

Community Services Executive Committee

AGENDA

Monday, November 3, 2014 – 10:30 a.m.

'52 Canadians Meeting Room

1. CALL TO ORDER (Session #65)
2. ADOPTION OF AGENDA (call for non-agenda items)
3. DISCLOSURES OF CONFLICT OF INTEREST (& the general nature thereof)
4. APPROVAL OF MINUTES – Monday, October 6, 2014
5. ITEMS REFERRED FROM COUNCIL
NIL
6. NEW BUSINESS
OPEN SESSION
 - a) Saulteaux Consulting & Engineering – Design Services for Children's Complex
IN-CAMERA
 - a) Personnel Matter – verbal report
 - b) Personnel Matter – Board Members
7. NON-AGENDA ITEMS
8. INFORMATION
 - a) Bell Canada Payphone Removal
 - b) 40+ Hockey
 - c) Next Meeting Date – Monday,
9. CLOSE

Community Services Executive Committee
Minutes of Meeting

Date: Monday, October 6, 2014

Session No. 64

This meeting of the Community Services Executive Committee was held in the '52 Canadians Meeting Room.

Committee Members present: A. Hallikas – Chair; J. Albanese – Councillor; D. Kitowski – Councillor; M. McCaig – CAO; J. Kabel – Division Manager

Guest present: Larry Patrick – 2015 Dudley Hewitt Cup Committee Chair

CALL TO ORDER:

A. Hallikas called the meeting to order at 10:31 am. J. Kabel recorded the minutes of the meeting.

DISCLOSURES OF CONFLICT OF INTEREST (and general nature thereof):

NIL

APPROVAL OF MINUTES:

Minutes of the Wednesday, September 3, 2014 Community Services Executive Committee meeting were approved as circulated.

ITEMS REFERRED FROM COUNCIL:

- a) 2015 Dudley Hewitt Cup(DHC) Request – The committee evaluated the request from the DHC committee and approved the requests in principal and asked that J. Kable attend the A&F executive committee meeting for input prior to formalizing the recommendation.

NEW BUSINESS:

- a) Review of information received at public meeting
 - Larry Patrick – 2015 Dudley Hewitt Cup (considered above)
 - Carole Wilde – email delivery of bills for savings initiative – taxes, hydro, & water. The committee felt that it would be good to investigate different methods of bill delivery and various methods of bill payment as well.
 - Alzheimer Society – Walk for Life (no action req'd)

NON-AGENDA ITEMS:

- a) Townshend Theatre Joint Use Agreement – a recommendation went forward to Mayor and Council to sanction the renewal of the Townshend Theatre joint-use user agreement between the Rainy River District School Board, the Corporation of the Town of Fort Frances, and Confederation College of Applied Arts and Technology for a term of five (5) years and further to authorize the Mayor and CAO to endorse the agreement with signature.

INFORMATION:

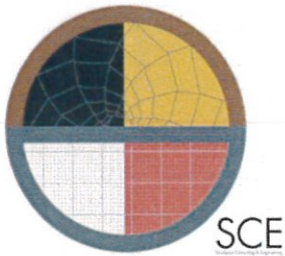
- a) Next Meeting Date – Monday, October 20, 2014.

CLOSING

There being no further matters before the Committee at this time, the meeting was closed by A. Hallikas at 11:05 am.

Chair

Manager (or Superintendent)/Secretary



Saulteaux Consulting & Engineering Inc.

Site 206-207

RR #2, Fort Frances, ON

P9A 3M3

Authorization Form to Proceed

Project: Design Services for Interior Renovations
Client: Fort Frances Children's Complex
Date: September 18, 2014

I, Nicole Cheetham, (herein referred to as "the Client"), hereby authorize Saulteaux Consulting and Engineering Inc. (herein referred to as "the Consultant"), to arrange for or perform the work outlined below.

Scope of Work:

- As per our discussion on August 29, 2014, prepare all necessary drawings and specifications to create an Infant's Sleep/Play area in an existing area.
- Provide design for sound reduced wall construction for the Superintendent's new office.

Project Fee Structure:

1. I understand that the payment is based on a total upset limit of \$2,000.00 + HST, to be invoiced upon completion of the final drawings. The amount will not be exceeded without my authorization due to a change in the scope of work.
Revisions to the final design will be charged at an hourly rate of \$150.00/hr. + HST.
Prints if required; are at cost plus 10%.

Signature: _____

Date: _____

Please sign and return one copy to Saulteaux Consulting & Engineering. Retain one copy for your records.

Standard Conditions of Service

Services

The services provided, if not specifically limited by the Client, will be at the Consultant's discretion for acting in the Client's best interest for the type of work requested.

Fees and Expenses

Billing will be in accordance with the fees as outlined in the proposal, plus expenses. Expenses properly incurred in connection with the project will be billed at cost plus an administrative charge of four percent. The Consultant will assist in selecting and coordinating other Consultants on Client's behalf. The Consultant does not accept any liability for other Consultants' work and encourage Clients to do their own investigations. Clients are encouraged to request that other Consultants invoice them directly and save the four percent added administration charge on that expense.

Invoices

Invoices will be submitted on a monthly basis. Interest (1.5 percent per month of the unpaid amount) will be added to all unpaid balances after 30 days from date of invoicing. If the Client objects to all or any portion of an invoice, the Client shall so notify the Consultant in writing within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. If the Client fails to pay undisputed invoiced amounts within 30 calendar days of the date of the invoice, the Consultant may at any time, without waiving any other claim against the Client and without thereby incurring any liability, suspend or terminate this Agreement as provided elsewhere in these Standard Conditions of Service.

Changes in Scope

The scope of work identified is based on the Consultant's understanding of the work required to complete the project at the time of this proposal. In light of occurrences or discoveries that were not originally contemplated by or known by the Consultant, the Consultant may be required to discuss with the Client a change in the scope of the project, which may require a revision to this agreement. Should such a situation arise, the Consultant shall identify the changed conditions which make such discussions necessary and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this agreement in order to continue to meet the Client's needs. If an agreement cannot be reached on the change in scope, the Client agrees that the Consultant has the absolute right to terminate this agreement.

Mediation

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof shall be decided by mediation, unless the parties mutually agree otherwise.

Limitation of Liability

For purposes of limitation of liability provisions contained herein, the Client expressly agrees that it has entered into this Agreement with the Consultant, both on its own behalf, and as agent on behalf of its employees and principals. The Consultant's liability to the Client in Contract and Tort is limited to the total amount of the fee paid for professional services. The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort and/or other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity. No other party shall rely on the Consultant's work without the express written consent of the Consultant. The Client will give prompt written notice to the Consultant whenever the Client or his representative becomes aware of any defects or deficiencies in Consultant's work.

Field Review Services

Where engaged by the Client, the Consultant will provide field review services. It is understood that in engaging the Consultant, the Client recognizes that the role of the Consultant in completing field review is to ensure conformity of the construction with the identified design. The Consultant does not provide direction to the Contractor on construction methods, nor does the Consultant warrant the Contractor's work - this is the sole responsibility of the Contractor for which the Consultant will not take any liability. Prior to the initiation of construction, the Client and the Consultant will agree on a field review schedule. The Client acknowledges that where a reduced field review schedule is agreed, the Consultant will not be held liable for any work completed by the Contractor for which the Consultant has not been on site to witness conformity with the design.

Governing Law

The laws of the Province of Ontario will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this agreement.

Assignment

Neither party shall assign responsibilities without the written consent of the other.

Termination

The Client or Consultant may terminate this Agreement at any time and no further expense will be incurred beyond the time of notice to terminate. In the event such termination becomes necessary, the party effecting termination shall so notify the other party in writing, and termination will become effective 14 calendar days after receipt of such notice. Irrespective of which party shall effect termination or the cause therefore, the Client shall, within 30 calendar days of termination, remunerate the Consultant for services rendered and costs incurred, in accordance with the Consultant's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities.

Suspension

Upon 14-calendar days' written notice to the Consultant, the Client may suspend the Consultant's work. If payment of the Consultant's invoices is not maintained on a 30 calendar day current basis by the Client, the Consultant may by 14-calendar days' written notice to the Client suspend further work until payment is restored to a current basis. Suspension for any reason exceeding 45-calendar days shall, at the Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and the Consultant, and the Consultant shall be compensated for services performed and charges incurred prior to the suspension date, plus suspension charges. Suspension charges may include, but shall not be limited to, services and costs associated with putting analyses and documents in order, rescheduling and reassigning personnel and/or equipment and issuing necessary or customary notices to appropriate government boards. Compensation to the Consultant shall be based upon the Consultant's prevailing fee schedule and expense reimbursement policy.

Ownership of Documents

The Client shall be entitled to a copy of all drawings, specifications, designs and documents prepared by the Consultant but shall not use them for any other project. The originals shall remain the property of the Consultant.

Client's Responsibility

The Client will fully disclose all relevant information or data pertinent to the Project, which is required by the Consultant. The Consultant shall be entitled to rely upon the accuracy and completeness of such information and data furnished by or on behalf of the Client. The Client will give prompt consideration to all requests or documents relating to the project submitted by the Consultant and whenever prompt action is necessary, inform the Consultant of his decisions in such reasonable time so as not to delay the Services of the Consultant. The Client shall arrange and make provision for the Consultant's entry and ready access to the project site as necessary to enable the Consultant to perform his services.

Tax

Any applicable taxes will be added to invoices.



BRIEFING NOTE

TO: Community Services Executive

FROM: Jason Kabel, Manager of Community Services

DATE: October 31, 2014

RE: Sister Kennedy Centre Board Members

On the afternoon on Friday, October 24, 2014 I had a visit from two Sister Kennedy Centre board members, Shirley Nault and Irene Laing. They wanted to meet with me regarding two concerns, as follows:

1. Board Meeting Dynamics – The ladies said that they are feeling intimidated and extremely uncomfortable attending board meetings in the volatile climate that ensues for all board meetings as of late. They named two specific individuals as cause for the concern, Al Bedard and Donna McKelvie. They feel that the meetings have degraded to a point where it is a circus and believe that the chair of the board has absolutely no control of the meeting. On more than one occasion these ladies feel like that they have been under attack and are not protected by the chair; in fact at times, the chair too is guilty of intimidating behaviour. Both ladies have given notice that if Mr. Bedard is elected to town Council that they will not be submitting their applications to continue as a board members for fear of further degradation of environment at the Centre.
2. Friday Night Bingo – Since the beginning of October a small group of individuals who were not authorized by the Board of Management have been hosting bingos. It is suspected that they are offering pay-outs at these Bingos that are in contravention of licensing and gaming policies.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "JK", is written over the printed name.

Jason Kabel



Bell Canada Public Access
40 Norelco Dr., Flr #1
North York, Ontario
M9L 2X6

September 30, 2014

Dear Sir/Madame

Re: **Payphone Removal**

Payphone # 807-274-9933

In recent years we have observed declining use and revenue originating from the payphone located on your premises. Based on this decline in usage, and escalating operating costs associated with providing service to the payphone, it has been determined that the payphone will be removed within the next 90 days.

Of course we realize that, for you, there may be other considerations which would warrant continuing the service. For example, the payphone in question may provide a certain utility that you wish to maintain for yourself and your clients. If this is the case, please call our Business Office at (416) 748-2694 or 1-800-268-5933 within the next 10 days to discuss options available to maintain this service.

If you have any questions regarding the removal of your payphone please do not hesitate to contact us. Our Business Office is open Monday to Friday from 8am to 4:00pm.

Regards,

Business Office,
Bell Canada Public Access

40 + Hockey

Thursdays Lunch hour

(12:00 – 1:00pm)

Starts November 6

Yearly Cost \$100

(\$125 non-residents)

Register at Sports Centre front desk

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