cost Categories**

Indicate the requested transfer of amounts between cost categories set out in the Project Costs Chart (or in most recent Change Request Form agreed to by NOHFC) and provide reasons for the requested amendment in the box below.

<b>Project Cost Category</b>	<b>Total Project Costs</b>	
	<b>PREV.</b>	<b>NEW</b>
<b>TOTAL</b>		

Reasons for requested transfer of amounts between Project cost categories:

*(Change Request Form continued on following page – please fill out all pages)*

**SCHEDULE "F" (CONT'D)**

**CHANGE REQUEST FORM**

**5. ☐ Other amendments to the Agreement**

Indicate other amendment(s) being requested and the reasons for the requested amendment(s):

**6. *Acknowledgement***

The Recipient hereby requests the aforementioned amendment(s) to the Agreement and certifies that the information provided to support the request is accurate. The Agreement is accordingly amended upon execution of this form by NOHFC. All other terms and conditions of the Agreement remain in full force and effect.

**TOWN OF FORT FRANCES**

\_\_\_\_\_

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

Print Name:

Position:

I/We have authority to bind the Recipient.

**NORTHERN ONTARIO HERITAGE FUND CORPORATION**

\_\_\_\_\_

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

Name:

Position:



***For internal use only***

Indicate whether you support the Recipient's reasons for the requested amendment(s): ☐ Yes ☐ No

Project Officer's signature: \_\_\_\_\_

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

Comments:

Recommended by Area Team Manager: ☐ Yes ☐ No

Manager's signature: \_\_\_\_\_

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

Comments:



**"Kristen Oliver"**  
**<admin@noma.on.ca>**

10/06/2014 03:28 PM

To "Kristen Oliver" <admin@noma.on.ca>

cc

bcc

Subject Resolution - Energy East Project

Good Afternoon,

Please find attached a resolution for distribution to member communities of NOMA from the City of Kenora. This is pertaining to a resolution that the City passed with respect to NOMA requesting intervener status in the Trans Canada Pipelines – Energy East Project.

At the last NOMA board meeting, the board passed a resolution that NOMA will seek intervener status that stipulates support for the project as a whole but that Trans Canada ensure the following provisions are in place:

- All waterways be equipped with shut off valves that would shut the flow of oil down at first indication of leakage or spill
- That the complete system be monitored 24 hours per day/7 days a week
- That the system be monitored by humans rather than machine to ensure that the oil is shut off at first indication of a problem

Should you have any questions or concerns, please do not hesitate to contact me.

Thanks,  
 Kristen

## **Kristen Oliver**

Executive Director

e. admin@noma.on.ca

-----  
 Northwestern Ontario Municipal Association

P.O. Box 10308

Thunder Bay, ON P7B 6T8

t. 807.683.6662

c. 807.627.2036

www.noma.on.ca

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Energy East project.pdf

**The Corporation of the City of Kenora  
Council Resolution**

AGENDA ITEM #8.1



**Resolution No.** 18A

**Moved by** Roy McNeil

**Seconded by** [Signature]

**September 9, 2014**

~~~~~  
That Motion #18 on today's agenda with respect to the Resolution of Support for NOMA's application to the National Energy Board for Intervenor Status be hereby amended as follows:

Whereas the City of Kenora has the opportunity to be an Intervenor in the National Energy Board (NEB) hearings on Energy East, which includes the conversion of a TransCanada pipeline from a natural gas to an oil pipeline; and

Whereas intervening offers the City of Kenora an opportunity to address its concerns for the health and safety of its residents and its concern to protect the Lake of the Woods Watershed and to address the importance of the watershed to the City's economy, tourism and recreation; and

Whereas the City has the option of requesting Intervenor status at the hearings or requesting to submit a Letter of Comment; and

Whereas the City also has the option to request to intervene, as a member of the Northern Ontario Municipal Association (NOMA), with NOMA being the Intervenor; and

Whereas the City's goal is to educate the National Energy Board on the risk of a pipeline failure to the health and safety of residents of the Watershed area and to the land, water and the whole of the natural world embraced by the Watershed, for today and for generations to come; and

Whereas the City wishes to consider ways and means to educate the public on all aspects of the proposed pipeline and seek input from the residents of Lake of the Woods Watershed, in formulating the issues the City will address with the National Energy Board and the evidence it will present; and

Whereas the City wishes to ensure that TransCanada involve the City in every stage of development, construction and operation of the pipeline to ensure that the City's interests in health, safety and protection of the environment are addressed; and

Whereas the City wishes to ensure if the pipeline is approved it be built, supervised and maintained in accordance with the highest technical standards and with the most comprehensive Emergency Response Plan; and

Whereas the City wishes to ensure that TransCanada's Emergency Response Plan include the City as a party, entitled to notice of leaks, spills and other concerns

Resolution No. 18A

Page 2

about the integrity of the pipeline, and to participate in emergency planning, training and responding;

Therefore be it Resolved that the City of Kenora request NOMA to intervene in the National Energy Board hearings on Energy East on behalf of the City of Kenora and member Municipalities; and

That the City of Kenora, on its own and apart from NOMA, consider becoming an Intervenor; and

That the City of Kenora, on its own and apart from NOMA, consider requesting to submit a Letter of Comment; and further

That a copy of this resolution be forwarded to the municipalities of NOMA, its Member of Parliament and Member of the Provincial Legislature.

Defeated \_\_\_ Carried ✓ David Canfield Mayor  
or A/Mayor

| Recorded Vote       | AYE | NAY | Dec. of Interest | Absent |
|---------------------|-----|-----|------------------|--------|
| Councillor Gallivan |     |     |                  |        |
| Councillor Lunny    |     |     |                  |        |
| Councillor McKay    |     |     |                  |        |
| Councillor McMillan |     |     |                  |        |
| Councillor Roussin  |     |     |                  |        |
| Councillor Smith    |     |     |                  |        |
| Mayor Canfield      |     |     |                  |        |

DISTRIBUTION: \_\_\_\_\_





AMO Communications  
<communicate@amo.on.ca>

10/15/2014 03:29 PM

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

cc

bcc

Subject AMO POLICY UPDATE - Key Elliot Lake Inquiry  
Recommendations

October 15, 2014

## Members' Policy Update- Elliot Lake Inquiry Recommendations Released

Today Commissioner Bélanger released his report on the fatal June 2012 Elliot Lake mall roof collapse. The Inquiry was divided into two parts. The first part was with respect to the structural integrity of the Algo Centre Mall leading up to the collapse and the second part was on the emergency management and response after the collapse. Both parts have potential significant financial and operational implications for municipal governments. AMO was involved in the separate policy roundtables for each part in the fall of 2013.

Bélanger's report is over 1400 pages and contains 71 recommendations. It will take some time to fully review and analyze all of the findings and recommendations. However, for your convenience, we have prepared a [short list of the key recommendations](#) of interest to the municipal sector for each part.

AMO will be working with the Ontario Building Officials Association and the Ontario Association of Fire Chiefs as well as other municipal staff to understand the recommendations and their potential municipal implications. We also expect to be working closely with the provincial government during their review and consideration of possible new policy, regulations and legislation arising from the Commissioners' report.

Attorney General Madeleine Meilleur [announced](#) that the Government of Ontario would be immediately acting on three recommendations:

- 1.16: An advisory panel should be established as soon as possible to determine the appropriate classes of buildings, grouped by risk and the consequences of failure, and to make recommendations no later than 12 months from the release of the report. The government also committed the Ministry of Municipal Affairs and Housing to consult with its stakeholders, including municipal partners, on how to move forward with the remaining recommendations that pertain to the Ministry.
- 1.33: Ministry of Labour inspectors should receive more comprehensive training on issues related to structural soundness, watertightness, and building safety.
- The government will also review the Incident Management System doctrine that guides first responders when multiple agencies are involved in the response, and outlines how command is structured. Municipalities and others, including the Office of the Fire Marshal, will be a part of this review.

The Province said today that they are initially accepting [18 of the recommendations](#), many of which fall into matters that are of provincial responsibility and may also have a municipal impact such as improved emergency management communications and coordination. As the Report from the Commission is vast in its scope, the government will undertake a comprehensive review of all the recommendations in consultation with stakeholders including municipalities, industry professional groups and other ministries.

The Commission's recommendation to make the emergency assistance process more efficient and collaborative is an area that municipal governments would be interested in exploring further. Any resources, information, training, record keeping and communications that would improve responses and facilitate intergovernmental cooperation at emergencies would be welcomed by the municipal sector. AMO appreciates the Commission's recognition that funding for emergency assistance processes will continue to be a concern to all orders of government. Federal funding also needs to be reinstated since provincial and municipal taxpayers should not shoulder the complete burden of the costs of emergency assistance processes.

AMO members' updates will be provided when further information is available.

It should be noted that there are continuing criminal and civil legal cases from the 2012 Elliot Lake mall tragedy.

The full Report of the Elliot Lake Commission of Inquiry (Executive Summary, Part One and Part Two) is available [here](#).

**Contact:** Monika Turner, AMO Director of Policy, [mturner@amo.on.ca](mailto:mturner@amo.on.ca), 416-971-985

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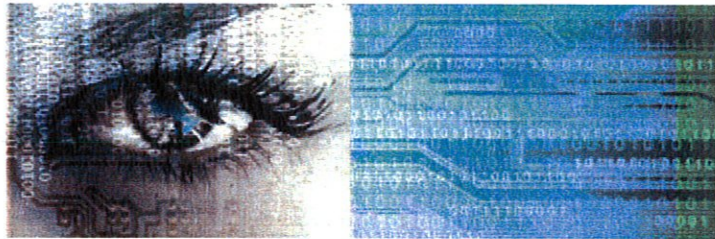
**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order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

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

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#).



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October 23, 2014

### In This Issue

- Ontario Votes web page going live October 24.
- One Government Bill introduced that impacts municipalities.
- OMHRA Workshop - Implementing Presumptive WSIB for Fire Services.
- What does it mean to be a Head of Council?
- Why do municipalities need to plan?
- What are you doing December 12th?
- AMO offers in house customized training for new councils.
- Stay informed with the LAS Blog.
- Local Government Week - October 19-25.
- Waste Reduction Week - October 21-27.
- West Lincoln Road Use Agreement motion and Industrial Wind Turbines.
- Career opportunities with Ontario Public Service.

### AMO Matters

Almost 260 municipalities have already uploaded their election information. We urge Clerks and Returning Officers of the remaining municipalities to pre-enter their election information. If you have questions about the use of the application, please contact [Snezana Vukelic](#), Manager, Information Services.

### Provincial Matters

One Government Bill, *Bill 31, Transportation Statute Law Amendment Act (Making Ontario's Roads Safer), 2014*, was introduced and received First Reading. It amends existing legislation with regard to impaired driving, bicycling, pedestrian safety, vehicle inspection and other matters and the municipal collection of POA fines for out-of-province drivers.

Senior municipal management/HR staff are encouraged to attend the [Implementing Presumptive WSIB for Fire Services workshop](#) to better understand local impacts and considerations regarding the new presumptive legislation.

### Eye on AMO/LAS Events

What does it mean to be a Head of Council? What is the job description? How can you effectively lead, manage and collaborate? Discover tools, resources and gain a foundation on being a Head of Council with AMO's [Heads of Council Training](#). In class sessions begin November 21st. Space is limited in these interactive, hands-on sessions. Reserve a spot today!

Why do municipalities need to plan? Why is land use planning important? What is zoning? AMO presents a new online self-directed course in Land Use Planning. [Log-in](#) to the AMO online portal today and become familiarized with the basics of land use planning today!

Keep December 12th free on your calendars as the [Ontario West Municipal Conference](#) returns to the Best Western Lamplighter Inn. Full conference details and registration will be made available soon.

Looking for customized training for your incoming Council and Senior staff? AMO can help! We offer customized training in a variety of topics pertinent for a new council. Details on what we offer can be found [here](#) or contact us at [events@amo.on.ca](mailto:events@amo.on.ca) today for a personalized proposal.



**LAS**

Get the latest information on LAS programming with the LAS Blog. Learn more about the ins and outs of our procurement programs and energy services, or find out about dates and locations for upcoming LAS events. Stay in the know with the [LAS Blog](#).

**Municipal Wire\***

Local Government Week (October 19-25) is an opportunity for Ontario students, educators and municipalities to engage one another on how their communities work and the role of municipal governments. Local Government Week is a partnership between the Ministry of Municipal Affairs and Housing, AMCTO and the AMO. Your support of this program is what continues to build its success.

Each year, waste reduction is recognized for one week in this province and across the country, but successful waste reduction is a constant effort by all – to reduce waste, improve products and packaging, and use resources more efficiently. Check out what the future can hold.

The Township of West Lincoln adopted a motion relating to a Road Use Agreement for use of roads during the construction of Industrial Wind Turbines (IWTs) and reconfirmed its position as an unwilling host of IWTs.

**Careers**

Policy Advisor - Ontario Public Service. Two temporary (up to 12 months). Location: Toronto. Please apply online by November 4, 2014, entering Job ID 69683 in the Job ID search field and following the instructions to submit your application.

Economist - Ontario Public Service. Please apply online by November 5, 2014, entering Job ID 70414 in the Job ID search field and following the instructions to submit your application.

**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

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.



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October 17, 2014



His Worship Roy Avis  
Mayor  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

Dear Mayor Avis:

Thank you for your letter regarding the possible restart of the pulp mill in Fort Frances. I recognize the benefits that such a deal could bring to your community.

Our government is committed to the forestry industry and to preserving and creating jobs in Northern Ontario. While the final decision on the possible purchase and restart of the Fort Frances facility ultimately rests with Resolute and Expera, we are prepared to facilitate discussions with both companies in an attempt to secure a positive outcome for the people of Fort Frances and surrounding Rainy River districts.

I note that you have sent copies of your correspondence to my colleagues the Honourable Bill Mauro, Minister of Natural Resources and Forestry, and the Honourable Michael Gravelle, Minister of Northern Development and Mines. I have asked Minister Mauro to respond to you directly in greater detail.

Once again, thank you for writing. I wish to assure you that our government will continue working with forestry businesses to strengthen their competitiveness and to help create long-term prosperity in Northern Ontario communities. Please accept my best wishes.

Sincerely,

Kathleen Wynne  
Premier

c: The Honourable Bill Mauro  
The Honourable Michael Gravelle



Date of Decision: October 22, 2014

Last Day for Appeal: Nov. 12, 2014

## NOTICE OF DECISION

pursuant to Section 45(10) of the Planning Act

**TAKE NOTICE THAT** at its meeting held October 22, 2014, the Fort Frances Committee of Adjustment considered and made decisions on the minor variance applications as set out below:

| Application | Property                   | Application Purpose                                                                                                                                                                                                                                                                   | Decision                 |
|-------------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| B1/2014     | 1645 Col. Rd. W.           | - Consent to create a new lot in an R1 zone with approximately 25.5 metres frontage and an average depth of 43.41 metres.                                                                                                                                                             | Deferred                 |
| B2/2014     | 1653 Col. Rd. W.           | - Consent to create a new lot in an R1 zone with approximately 25.5 metres frontage and an average depth of 46.25 metres                                                                                                                                                              | Deferred                 |
| A13/2014    | 1127 First St. E.          | - Minor Variance from section 3.2(g) of Zoning by-Law #3/14 to reduce the distance an accessory building can be from a main building from 2 metres as required by section 3.2(g) of Zoning By-Law 3/14 to 0.712 metres to accommodate a deck constructed without benefit of a permit. | Deferred                 |
| A14/2014    | 642 2 <sup>nd</sup> St. W. | - Minor Variance from section 4.4.2. of Zoning by-Law #3/14 to reduce the front yard setback from 7.5 metres to 5.2 metres to enable the construction of a carport and covered walkway over front entrance of existing residential dwelling.                                          | Approved with conditions |

A certified copy of the Decisions on the above applications are attached and provides the reasons for the decision made and includes conditions, if any, imposed.

**FURTHER TAKE NOTICE THAT** decisions made and/or conditions imposed by the Committee of Adjustment may be appealed to the Ontario Municipal Board. The Planning Act, at Section 45(12) to 45(14) provides that a decision of the Committee becomes final and binding unless an appeal is filed within twenty (20) days of the making of the decision. Additional information can be obtained by contacting the Office of the Municipal Planner or accessing the government website at [www.omb.gov.on.ca](http://www.omb.gov.on.ca).

The last day for appealing this decision is noted above. To appeal the decision and/or conditions to the Ontario Municipal Board, send a letter outlining the reasons for the appeal together with the appeal fee of \$125.00 for each application appealed, payable by cheque payable to the Ontario Minister of Finance to:

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, On  
P9A 3P9

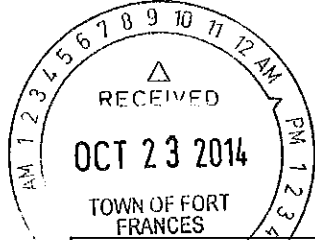
If this application was submitted in contemplation of construction and you wish to obtain a building permit prior to the expiration of the appeal period, please contact the writer for additional information.

You will be advised in writing if an appeal has been filed.

Dated this 23<sup>rd</sup> of October 2014.



N. Faye Flatt, AMCT, ACST, CPT  
Municipal Planner/Committee Secretary-Treasurer  
Telephone: (807) 274-5323 (ex. 275)

**TOWN OF FORT FRANCES**

320 Portage Avenue, Fort Frances, On P9A 3P9

**COMMITTEE OF ADJUSTMENT DECISION**

File No.

**A 14/2014****Subject Property**642 2<sup>nd</sup> St. E.**Decision Rendered**

October 22, 2014

**Zoning Code**

R1

**Property Roll No.**

1-4-065

IN THE MATTER OF Section 45 of The Planning Act for Minor Variance from the Zoning By-Law #3/14, and an application for ☒ minor variance from or ☐ special permission to

1. reduce the front yard setback as required in section 4.4.2. from 7.5 m. to 5.2 m.

**DECISION:** The Application is ☐ Denied or ☒ Approved**Subject to the following Conditions:**

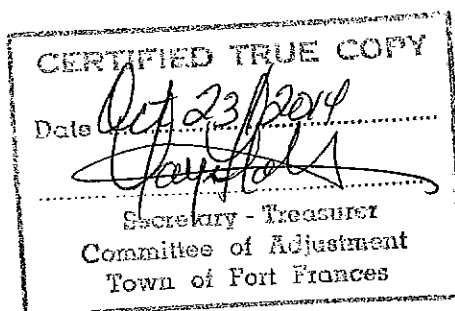
That a building permit be obtained for the contemplated construction within one year from the date of approval.

attached ☐**Reasons for Committee's Decision:**

1. There were no objections to the request.
2. No adverse affects have been identified nor any anticipated for either the subject land nor adjacent lands as a result of the approval of the request.

  
Jackie Lampi-Hughes  
Cindy Mason  
Alan Zucchiatti  
Irene Laing  
Gary Rogozinski**NOTES TO APPLICANT:**

1. Approval is not valid unless any conditions imposed have been satisfied.





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# Fort Frances Museum & Cultural Centre

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259 Scott Street  
Fort Frances, ON P9A 1G8  
807 274-7891

Fax: 807 274-4103

[www.fort-frances.com/museum](http://www.fort-frances.com/museum)

[sgeorge@fort-frances.com](mailto:sgeorge@fort-frances.com)

*Now on Facebook!*



Fall 2014

*Currently featured in our main floor gallery and upper floor meeting room...*

## **“We Remember Them”**

The Museum partnered with the Royal Canadian Legion and the Ladies Auxiliary on this exhibit, created to mark the 100th Anniversary of the start of the Great War and 75th of World War II.

In early spring, we sent out an invitation to the community to bring in their family stories. Because many veterans prefer not to speak of their experiences, we were unsure of what response we would get. Would there be enough for an exhibit?

In the beginning response was slow. But in the past 2-3 months, and specifically in the weeks leading up to the opening on Sept 18, the amount of information coming in has been nothing short of amazing! The traffic through here has been non-stop with individuals bringing in photos, their family treasures and, yes, the stories.

Trying to get everything scanned in and typed up has been daunting however. Even with two volunteers working many long hours, we still have much to do. So, there are gaps in what you'll see. At the same time, we are very pleased with what we have — well over 200 posters of those who served locally.

In addition, we have also received many stories of those whose lives were affected by war. The war brides were one such group. Those who entertained the troops or worked to fill employment gaps left by absent men are others worth noting.



This exhibit is definitely a work in progress as families continue to bring us their treasures and war stories. We will continue to add to the exhibit until it closes at Christmas time, at which time we hope to compile the work in some way. So, if you have information in a drawer somewhere, it's not too late to dig it up and get it in.

And think about encouraging your children's teachers to bring in their classes, or bring in your children and grandchildren yourself. Our local veterans' stories are definitely worth knowing.



## We Remember Them

Here are a few samples of what was brought in for this exhibit.



### Bugle and Photograph

The bugle, shown on the left, can be seen in the hands of bugler, Archibald O'Donnell Ross, only 14 years old at the time this photo was taken.

The family was able to verify that his attestation papers show an incorrect birth date. Like many new recruits, this young fellow lied about his age.

*(on loan from Greg Ross)*



### Cigarette Case

On the left we see the bottom of a cigarette case made by a fellow prisoner-of-war (from plane wreckage) and gifted to Stan Ward while at Stalag IVB, Muhlberg, Germany.

*(on loan from Stan Ward)*

### Edward Orton

Framed photo and medal collection, belonging to Edward Orton, was brought in along with this artistically designed box — a gift to troops from Queen Victoria in 1914 — and include a piece of trench art.

*(bottom right below)*



With long stretches of very little to do other than keep one's head low, soldiers created art from shell casings. Note the folded metal is engraved with the locations where this soldier served: Amiens, Mons, Vimy, Cambrai, Paschendaele and others, all well-known sites along the arduous road to Victory.

*(on loan from Margaret Rousseau)*



The medal case, shown above, was put together to honour Neil Galbraith, one of several veterans who served in both WWI and II.

Photos of Neil and his story are below it.

*(on loan from Bea Galbraith)*



## Friends of the Museum

Volunteer group, Friends of the Museum, continues to be busy.

Following their success with SnOasis, held the final weekend of March break, Friends put their heads together and designed a promo card for the Museum that will be available at local hotels and outlying resorts.

Featuring thumbnail images of what can be found at the museum and heritage sites, the card also includes important information on location, hours and key attractions. Very attractively designed by Fort Frances Times staff, this eye-catching promotional card will help bring visitors into the museum!



Over the summer, the Friends sponsored three workshops, a song-writers workshop with Shannon Darby and Ken Kellar, and two paper lantern workshops, led by local artist, Lindsay Hamilton. All three workshops were very popular and well attended.

Following some research into our founding families — those who now have streets named after them — Friends are now doing the final touch-ups on a community calendar before it goes to press. The calendars will be ready for Christmas gift-giving.



Next up is the Friends **Fundraising Gala**, on Thursday, November 6th. The wine and cheese evening will be co-ordinated around the museum's current exhibit *We Remember Them*. With the theme of "**An Evening at the Officers' Club**" the evening event is not to be missed! Delectable hors d'oeuvres, live music, a silent auction and much more! Tickets are on sale now, \$35 each or two for \$60.

Active members of the Friends of the Museum are: President Duane Hicks, Vice-President Caron Cridland, Treasurer Sue Fletcher, Secretary Mandy Lahti, Deb Ballard, Robert Schulz, Judy Kielczewski, Samantha Manty, Sarah Marusyk and Pat Basaraba.

The group meets the first Wednesday of each month at 4:30 at the Museum. New members are always welcome.

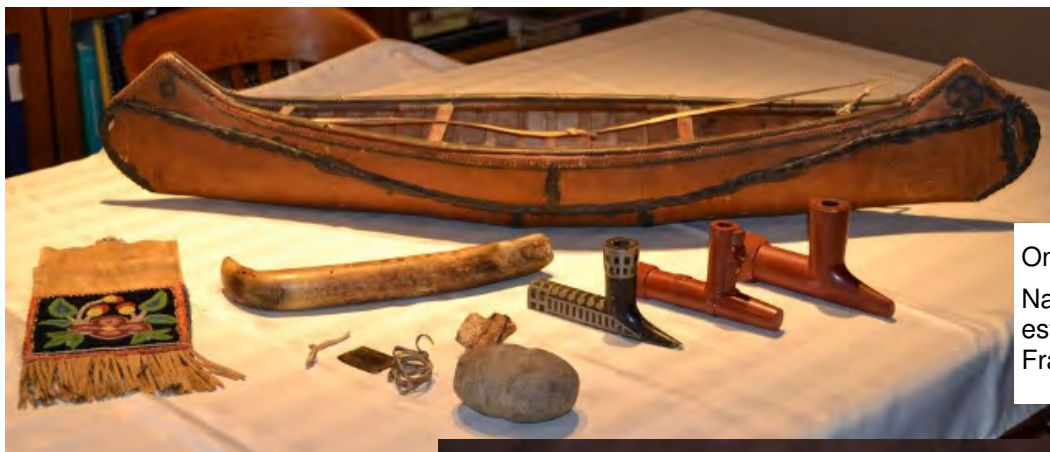


A very big  
**THANK YOU** to  
all our 'Friends'.  
The museum is  
very grateful for  
your support!



## Recent Donations to the Museum's Permanent Collection

The Fort Frances Museum is very fortunate to have received some very fine pieces over this past year.



On the left  
Native artifacts from the  
estate of Mary Emma  
Frances (Molly) Phair.

Below  
Dentist chair donated by  
Dr. Bud Danylchuk.



Above right  
10-piece commode  
set once belonging to  
Dr. Robert Moore.  
The fine china was  
purchased by Jessie  
Turewich in an  
estate sale during the  
depression for less  
than \$10. Items are donated by Rose Bernardi in  
memory of her mother, Mrs. Turewich.



The Museum also received a fine example of native regalia including head-dress that had been presented to William Noden on the occasion of the opening of the Noden Causeway. A donation from his grand-daughter, it will be displayed next summer for the 50th anniversary of the causeway.



**COMMITTEE OF ADJUSTMENT**  
**Minutes of Meeting – September 15, 2014**



The regular meeting of the Committee of Adjustment for the Town of Fort Frances was held on September 15, 2014 in the Civic Centre Committee Room with the following present:

Cindy Mason, Irene Laing, Jackie Lampi-Hughes, Faye Flatt, Municipal Planner/Secretary-Treasurer, Paul Morrison

1. **Call to Order** –The Secretary-Treasurer confirmed quorum and called the meeting to order at 5:00 pm noting the first order of business was the appointment of acting Chair in the absence of appointed Chair or Vice-Chair.
  - a) Laing/Lampi-Hughes – That Cindy Mason be appointed as Acting Chair for the purposes of conducting business at this meeting.

**CARRIED**

2. **Declarations, Municipal Conflict of Interest Act** – None
3. **Minutes** - The minutes of the July 2<sup>nd</sup> and August 18<sup>th</sup> meetings were approved as prepared and circulated.
4. **Committee Applications**
  - a) **A10/2014 – 902 Crowe Avenue** – The property owner/applicant, Paul Morrison, was present to provide an outline of, and to respond to questions regarding, an application to increase the maximum height of an accessory building in a residential zone to 5.03 metres whereas 4.5 metres is permitted by section 3.2(i) of Zoning By-Law #3/14 to permit the construction of an accessory building.

**Decision of Committee** – The application was **approved**.

**Conditions** – (1) That on or before the expiration of the appeal period when the decision on this application becomes final, the rescheduling fee of \$288.85 as provided for in the User Fee By-Law be paid; (2) That on or before the expiration of the appeal period when the decision on this application becomes final, all outstanding tax arrears for the subject property be paid in full as required by the Tax Administrator; and (3) That the building shown as “garage concrete footing” be demolished and removed from site no later than 30 days from notification from the building department that the proposed structure is sufficiently completed that it can be used for its intended purpose.

**Reasons for Decision** – (1) There were no objections to the requested variances nor the proposed construction; (2) No adverse affects have been identified nor any anticipated for either the subject land nor the adjacent lands as a result of the approval of the requested variance nor of the proposed construction.
5. **Council Referrals** - none
6. **Information** – The Committee received copies of correspondence sent regarding lapsing of applications approved in 2013, namely B4, B5 and B6.
7. **Adjournment** – The meeting closed at 5:45pm



Chair/Vice-Chair



Secretary-Treasurer  
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## TOWN OF FORT FRANCES

### Administration and Finance Executive Committee

**Minutes of Meeting No. 16**

**Tuesday, October 7, 2014**

A meeting of the Administration and Finance Executive Committee was held in the Committee Room – Civic Centre on Tuesday, October 7, 2014 at 12:00 p.m.

**PRESENT:** Councillor Ken Perry, Councillor Andrew Hallikas, Councillor Paul Ryan, and Mayor Roy Avis

**ALSO PRESENT:** Mark McCaig, CAO, Laurie Witherspoon, Treasurer, Aaron Petrin, HR Manager, Debbie Scofield, Deputy Treasurer and Jason Kabel, Community Services Manager

**GUEST:** Larry Patrick, Fort Frances Lakers

**REGRETS:** None

Called to order 12:03 p.m.

1. **Non-Agenda:**
  8. i) Councillor J. Albanese NWO Regional Conference Travel & Per Diem
  - ii) Councillor R. Wiedenhoeft NWO Regional Conference Travel & Per Diem
  - iii) Councillor A. Hallikas NWO Regional Conference Travel & Per Diem
  - iv) Councillor K. Perry NWO Regional Conference Travel & Per Diem
2. **Disclosure of pecuniary interest and the general nature thereof:** Councillor Ken Perry declared a conflict of interest on agenda items 6. i) New Gold Rainy River Project Emo Office Grand Re-opening Per Diem and 8. iv) Northwestern Ontario Regional Conference Travel & Per Diem Claim; Councillor Andrew Hallikas declared a conflict of interest on agenda item 8. iii) Northwestern Ontario Regional Conference Travel & Per Diem Claim; Councillor Paul Ryan declared a conflict on interest on agenda item 6. vii) Northwestern Ontario Regional Conference Travel & Per Diem Claim; and Mayor Roy Avis declared a conflict of interest on agenda items 6. viii) Northwestern Ontario Regional Conference Travel & Per Diem Claim and 6. ix) Meeting with K. Boshcoff Entertainment Expense.
3. **Andrew Hallikas – Paul Ryan:** That the minutes from the previous meeting held on September 16, 2014 be approved as circulated.
 

CARRIED.
4. i) Municipal Insurance Quote 2014/15 – The Committee recommended to accept the Renewal of Municipal Insurance, including Out of Province Medical coverage for Elected Officials under the age of 70 as provided by BFL Canada and represented by Gillons' Insurance Brokers Ltd., for the term November 1, 2014 to November 1, 2015.

Meeting – October 7, 2014

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5. i) In-Camera:  
**Andrew Hallikas – Paul Ryan:** That the Administration & Finance Executive Committee now meet in-camera to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees.
- CARRIED

Councillor Wiedenhoeft Benefit Coverage Request – The Committee Tabled this matter until further information is brought forward.

6. i) Councillor K. Perry New Gold Rainy River Project Emo Office Grand Re-Opening Per Diem Claim – The Committee recommended to approve the per diem for Councillor Ken Perry in the amount of \$75.00 for his attendance at the New Gold Rainy River Project Emo Office grand re-opening held in Emo on August 28, 2014.
- ii) 357/358 Applications for Tax Adjustment – The Committee recommended to approve the adjustment of 2014 taxes under Section 357/358 of the *Municipal Act* for properties located at 786 Kings Highway and 213 Sixth Street W. in Fort Frances.
- iii) Fort Frances Tribal Area Health Services Inc. Request – the Committee recommended to approve a letter of support in principle to the Fort Frances Tribal Area Health Services Inc. to pursue and secure a detox facility for the Rainy River District
- iv) 2015 Vacation Guide Map to Northwestern Ontario – The Committee recommended to approve advertisement in the 2015 Northwestern Ontario Vacation Guide Map at a cost of \$540.00 plus applicable taxes.
- v) Fort Frances Lakers Request for Dudley Hewitt Cup Sponsorship – The Committee's input for the Community Services Executive Committee was to recommend that Council approve a donation in the amount of \$5,500.00, provide Town souvenirs/memorabilia for team gift bags, and that the Mayor open the event ceremonies.
- vi) Double Hatter Firefighter Issue in the Media – The Committee recommended to receive the Double Hatter Firefighter Issue in the Media and that no further action be taken at this time.
- vii) Councillor P. Ryan NOMA Per Diem and Travel Expense Claim – The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$536.00 as submitted by Councillor Paul Ryan for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.

Meeting – October 7, 2014

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- viii) Mayor R. Avis NOMA Per Diem and Travel Expense Claim – The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$595.44 as submitted by Mayor Roy Avis for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.
- ix) Mayor R. Avis Meeting with K. Boshcoff Entertainment Expense Claim – The Committee recommended to approve the Entertainment Expense Reimbursement claim in the total amount of \$30.12 as submitted by Mayor Roy Avis for his meeting with Ken Boshcoff in Thunder Bay, Ontario.
- x) 2015 Budget Presentation/Written Submissions – The Committee recommended:
  - a. Fort Frances Lakers Dudley Hewitt Cup (included Agenda Item 5. v) – donation of \$5,500
  - b. Meals on Wheels – to proceed to the budget
  - c. E-billing for Hydro, Taxes and Water& Sewer billings – Fort Frances Power Corporation will be offering hydro E-billings and have responded in writing to C. Wilde. At the present time the MAS accounting system does not have the capability to offer e-billing for taxes and water& sewer.

**7. Outstanding Items:**

- i) Old Shambles Road – CAO/Solicitor
- ii) Couchiching Sewer and Water Agreement Signage


**8. Non-Agenda Items:**

- i) Councillor J. Albanese NWO Regional Conference Travel & Per Diem – The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$588.62 as submitted by Councillor John Albanese for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.
- ii) Councillor R. Wiedenhoeft NWO Regional Conference Travel & Per Diem – The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$588.62 as submitted by Councillor Rick Wiedenhoeft for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.
- iii) Councillor A. Hallikas NWO Regional Conference Travel & Per Diem – The Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$520.00 as submitted by Councillor Andrew Hallikas for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.

Meeting – October 7, 2014  
Page 4

- iv) Councillor K. Perry NWO Regional Conference Travel & Per Diem – the Committee recommended to approve the Travel Statement – Mayor/Council Honorarium per diem and Travel Expense claim in the total amount of \$461.00 as submitted by Councillor Ken Perry for his attendance at the Northwestern Ontario Regional Conference held in Thunder Bay, Ontario.
9. Information:
- i) Administration & Finance Stats as at August 31, 2014
10. **Next Meeting Date:** Tuesday, October 21, 2014

  
Ken Perry, Chair

  
Mark McCaig, CAO



# Operations & Facilities Executive Committee

## Minutes of Meeting

**Date: Wednesday, October 8, 2014      Session No. 84**



A meeting of the Operations & Facilities Executive Committee was held in the Committee Room on Wednesday, October 8<sup>th</sup>, 2014 from 7:30 a.m. to 9:17 a.m.

Committee Members Present: Rick Wiedenhoeft, Chair, Ken Perry, Paul Ryan, Mark McCaig, CAO, and Doug Brown.

Also Present: Mayor Roy Avis

Guests: Laura Halverson (7:35 a.m. to 8:45 a.m.), Kendall Richardson (7:30 a.m. to 8:30 a.m.) and Charleen Mallory, Council Candidate (7:30 a.m. to 9:17 a.m.)

1. Call to Order 7:31 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 September 17<sup>th</sup>, 2014 – the minutes were approved as circulated.
  - 2) Response to Kendall Richardson, Spokesperson – Presentation on the Sanitary Sewer System in the Church Street Sewage Pumping Station Catchment Area – Petition Received.

The Operations and Facilities Executive committee along with Kendall Richardson and Laura Halverson went through the administration report where all individuals at the meeting were given an opportunity to ask questions and seek clarification. As a result of dialogue the following recommendations will be included in the report;

- 1) That the Operations and Facilities division protocol to enact the contingency plan during extreme rainfall events during the year when the groundwater table is at it's highest elevation (springtime thaw) be reviewed and adjusted to try to enact the contingency plan in a timely fashion to avoid any residential sewage back-ups in this section of the sanitary sewer collection system.
- 2) That the petition forwarded to Council by Kendall Richardson, spokesperson for the Church Street Sewage Pumping station catchment area on September 8<sup>th</sup> has been reviewed and is considered to be addressed at this time by the Operations and Facilities Executive committee.

The revised report will be forwarded to Council for approval. Kendall Richardson left the meeting at approximately 8:30 a.m. where Laura Halverson stayed until 8:45 a.m.

- 3) Fort Frances Airport – Awarding Tender 14-OF-10 – Supply and Installation of Electronic Runway Condition Reporting System – the administration report was reviewed and will be forwarded to Council for approval.
- 4) Operations & Facilities Division – Environmental Area – Operations Statistics – August 2014 – the August 2014 Statistics for the Environmental Area of the Operations and Facilities Division were reviewed and forwarded to Council as information only. No action required.
- 5) Future of the Government Dock at Point Park – Mark McCaig provided an update of the work being performed on the Dock at the Point Park by Armstrongs. In the future Council will have to address whether or not the dock will be replaced and under what terms and conditions.
- 6) Aircraft Landings 2014 – as of September 30, 2014 – the Airport Statistics for September 2014 were reviewed and will be forwarded to Council as information only. No action required.
- 7) 2014 Tonnage at the Landfill Site – as of October 1, 2014 – the Landfill spreadsheet as of September 30, 2014 was reviewed and forwarded to Council as information only. No action required.

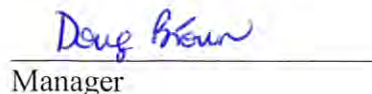
5. Non-Agenda Items: None

6. Resolutions: None

Adjourned at 9:17 a.m.

There being no further matters before this Committee at this time this meeting was closed.

  
Chair

  
Manager



Sherry George/Frances

23/10/2014 10:53 AM

robff49@yahoo.ca, jkstitchnsew@hotmail.com,  
To dballard@fortfrances.com, rurlroot@vianet.ca,  
mhickling11@shaw.ca  
cc Jason Kabel/Frances@Frances, Kathy  
Lawson/Frances@Frances

bcc

Subject Museum Adv Com Mtg minutes

## **FORT FRANCES MUSEUM ADVISORY COMMITTEE**

**Meeting:** Mon Oct 20, 2014, 4:15 p.m.

**Present:** Debbie Ballard ✓ Bruce Caldwell ✓ Robert Schulz ✓ Judy Kielczewski Mary Hickling ✓  
Committee Secretary: Sherry George ✓ Guests:

**Minutes from last meeting, Sept 22:** adopted as read.

**Governance:** R.Schulz moved that request be made to executive committee that a councillor sit on Museum Advisory Committee once new council in place. B.Caldwell seconded motion. All voted in favour. Motion passed.

**Finance:** Committee seeking a better understanding of what museum's budget is; where money allocated. Budget numbers (no payroll included) were reviewed.

**Collections:** As discussed, accessioning backlogged.

**Exhibitions:** 100<sup>th</sup> anniversary of WWI and 75<sup>th</sup> of WWII. People continue to drop off family stories and treasures. A suggestion made that following exhibits, report should be made as to staff input and community response.

**Interpretation & Education:** Two Gr3 classes coming through this week. No grade 10s. Mary attending retired teachers' meeting this week and will discuss the need for children's programming.

**Research:** Maxine Hayes still working on local stories.

**Conservation:** Will seek input from a conservator as to the best way to exhibit Noden's regalia.

**Physical Plant:** Hallett clean-up tabled until spring.

**Community:** Friends Fundraising Gala coming up Thurs Nov 6: 'An Evening at the Officers' Club'.

### **Human Resources:**

Training opportunity missed in Thunder Bay on recording our seniors' stories. Museum is over budget for travel as Sherry attended both spring and fall regional museums meetings.

D.Ballard moved that a request for an assistant be made to Executive Committee. M.Hickling seconded. All voted in favour. Motion passed.

### **New Business:**

Numbers: Sept 2014 visitors: 641; (277 in 2013).

Bruce mentioned that Snowbirds will visit this summer; of benefit to the museum?

**Old Business:** Sherry has completed a report to management. Tabled until Nov 3.

**Ontario Arts Council:** nothing.

**Follow-up:** *Recommendations to be made to Executive Committee of Community Services... **Motions passed on two issues above: request to hire an assistant, plus need for council member to sit on Museum Advisory Committee.***

Meeting adjourned at 5:40 p.m.

Next meeting: Mon Nov 17 at 4:15 p.m.

*Copies forwarded to K.Lawson for Council, J.Kabel for Exec. Committee, D.Allan for web; original filed H:/Administration/Council/Advisory Committee Minutes.*

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Sherry George, Curator  
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807 274-7891  
fax: 274-4103