

TOWN OF FORT FRANCES

AGENDA - December 15, 2014

MEETING - Council Chambers , Civic Centre

Page

COUNCIL MEETING

(Session No. 002) to immediately follow the Committee of the Whole (estimated start time of 6:30 p.m.)

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

Delegations/Deputations

Consent Agenda:

- 3.1 Items Referred from Committee of the Whole
- 3.2 Tom Veert Contracting: Request to purchase property in Industrial Park 4 - 7
 - request will be referred to the Planning & Development Executive Committee for recommendation.
- 3.3 Janice Beazley, Chair, Rainy River Future Development Corporation - 8
 - Request per capita contribution for 2015-16
 - request will be referred to Administration & Finance Executive Committee for recommendation.
- 3.4 John McTaggart, Chair, Police Services Board - recommend funds from OPP Auction be advanced to the Community Policing Committee. 9
 - request will be referred to the Administration & Finance Executive Committee for recommendation.

Approval of Council Minutes: *

- 4.1 THAT the minutes of the Council meetings being Session 121 and Session 001 dated November 24, 2014 and December 1, 2014 having been typed and distributed be approved.

Approval of Committee of the Whole Minutes: *

- 5.1 THAT the report of the Committee of the Whole of Council meeting being Session No. 151 and Session No. 001 dated November 24, 2014 and December 8, 2014 having been typed and distributed be approved.

Resolutions from tonight's Committee meeting

	Page
<u>By-Laws:</u>	
7.1 Being a by-law to approve an agreement with Asselin Transportation and Storage Ltd. for the collection of garbage and recyclables in the Town of Fort Frances pursuant to a public tender process.	10 - 29
7.2 Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs through its Ontario Community Infrastructure Fund (OCIF FC-0091).	30 - 72
7.3 Being a by-law to appoint an auditor for the Town of Fort Frances.	73
7.4 Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for financing under the Dedicated Gas Tax Funds for Public Transportation Program.	74 - 79
7.5 Being a by-law to authorize the entering into of certain contracts with respect to the provision of janitorial services.	80
7.6 Being a by-law to impose certain user fees for 2015.	81 - 108
<u>New Items:</u>	
8.1 Rainy River District Municipal Association: Request Nominations	109 - 110
8.2 D. Bicknell, S. Burnett & Associates Ltd: Request Council support of Nigigoonsiminikaaning First Nation's application for funding under the Small Communities Fund.	111 - 112
<u>Information Correspondence:</u>	
9.1 Northwestern Health Unit Board of Health Minutes October 10, 2014	113 - 119
9.2 Allyson Euler, Deputy Clerk, City of Dryden: Resolution to Support NOMA Energy East Project	120
9.3 Bill Vrebosch, Mayor, Municipality of East Ferris: Congratulations and Support Request	121 - 122
9.4 Joe Steffler, Warden, County of Huron: Request Support for Resolution Canada Post Home to Home Delivery	123 - 124
9.5 AMO Communications: Update of Bill 8, Accountability and Transparency Measures	125 - 126
9.6 AMO Communications: Blue Box Arbitration Decision - Analysis and Next Steps	127 - 129
9.7 Michael Chan, Minister of Citizenship, Immigration and International Trade: Volunteer Recognition Programs 2014	130

	Page
9.8 AMO Communications: Highlights of November 2014 Board Meeting	131 - 133
9.9 Federation of Northern Ontario Municipalities / Northwestern Ontario Municipal Association: Anti-SLAPP Bill	134 - 135
9.10 Steve Baker, President, Union Gas: Natural Gas and Energy Costs	136 - 137
9.11 Matt Yeo, Superintendent, Sioux Narrows Provincial Park: Management Plan	138
9.12 AMO Communications: Bill 8, Accountability and Transparency Measures Update	139 - 140
9.13 AMO Communications: AMO Board of Directors - Request for Nominations to Fill Vacancies	141 - 142
9.14 Notice of Public Consultation - Rainy River Mining Project	143

Minutes:

10.1 Community Services Executive Committee - November 19, 2014	144 - 145
10.2 Community Services Executive Committee Minutes - November 3, 2014	146
10.3 St Francis Sports Field Committee Minutes - November 28, 2014	147
10.4 Operations & Facilities Executive Committee Minutes - November 19, 2014	148 - 149
10.5 Planning & Development Executive Committee Minutes - November 13, 2014	150
10.6 Fort Frances Municipal Non-Profit Housing Corporation Minutes - April 23, 2014	151
10.7 Fort Frances Municipal Non-Profit Housing Corporation Minutes - June 12, 2014	152
10.8 Fort Frances Municipal Non-Profit Housing Corporation Minutes - March 13, 2014	153 - 154
10.9 Fort Frances Municipal Non-Profit Housing Corporation Minutes - December 11, 2013	155 - 156

Non-agenda Items

Adjournment

12.1 Meeting adjourned

*** Previously distributed to Council**

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

Tom Veert Contracting

801 8th Street
 Fort Frances, ON P9A 3X9
 Phone: 807-274-1722 Fax: 807-274-6070
 E-Mail: tomveert@vianet.ca

November 18, 2014

NOV 25 2014

N. Faye Flatt
 Municipal Planner
 Town of Fort Frances

Dear Faye

RE: Purchasing Property Industrial Park

As per the above, I am interested in purchasing lots 20, 21, 22 and 23 .

The Property:

The property of Interest is lots 20, 21, 22 and 23 on plan 48M-357 together with the portion of 7th Street that has been stopped up and closed and is adjacent to those lots. The Property of Interest is shown on the map in red hatched and is located immediately south of and adjacent to property I currently own, namely lots 3 and 12 on plan 48M-357 which is outlined in blue. It is also noted that I own lots 1, 2, 15 and 16 on plan 48M-353 located east of the most northerly portion of Keating Avenue. This property is also outlined in blue.

The Purpose:

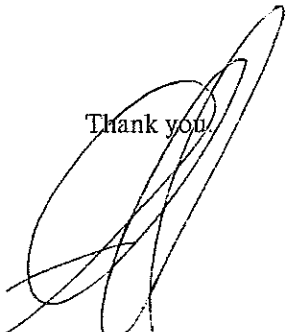
The purpose of acquiring this property is with the intent to construct within a reasonable period of time an office building approximately 2000 square feet fully serviced with municipal water and sanitary sewer services.

The Proposal:

I am requesting that the Town surface treats or causes the surface treatment of the portion of Keating Avenue adjacent to and immediately east of the Property of Interest – shown in black cross-marks on the attached map.

If you have any questions, please do not hesitate to contact me.

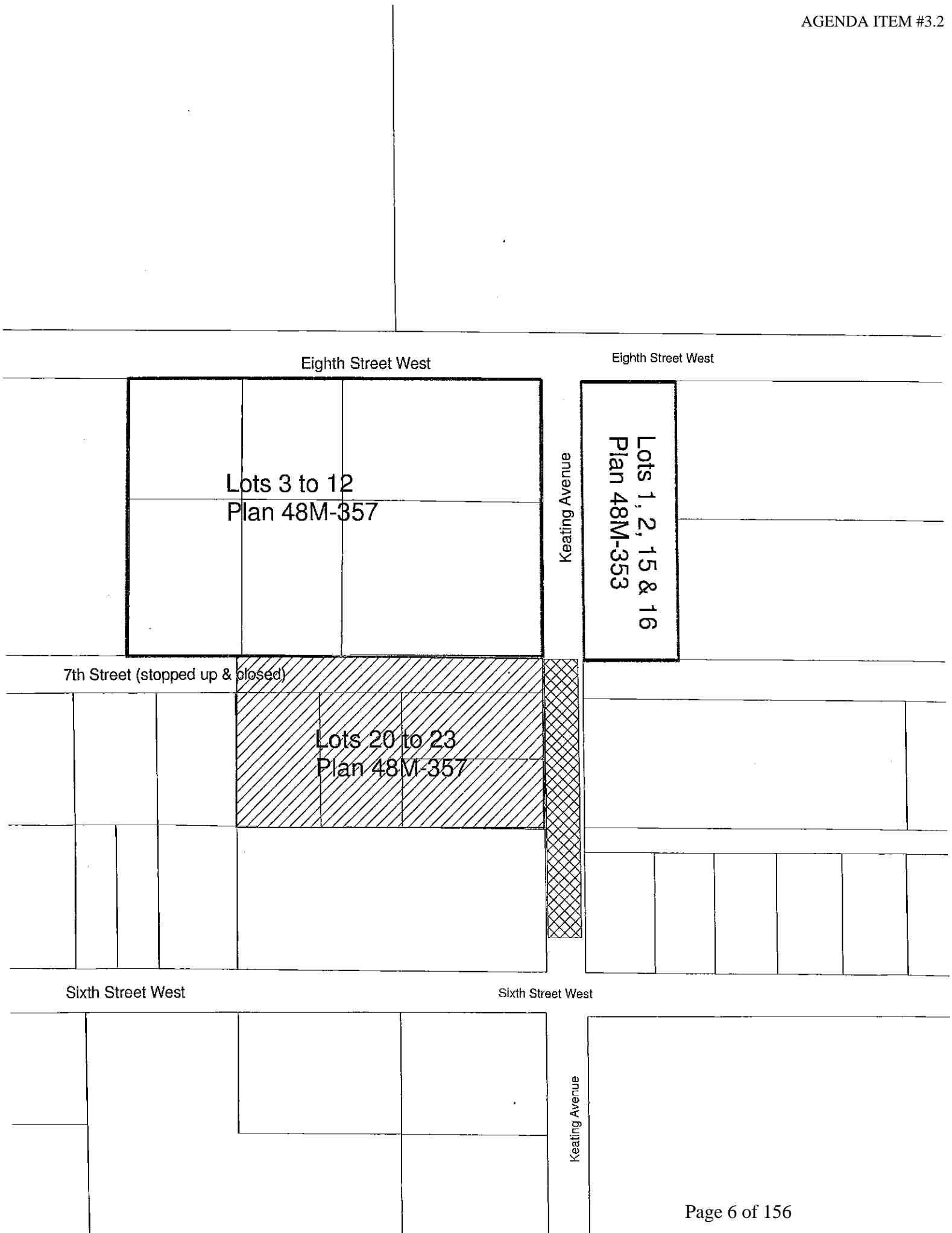
Thank you.

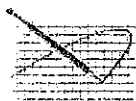


Tom Veert

Owner/President

TV/cv





Faye Flatt/Frances
11/18/2014 08:48 AM

To tomveert@vianet.ca
cc
bcc
Subject Industrial Park Property

Good Morning Tom,

In a meeting with myself and the CAO yesterday you expressed interest in purchasing property in the industrial park from the Town. The purpose of this email is to outline your proposal as I understand it and, if confirmed as correct by reply email, use it as the first step in the process for consideration by council. As discussed, standard process is to refer matters of this nature back to me then through the Planning & Development Executive back to council. Attached is a map to facilitate this process.

The Property:

The Property of Interest is lots 20, 21, 22 and 23 on plan 48M-357 together with the most easterly portion of 7th Street that has been stopped up and closed and is adjacent to those lots. The Property of Interest is shown on the map in red hatched and is located immediately south of and adjacent to property you current own, namely lots 3 to 12 on plan 48M-357 which is outlined in blue. It is also noted that you own lots 1, 2, 15 and 16 on plan 48M-353 located east of the most northerly portion of Keating Avenue. This property is also outline in blue.

The Purpose:

Your stated purpose of acquiring this property is with the intent to construct within a reasonable period of time an office building approximately 2000 sq. ft. fully serviced with municipal water and sanitary sewer services.

The Proposal:

Your proposal includes a request that the Town surface treats or causes the surface treatment of the portion of Keating Avenue adjacent to and immediately east of the Property of Interest - shown in black cross-marks on the attached map.

I should note that the deadline to have this matter placed on the agenda for the next council meeting is this Thursday at noon. I look forward to hearing from you.

Faye

N. Faye Flatt, AMCT, ACST, CPT
Municipal Planner
Town of Fort Frances,
www.fort-frances.com/departments/planning-zoning
(ph) 807-274-5323 ex. 275
(fax) 807-274-8479



Veert Property of Interest - Nov 2014.pdf



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

DEC - 8 2014

December 3, 2014

The Corporation of the Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario
P9A 3P9

Dear Mayor Avis & Council:

Rainy River Future Development Corporation (RRFDC) is again seeking the financial support of all of our area Municipalities.

We are progressing with the new three year economic diversification project. The project focuses on the eight areas of the regional economy in which we hope to encourage development and growth. This project is supported in part by your municipal per capita contributions which helps to leverage both Provincial and Federal funds.

We are requesting your participation in our Corporation by way of a municipal \$7.00 per capita contribution. The amount requested for the 2015-16 year is **\$55685**, based on your municipal population of **7955** as stated in the 2014 Association of Municipalities Directory.

As always, we are available to meet with your Council to discuss our projects and determine what other support we can offer your community.

Sincerely,


Janice Beazley
Chair



Administration & Finance Division
Civic Centre

Operations & Facilities Division
Fifth Street & Wright Avenue
Phone: 807-274-9893
Fax: 807-274-7360

Civic Centre
320 Portage Avenue
Phone: 807-274-5323
Fax: 807-274-8479
email: town@fort-frances.com



Planning & Development Division
Civic Centre

Community Services Division
740 Scott Street P9A 1H8
Phone: 807-274-4561

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

www.fort-frances.com

POLICE SERVICES BOARD

November 28, 2014

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

Attention: Mayor and Council

Dear Sirs and Madams:

At the recent meeting of the Police Services Board held November 28 2014, the following resolution was approved:

That the Police Services Board recommends that the Funds of \$373.00 from the Annual OPP Auction be advanced to the Community Policing Committee.

Yours truly

John McTaggart
Chair

/elh

TOWN OF FORT FRANCES

BY-LAW NO. XX/14

(Being a by-law to approve an agreement with Asselin Transportation and Storage Ltd. for the collection of garbage and recyclables in the Town of Fort Frances pursuant to a public tender process- the *Municipal Act, 2001*, S.O. 2001, Section 11.)

WHEREAS on December 15, 2014, Council approved a recommendation from the Operations & Facilities Executive Committee to enter into a five year agreement with Asselin Transportation and Storage Ltd. for the provision of garbage & recyclables collection services in the Town of Fort Frances pursuant to award of tender 14-OF-12;

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

1. That the agreement with Asselin Transportation and Storage Ltd. in the form of Schedule “A” attached hereto and forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

SCHEDULE 1

TENDER FORMS

Tender No.: 14-OF-12

FIVE (5) YEAR GARBAGE COLLECTION and RECYCLE COLLECTION SERVICE

The following Tender is hereby submitted to

THE CORPORATION OF THE TOWN OF FORT FRANCES
(the "Town")

1. This Tender is submitted by ASSELIN TRANSPORTATION AND STORAGE LTD. (hereinafter sometimes referred to as the "Tenderer").
2. In the Tender Documents "Work" means the total provision of all labour, materials, plant, equipment, services, and otherwise, necessary for the proper execution and completion, in accordance with the Tender Documents, of the operation and maintain an efficient Garbage Collection and Recycle Collection Service within the Town of Fort Frances for the benefit and satisfaction of the Town, of:
 - (a) the Garbage Collection and Recycle Collection Service, if the Town awards the Tender for the Garbage Collection & Recycle Collection Service to the Tenderer; or
 - (b) those Parts(s) of Garbage Collection and Recycle Collection Service for which the Tenderer submits, and is awarded, the Tender.
3. The Tenderer acknowledges and agrees that:
 - (a) the items and quantities set out in, the Schedules of Unit Prices below (which shall be deemed to be attached to and form part of these Tender Forms) or elsewhere in the Tender Documents, are not to be and shall not be taken as a guarantee of actual quantities required;
 - (b) the Town reserves the right to increase, decrease or delete quantities of any or all items set out in, the Schedules of Unit Prices below or elsewhere in the Tender Documents, and no claim resulting from any increase, decrease or deletion in items and/or quantities will be considered;
 - (c) The Total Unit Price(s) given or set out by the Tenderer in this Tender:
 - (i) shall and does include all costs, expenses, and charges whatsoever for the performance and completion of the Work by the Tenderer, including, without limitation, for all labour, materials, plant, equipment, services, duties, taxes, performances bonds, insurance, transportation, and otherwise; and

- (ii) shall apply for the purpose of progress payments and shall apply throughout the time period of Years or part thereof for which the Tenderer may be awarded a Tender except that any increase or decrease in taxes such as HST after the date of the awarding of the Tender shall increase or decrease the Total Unit Price accordingly by the amount of such increase or decrease in tax.
- 4. The undersigned Tenderer:
 - (a) confirms that the Tenderer has examined the Tender Documents and ascertained all necessary particulars of and with regard to the Work to the Tenderer's satisfaction;
 - (b) submits the following Tender and agrees, if such Tender is accepted, to:
 - (i) enter into the Agreement and the OH&S Agreement and provide same to the Town duly executed; and
 - (ii) perform and complete the Work for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer herein except as may be increased or decreased by increase or decrease in taxes (such as GST) as set out in paragraph 3 hereof.
- 5. The forms below allow for a Tender for the Work relating to each Part(s) of Garbage Collection and Recycle Collection Service to be provided for each of the Contract Years.

Term of the Contract shall be from November 1, 2014 to October 31, 2019.

Tenderers are to bid on all five (5) years of the contract on a yearly basis.

- 6. The Tenderer encloses herewith the Deposit.
- 7. The undersigned acknowledges receipt of the following addenda:

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

- 8. The Tenderer shall, forthwith upon request of the Town, provide a "Statement of Good Standing" and/or clearance certificate and/or such other evidence of compliance (with regard to workers' compensation insurance, including payments due thereunder) satisfactory to the Town, from the WSIB of Ontario.

9.

Dated at FORT FRANCES, ONT. this 14 day of OCTOBER, 2014.

SIGNATURE OF TENDERER:



Witness to signature of Tenderer



If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

Julie Mattson

PRINT NAME AND TITLE OF PERSON SIGNING:

ELDON MOSE: PRESIDENT

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

ASSELIN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

RR#1 SITE 105-1 BOX 1

Address of Tenderer:

P.O. BOX 746
FORT FRANCES, ONTARIO
P9A3M2

Phone Number of Witness:

807-274-1252
FORT FRANCES, ONTARIO P9A3N1

Phone Number of Tenderer:

807-274-6255
Fax Number: 807-274-8437Cell Number: 807-275-8300

SCHEDULE OF UNIT PRICES

PART 1

FIVE (5) DAY CYCLE OF GARBAGE COLLECTION

1. Five (5) Day Cycle of Curbside Collection of Residential Garbage

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2016	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2017	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2018	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Price Per Year - 2019	\$ <u>141,779.76</u>	\$ <u>18431.36</u>	\$ <u>160211.12</u>
Five (5) Year Total Tender Price	\$ <u>708898.80</u>	\$ <u>92156.84</u>	\$ <u>801055.64</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

* Base Unit Prices do not include H.S.T.

SCHEDULE OF UNIT PRICES

PART 2

BI-WEEKLY (EVERY 2ND WEEK) COLLECTION OF RECYCLE MATERIAL

1. Bi-Weekly Curbside Collection of Residential Recycling Material
(Based on a Rotating Five (5) Day a Week Service)

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2016	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2017	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2018	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Price Per Year - 2019	\$ <u>73988.96</u>	\$ <u>9618.56</u>	\$ <u>83607.52</u>
Five (5) Year Total Tender Price	\$ <u>369944.80</u>	\$ <u>48092.82</u>	\$ <u>418037.62.</u>

H.S.T. NUMBER IF APPLICABLE: 100295047.

* Base Unit Prices do not include H.S.T.

SCHEDULE OF UNIT PRICES

PART 3

SUPPLY AND PICK-UP OF DUMPSTERS

1. 2 Cubic Yard Dumpster – East End Hall

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Five (5) Year Total Tender Price	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

2. 4 Cubic Yard Dumpster – Children's Complex

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Five (5) Year Total Tender Price	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

3. 4 Cubic Yard Dumpster – Marina (Sorting Gap)

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2016	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2017	\$ <u>330.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2018	\$ <u>300.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Price Per Year - 2019	\$ <u>300.00</u>	\$ <u>42.90</u>	\$ <u>372.90</u>
Five (5) Year Total Tender Price	\$ <u>1650.00</u>	\$ <u>214.50</u>	\$ <u>1864.50</u>

4. 2 Cubic Yard Dumpster – Airport

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Five (5) Year Total Tender Price	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

5. 4 Cubic Yard Dumpster – Town Hall

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Five (5) Year Total Tender Price	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

6. 4 Cubic Yard Dumpster – Public Works

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2016	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2017	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2018	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Price Per Year - 2019	\$ <u>900.00</u>	\$ <u>117.00</u>	\$ <u>1017.00</u>
Five (5) Year Total Tender Price	\$ <u>4500.00</u>	\$ <u>585.00</u>	\$ <u>5085.00</u>

7. 6 Cubic Yard Dumpsters (Two (2)) – Arena

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2016	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2017	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2018	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2019	\$ <u>950.00</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Five (5) Year Total Tender Price	\$ <u>4750.00</u>	\$ <u>617.50</u>	\$ <u>5367.50</u>

8. 6 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2016	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2017	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2018	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Price Per Year - 2019	\$ <u>340.00</u>	\$ <u>44.20</u>	\$ <u>384.20</u>
Five (5) Year Total Tender Price	\$ <u>1700.00</u>	\$ <u>221.00</u>	\$ <u>1921.00</u>

9. 6 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45.</u>
Price Per Year - 2016	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2017	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2018	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Price Per Year - 2019	\$ <u>165.00</u>	\$ <u>21.45</u>	\$ <u>186.45</u>
Five (5) Year Total Tender Price	\$ <u>825.00</u>	\$ <u>107.25</u>	\$ <u>932.25</u>

10. 4 Cubic Yard Dumpster – Point Park

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2016	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2017	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2018	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Price Per Year - 2019	\$ <u>155.00</u>	\$ <u>20.15</u>	\$ <u>175.15</u>
Five (5) Year Total Tender Price	\$ <u>775.00</u>	\$ <u>100.75</u>	\$ <u>875.75</u>

11. 5 Cubic Yard Dumpster – Sunny Cove

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2016	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2017	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2018	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2019	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Five (5) Year Total Tender Price	\$ <u>6000.00</u>	\$ <u>780.00</u>	\$ <u>6780.00</u>

12. 6 Cubic Yard Dumpster (Recycling) – Sunny Cove

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2016	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2017	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2018	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Price Per Year - 2019	\$ <u>1200.00</u>	\$ <u>156.00</u>	\$ <u>1356.00</u>
Five (5) Year Total Tender Price	\$ <u>6000</u>	\$ <u>780.00</u>	\$ <u>6780.00</u>

13. 6 Cubic Yard Dumpster – Fort Frances Cemetery

DESCRIPTION	* BASE UNIT PRICE	H.S.T.	TOTAL PRICE
Price Per Year - 2015	\$ <u>950⁰⁰</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2016	\$ <u>950⁰⁰</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2017	\$ <u>950⁰⁰</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2018	\$ <u>950⁰⁰</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Price Per Year - 2019	\$ <u>950⁰⁰</u>	\$ <u>123.50</u>	\$ <u>1073.50</u>
Five (5) Year Total Tender Price	\$ <u>4750⁰⁰</u>	\$ <u>617.50</u>	\$ <u>5367.50</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

* Base Unit Prices do not include H.S.T.

SUMMARY OF TENDER PRICES

1. PART ONE - Five (5) Year - Five (5) Day Cycle of Garbage Collection

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>708898.80</u>
5 YEAR H.S.T.	\$ <u>92156.84</u>
Total Part 1 (Includes HST)	\$ <u>801055.64</u>

2. PART TWO - Five (5) Year Bi-Weekly (Every 2nd Week) Collection of Residential Recycling Materials

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>369944.80</u>
5 YEAR H.S.T.	\$ <u>48092.82</u>
Total Part 1 (Includes HST)	\$ <u>418037.62</u>

3. PART THREE – Supply and Pick-up of Dumpsters

TOTAL 5 YEAR BASE PRICE (no HST)	\$ <u>48950.00</u>
5 YEAR H.S.T.	\$ <u>6363.50</u>
Total Part 1 (Includes HST)	\$ <u>55313.50</u>

Total of Part 1, Part 2 & Part 3 (no HST)	\$ <u>1127793.60</u>
Total of Part 1, Part 2 & Part 3 (HST)	\$ <u>146613.16</u>
Total of Part One, Part Two and Part Three (including HST)	\$ <u>1274406.70</u>

H.S.T. NUMBER IF APPLICABLE: 100295047

* Base Unit Prices do not include H.S.T.

SCHEDULE 2

AGREEMENT

Tender No.: 14-OF-12

FIVE (5) YEAR GARBAGE COLLECTION and RECYCLE COLLECTION SERVICE

THIS AGREEMENT made this 14 day of October, 2014.

BETWEEN:

ASSELIN TRANSPORTATION AND STORAGE LIMITED.
(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), Total Prices, and for the Year(s) quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows

1. The Tenderer shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
 - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.

2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by the unit price in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities (in the Tender Documents the Town Manager, Operations and Facilities is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
 - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
 - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
 - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet gradation specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.

8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

(i) in case of notice to the Town, as follows:

320 Portage Avenue
FORT FRANCES, Ontario
P9A 3P9
Attention: Clerk

(ii) in case of the Contractor, as follows:

ASSEUN TRANSPORTATION AND STORAGE LTD.
P.O. Box 746
FORT FRANCES ONT
P9A 3N1

Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

Julie Mattson
Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:

Eldon Mose
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

Julie Mattson

ELDON MOSE: PRESIDENT.

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

ASSELUN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

Address of Contractor:

RR#1 SITE 105-1 BOX 1

P.O. BOX 746

FORT FRANCES ONT P9A 3M2

FORT FRANCES, ONT P9A 3N1

Phone Number of Witness:

Phone Number of Contractor:

807-274-1252

807-274-6255

Fax Number:

807-274-8437

Cell Number:

807-275-8300

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

Date: October 14, 2014.

SCHEDULE 3

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

The undersigned Tenderer, ASSER IN TRANSPORTATION AND STORAGE LIMITED shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:

Julie Mattson

Witness to signature of Tenderer

Eldon Mose

If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

PRINT NAME AND TITLE OF PERSON SIGNING:

JULIE MATTSON

ELDON MOSE: PRESIDENT

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

ASBUN TRANSPORTATION AND STORAGE LIMITED

Address of Witness:

Address of Contractor:

RR#1 SITE 105-1 BOX 1
FORT FRANCES, ONT P9A3M2

P.O. BOX 746
FORT FRANCES ONT. P9A3N1

Phone Number of Witness:

Phone Number of Contractor:

807-274-1252

807-274-6255

Fax 807-274-8437 Number:

Cell 807-275-8300 Number:

The Corporation of the Town of Fort Frances

per: _____

per: _____

I/we have authority to bind the Town

Date: _____, 2014.

TOWN OF FORT FRANCES

BY-LAW NO. XX/14

(BEING a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs through its Ontario Community Infrastructure Fund (OCIF), the *Municipal Act, 2001*, section 22.

WHEREAS on September 8, 2014, Council approved a report by the Manager of Operations & Facilities wherein the Operations & Facilities Executive Committee recommended the submission of application to OCIF for funding.

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

1. That the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs, in the form of Schedule “A” attached hereto and forming part of this by-law, be approved for the Mayor and Clerk to sign and affix the Corporate seal thereto.

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

READ THREE TIMES and finally passed in open Council this 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA-BASED COMPONENT

BETWEEN:

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

(“Ontario”)

– and –

The Corporation of the Town of Fort Frances

(the “Recipient”)

WHEREAS the Government of Ontario has created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component;

AND WHEREAS the Formula-Based Component of the Ontario Community Infrastructure Fund is based on: (1) a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible municipality; or (2) a grant of twenty-five thousand dollars (\$25,000.00), where the recipient is an eligible Local Services Board;

AND WHEREAS the Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund;

NOW THEREFORE, in accordance with the principles set out above, the mutual covenants and agreements herein and for other good and valuable consideration, the receipt of sufficiency of which is expressly acknowledges, the Parties hereby agree as follows:

SECTION 1 INTERPRETATION

1.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings described below.

“**Aboriginal Group**” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Adjust the Funds” means Ontario’s right to adjust, without limitation, any Funds provided to the Recipient under this Agreement.

“Agreement” means this agreement between Ontario and the Recipient, including all Schedules attached hereto.

“Annual Financial Report” means the document set out under Part B.2 of Schedule “B” of this Agreement.

“Arm’s Length” has the meaning given to it under the *Income Tax Act* (Canada) as in effect on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010* (Ontario).

“Business Day” means any day on which the Government of Ontario offices are generally open for business in the Province of Ontario.

“Communications Protocol” means the protocol set out under Schedule “G” of this Agreement.

“Conflict of Interest” includes any and all 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 could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to this Agreement.

“Consultant” means any person the Recipient retains to do work related to this Agreement.

“Contract” means a contract between the Recipient and a third party at Arm’s Length whereby the latter agrees to provide a good or service in return for financial consideration that may be claimed as an Eligible Cost under this Agreement.

“Effective Date” means the date set out at Part C.1 of Schedule “C” of this Agreement.

“Eligible Costs” means the costs described in Part E.1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning given to it in section 15 of this Agreement.

“Expiration Date” means the date set out in Part C.2 of Schedule “C” of this Agreement.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act* (Ontario).

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Fiscal Year” means the period beginning April 1st in any year and ending on March 31st of the following year.

“Funds” means the total amount of funding Ontario is providing in Canadian currency to the Recipient under this Agreement, subject to the terms and conditions of this Agreement.

“Indemnified Party” means Her Majesty the Queen in Right of Ontario, Her Ministers, directors, officers, agents, appointees and employees.

“Ineligible Costs” means the costs described under Part E.2 of Schedule “E” of this Agreement.

“Local Services Board” means a Local Services Board established under the *Northern Services Boards Act* (Ontario).

“Minister” means the Minister of Agriculture, Food and Rural Affairs.

“Ontario” means Her Majesty the Queen in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs or any other Minister who may have authority to administer this Agreement, unless the context indicates otherwise.

“Parties” means Ontario and the Recipient.

“Party” means either Ontario or the Recipient, as the case may be.

“Project” means the project described in Part B.1 of Schedule “B” of this Agreement.

“Project Report” means the document set out under Part B.1 of Schedule “B” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Requirements of Law” means all applicable statutes, codes, acts, ordinances, orders, approvals, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability statutes, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability statutes are deemed to be Requirements of Law.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

1.2 Reference To Statute Or Regulation. Any reference to a statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplanting or superseding such statute or regulations.

1.3 Singular/Plural And Gender Terms. Each definition in this Agreement using a singular capitalized term or other word or phrase shall also apply to the plural form and such term, word or phrase and *vice versa*. All references to the masculine gender shall include reference to the feminine or neuter gender and *vice versa* in each case as the context may permit or require.

1.4 Pronouns. Each use in this Agreement of a neuter pronoun shall be deemed to include the masculine and feminine variations thereof and *vice versa* and a singular pronoun

shall be deemed to include a reference to the plural pronoun and *vice versa* in each case as the context may permit or require.

- 1.5 Sections And Other Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 1.6 Recitals.** The recitals to this Agreement do not form a part of the Agreement.
- 1.7 Accounting Terms, Calculations And Submission Of Financial Data.** All accounting terms not defined in this Agreement shall have the meanings usually ascribed to them. All calculations will be made and all financial data to be submitted will be prepared in accordance with the applicable accepted accounting principles in effect in Ontario.

SECTION 2 THE AGREEMENT

- 2.1 The Agreement.** The Agreement includes this document and the following Schedules attached to this document, as such Schedules may be amended from time to time in accordance with this Agreement.

Schedule

- “A” Eligible Project Categories
- “B” Project Report and Annual Financial Report
- “C” Operational Requirements Under The Agreement
- “D” Financial Information For The Project
- “E” Eligible And Ineligible Costs
- “F” Aboriginal Consultation Requirements
- “G” Communications Protocol

- 2.2 Conflict.** In the event of a conflict between any of the documents that form part of this Agreement, the conflict shall be resolved in the following descending order:
- (a) This document; and
 - (b) The Schedules attached to this document.
- 2.3 Expiration Date Of Agreement.** This Agreement shall expire on the Expiration Date, unless amended or terminated prior to this date in accordance with this Agreement.

SECTION 3 GENERAL ROLES AND RESPONSIBILITIES OF THE PARTIES UNDER THE AGREEMENT

- 3.1 Provision Of Funds.** Ontario agrees, subject to the terms and conditions of this Agreement to provide Funds up to the amount set out under Part D.1 of Schedule “D” of this Agreement to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement. The Recipient is solely responsible for securing any additional funding, if needed, to complete any Project to which the Funds being provided under this Agreement have been directed.

- 3.2 Ontario's Role Under Agreement Strictly Limited To Providing Funds.** The Recipient acknowledges and agrees that Ontario's role is strictly limited to providing Funds and that Ontario will have no other involvement in any Project to which Funds are directed or their subsequent maintenance and operation. Ontario is not a manager, decision-maker nor an advisor to the Recipient in relation to any Project to which Funds are directed. Notwithstanding the generality of the foregoing and without limitation, the fact that Ontario may conduct performance reviews and/or audits as provided for hereinafter or issues directions under the terms and conditions of this Agreement shall not be construed by the Recipient as Ontario having a management, decision-making or advisory role. The Recipient further agrees that the Recipient will not seek to include Ontario as a decision-maker, advisor or manager of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.4 Funds Limited To Specific Projects.** The Recipient shall only use the Funds being provided under this Agreement towards Projects that fall within the category of projects set out under Schedule "A" of this Agreement and those Projects have been set out under Part I of the Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.
- 3.5 Recipient To Spend Funds By December 31 Of The Calendar Year.** The Recipient shall spend any Funds provided to it under this Agreement by December 31 of the calendar year in which the Funds was provided under this Agreement. Where the Recipient does not spend the Funds it was provided under this Agreement by December 31 of the calendar year in which the Funds were provided, Ontario may Adjust the Funds that Ontario is providing to the Recipient in the following year by the amount of the Funds that the Recipient did not spend by December 31 the previous calendar year, plus any interest that the Recipient earned on those Funds.
- 3.6 Responsibility For Project.** The Recipient acknowledges and agrees that the Recipient, as opposed to Ontario, is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient further agrees that the Recipient will not seek to hold Ontario responsible for the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed through recourse to a third party, court, tribunal or arbitrator.
- 3.7 Asset Retention.** The Recipient shall comply with Part C.7 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, rehabilitated or built with Funds being provided under this Agreement.
- 3.8 Behavior Of Recipient.** The Recipient shall carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any reasonable amendments Ontario may agree to or require from time to time in writing.
- 3.9 Ontario Not Responsible For Recipient Obtaining Permits Or Approvals.** For greater certainty, the Parties acknowledge and agree that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar

authorization that the Recipient may need or want in relation to any Project to which Funding is directed or to meet any terms or conditions under this Agreement

- 3.10 Ontario May Impose Additional Conditions On The Recipient.** Ontario may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient's operations that relate to the use of any Funds which Ontario, acting reasonably, considers appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions Ontario may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.

SECTION 4 FUNDS

- 4.1 Use Of Funds.** Any Funds being provided under this Agreement shall only be used for the payment of Eligible Costs.
- 4.2 Deposit Of Funds In Interest-Bearing Account At Canadian Financial Institution.** The Recipient shall deposit and retain any Funds being provided under this Agreement in an interest-bearing account in the name of the Recipient at a Canadian financial institution in Canada.
- 4.3 Interest Earned By Recipient.** The Recipient shall report to Ontario the amount of any interest earned on any Funds provided to the Recipient under this Agreement in accordance with Part B.2 of Schedule "B" of this Agreement. Ontario reserves the right to request the return of any interest that the Recipient earns on the Funds.
- 4.4 Cost Must Be An Eligible Cost.** For a cost to be considered an Eligible Cost and therefore eligible to be paid from the Funds being provided under this Agreement, the cost must be specifically set out under Part E.1 of Schedule "E" of this Agreement.
- 4.5 Ineligible Costs Shall Not Be Covered Under Agreement.** Any costs set out in Part E.2 of Schedule "E" of this Agreement are Ineligible Costs and shall not be eligible to be paid from the Funds being provided under this Agreement.
- 4.6 Ontario May Declare Costs To Be Eligible.** Despite section 4.4 of this Agreement, but subject to section 4.5 of this Agreement, costs not specifically set out in Part E.1 of Schedule "E" of this Agreement may be deemed in writing to be an Eligible Cost by Ontario, in its sole and absolute discretion on a case-by-case basis.
- 4.7 New Information.** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, Ontario may, in its sole and absolute discretion, Adjust the Funds being provided under this Agreement.
- 4.8 Repayment Of Funds.** The Recipient shall repay Funds to Ontario where:
- (a) The Recipient has used the Funds for a purpose not agreed to by Ontario;
 - (b) The Recipient still has Funds under its charge, management or control:

- (i) On January 1 of the following calendar year in which the Funds were provided, or
- (ii) Upon the expiry or termination of this Agreement; and
- (c) The Recipient receives an overpayment by Ontario and is notified by Ontario of said overpayment,

within fifteen (15) Business Days of receiving a written demand from Ontario.

4.9 *Insufficient Funds Provided By Legislature.* If, in the opinion of the Minister, the Ontario Legislature does not provide sufficient funds to continue the Funds for any Fiscal Year which this Agreement is in effect, Ontario may immediately, without any liability, cost or penalty and without any prejudice to any other rights or remedies Ontario has under this Agreement or at law or equity, terminate this Agreement.

4.10 *Ontario May Adjust The Funds.* Despite any other provision in this Agreement, Ontario may Adjust the Funds being provided under this Agreement.

SECTION 5 PAYMENT UNDER AGREEMENT

5.1 *Eligibility Of Costs Or Expenses.* In order for a cost or expense to be eligible to be paid from the Funds being provided under this Agreement, the cost or expense:

- (a) Must be reasonable;
- (b) Must be directly related to the Project in which the Funds are directed;
- (c) Must be an Eligible Cost;
- (d) Must not be an Ineligible Cost; and
- (e) Must, subject to sections 4.4 and 4.5 of this Agreement, have been incurred on or after the Effective Date of this Agreement for the first year and January 1 of each calendar year this Agreement is in effect and spent by December 31 of the same calendar year.

5.2 *Payment Of Funds.* Subject to all terms and conditions of this Agreement, Ontario shall pay any Funds to the Recipient in accordance with Part D.2 of Schedule “D” of this Agreement.

5.3 *Conditions Precedent For Payment Of Funds.* Despite section 5.2 and Part D.2 of Schedule “D” of this Agreement, Ontario may withhold the payment of any Funds to the Recipient until the Recipient has met the following further conditions precedent:

- (a) The Recipient has submitted to the Ministry of Municipal Affairs and Housing any outstanding Financial Information Returns by December 31 of each calendar year;
- (b) The Recipient has submitted to the Ministry a copy of their asset management plan and any subsequent updates by December 31 of each calendar year
- (c) The Recipient has:
 - (i) Where the Recipient has previously committed to making its asset management plan publically available under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has made its asset management plan public by:

- a. Posting its asset management plan on its website, if it has one, or
 - b. Made its asset management plan publicly available and has provided Ontario with information as to how it has made its asset management plan publicly available; or
- (ii) Where the Recipient has not previously committed to completing an asset management plan by December 31, 2014 under any other agreement it has entered into with Her Majesty the Queen in Right of Ontario, the Recipient has submitted a declaration certifying that the Recipient is committed to developing an asset management plan that includes all of the information and analysis described in *Building Together: Guide for Municipal Asset Management Plans*, by December 31, 2015;
- (d) The Recipient has provided evidence that the insurance required by section 8.1 of this Agreement has been obtained within ten (10) Business Days of Ontario's request;
- (e) The Recipient has provided Ontario with any requested information within ten (10) Business Days of Ontario's request; and
- (f) The Recipient has not or is not meeting any duty to consult with Aboriginal Groups requirements set out under this Agreement.

5.4 Withholding Payment Of Funds. Ontario may, in its sole and absolute discretion, withhold the payment of any Funds to the Recipient where:

- (a) Ontario is of the opinion that a Project in which the Funds are directed is not progressing in accordance with how other projects of a similar size and scope would progress under similar circumstances; and
- (b) Ontario is of the opinion that the Recipient is, without limitation, not in compliance with any other agreements that the Recipient has entered into with Her Majesty the Queen in Right of Ontario where Ontario may be providing financial assistance to the Recipient, directly or indirectly, under that agreement. Where Ontario withholds the payment of any Funds to the Recipient, the following shall apply:
 - (i) Ontario has complete and absolute discretion to determine whether the Recipient is in compliance with the terms or conditions of any other funding agreements, such as the Municipal Infrastructure Investment Initiative and the Small, Rural and Northern Municipal Infrastructure Fund, whereby the Recipient is receiving, directly or indirectly, funding from Ontario;
 - (ii) Ontario shall continue to withhold any payments of any Funds to the Recipient under this Agreement until the Recipient has come into compliance with the terms and conditions of any other agreement whereby the Recipient receives, directly or indirectly, funding from Ontario; and
 - (iii) Ontario agrees that it will act reasonably when applying this section 5.4 of the Agreement and shall promptly notify the Recipient of any determinations made by Ontario with respect to the application of this section 5.4 of the Agreement.

SECTION 6

RECIPIENT'S REPRESENTATIONS, WARRANTIES, COVENANTS, ACKNOWLEDGEMENTS AND AGREEMENTS

6.1 *Recipient's Representations, Warranties And Covenants.* The Recipient represents, warrants and covenants that:

- (a) It validly exists as a legal entity, and will continue to exist for the Term of the Agreement, with full power to perform and observe all of the terms and conditions of this Agreement and that it will continue to validly exist until the Expiration Date of this Agreement;
- (b) It has the authority and any necessary approvals to enter into this Agreement and to carry out its terms and conditions and that it is not bound by any other agreement that would in any way interfere with Ontario's rights under this Agreement;
- (c) Where applicable, it has passed the requisite by-laws to undertake any Project in which Funds are directed;
- (d) It is conducting its business in accordance with all Requirements of Law and it shall continue to conduct its business in accordance with all Requirements of Law until the Expiration Date of this Agreement;
- (e) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project to which Funds are directed or that it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (f) All information provided to Ontario in relation to any Funds being provided under this Agreement remains true, correct and complete as of the date this Agreement is signed in every material respect, except as set out to the contrary herein.

6.2 *Governance.* The Recipient represents, warrants and covenants that it has and shall maintain until the Expiration Date of this Agreement all legally necessary instruments to:

- (a) Establish a code of conduct and ethical responsibilities for the Recipient;
- (b) Establish procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Establish decision-making mechanism;
- (d) Provide for the prudent and effective management of any Funds being provided under this Agreement;
- (e) Establish procedures to enable the timely identification of risks that would interfere with the Recipient meetings its obligations under this Agreement and strategies to address the identified risks;
- (f) Establish procedures to enable the preparation and delivery of all reports under this Agreement; and
- (g) Be responsible for other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

6.3 *Additional Covenants.* The Recipient undertakes to advise Ontario within five (5) Business Days of the occurrence during the Term of this Agreement of any actions, suits or other proceedings which could or would prevent compliance with the terms and conditions of this Agreement.

- 6.4 Recipient Shall Provide Proof Of Compliance Upon Ontario's Request.** The Recipient shall, upon receiving a written notice from Ontario, provide to Ontario with proof of the matters referred to in sections 6.1 to 6.3 of this Agreement within the time period set out in the notice. Despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, and without limiting the generality of section 5.3 of this Agreement, Ontario may withhold the payment of any Funds under this Agreement until the Recipient provides Ontario with proof of its compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement. Ontario may also, despite anything else in this Agreement and without limiting any remedies Ontario may have under this Agreement, at law or equity, Adjust the Funds if the Recipient is not in compliance with the matters referred to in sections 6.1 to 6.3 of this Agreement at any time during the Term of this Agreement.

SECTION 7

CONFLICT OF INTEREST AND CONFIDENTIALITY

- 7.1 No Conflicts Of Interest.** The Recipient shall ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- 7.2 Disclosure Of Conflict Of Interest Situations.** The Recipient shall:
- (a) Disclose to Ontario, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict of Interest; and
 - (b) Comply with any terms and conditions that Ontario may impose as a result of the disclosure.
- 7.3 Ontario Bound By FIPPA.** The Recipient acknowledges that the provisions of the FIPPA and its regulations bind Ontario.

SECTION 8

INSURANCE

- 8.1 Recipient Shall Have Insurance.** The Recipient shall put in effect and maintain until the Expiration Date of this Agreement at its own expense all necessary insurance that would be considered appropriate by a reasonable for the types of Projects in which Funds are being directed, including Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than the amount indicated in Part C.3 of Schedule "C" of this Agreement per occurrence with insurers with an A.M. Best rating of B+ or equivalent. The Recipient's Commercial General Liability Insurance policy shall include:
- (a) The Indemnified Party as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) A cross-liability clause;
 - (c) Contractual Liability coverage;
 - (d) Products and Completed Operations Liability coverage;
 - (e) Employers Liability;
 - (f) Tenants Legal Liability (for premises/building leases only);

- (g) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation, termination or material change clause.

8.2 Ontario To Have Priority Right On Any Proceeds Of Insurance Policy. The Recipient acknowledges and agrees that Ontario shall have a priority over any other Person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance required under section 8.1 of this Agreement to pay any claim, suits, judgments, demands, expenses, actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* (Ontario) and for any and all liability for damages to property and injury to persons, including death, that may be brought against Ontario as a result of this Agreement.

SECTION 9

LIMITATION OF LIABILITY AND INDEMNIFICATION

9.1 Exclusion Of Liability. In no event shall Ontario be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.

9.2 Recipient To Indemnify Ontario. The Recipient shall indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

9.3 Further Indemnification Of Ontario. The Recipient further agrees to indemnify and hold harmless the Indemnified Party from any general, compensatory, incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur or related in any way to this Agreement or the Project in tort, contract or otherwise other than by reason of their own gross negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or any breach of the terms and conditions of this Agreement by the Recipient, its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or

employees where the third party entered into a Contract with the Recipient in relation to the Project;

- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or negligent act or misconduct of the Recipient its officers, servants, agents, employees and Consultants or by a third party and any of its officers, servants, agents or employees where the third party entered into a Contract with the Recipient in relation to the Project.

9.4 Recipient To Require Third Parties To Indemnify Ontario. The Recipient shall use all reasonable efforts to ensure that all third parties that the Recipient enters into a Contract with indemnify and hold harmless the Indemnified Party from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses, including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act* (Ontario), and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, otherwise than by reason of their own negligence or wilful misconduct, as a result of or arising out of or in relation to any breach by the Recipient of the terms of this Agreement, or the Recipient's own negligence or wilful misconduct, as a result of or arising out of or in relation to:

- (a) The performance of this Agreement or the breach of the terms of this Agreement by the Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees servants or agents;
- (b) The ongoing operation, maintenance and repair of the Project; or
- (c) Any omission or other wilful or negligent act of the Recipient, a third party or their respective employees, officers, servants or agents.

The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement or assertion of this section 9.4 of the Agreement as against any third party.

9.5 Recipient To Limit Heads Of Damage As Against Ontario In Contracts With Third Parties. The Recipient shall use commercially reasonable efforts to include in the Recipient's Contracts with any third party a provision that provides notwithstanding anything else, and in no event whatsoever, shall Ontario be liable to the third party for any incidental, indirect, special or consequential damage or any loss of use, revenue or profit which the Indemnified Party may incur as a result of anything under or related in any way to this Agreement or the Project in tort, contract or otherwise. The Recipient agrees to take and implement any reasonable direction from Ontario in relation to the enforcement of this section 9.5 of the Agreement as against any third party.

SECTION 10 PROCUREMENT

10.1 Ontario Not Responsible For Claims Under Tender/Bidding Process. Without limiting the generality of section 9.1 of this Agreement, Ontario shall not be responsible for any claim arising from the tender and bidding process in relation to any Project in which Funds are directed.

10.2 Competitive Procurement Process. The Recipient shall acquire and manage its equipment, services and supplies, including any construction component, required for any Project in which Funds are directed through a transparent, competitive process that ensures the best value for any Funds expended. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient shall follow its procurement policies as required under the *Municipal Act, 2001* (Ontario). Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario), the Recipient shall ensure that for equipment, services and supplies, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient obtains at least three (3) written quotes unless Ontario gives prior written approval. The requirement for a competitive process under this section 10.2 of the Agreement may be waived with prior written approval by Ontario, if:

- (a) The equipment, services or supplies the Recipient is purchasing is specialized and is not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for the equipment, services or supplies purchased.

10.3 BPSAA. For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* shall apply.

10.4 Contracts. The Recipient shall ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Are managed in a way that is transparent, competitive and consistent with value for money principles
- (e) Require that any third parties thereto comply with all Requirements of Law; and
- (f) Authorize Ontario to collect, use and disclose in accordance with the Requirements of Law information and data gathered by the third party in connection with Project, perform audits of the third party and monitor the Project as Ontario sees fit.

10.5 Costs Of Contracts Not Awarded In Compliance With This Section May Be Deemed Ineligible. If Ontario determines that the Recipient has awarded a Contract in a manner that is not in compliance with this section 10 of the Agreement, Ontario may, upon written notification to the Recipient, deem the costs associated with the Contract as being ineligible for payment from the Funds.

10.6 Goods And Services To Be Procured In Competitive Manner And At Price No Greater Than Fair Market Value. Despite anything else contained in this section 10 of the Agreement, the Recipient shall ensure that all goods and services purchased with any Funds being provided under this Agreement are purchased or acquired at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient.

10.7 Recipient To Keep Records Of Contracts. The Recipient shall keep and maintain proper and accurate accounts and records, including, but not limited to, all Contracts, invoices, statements, receipts and vouchers in relation to any Project in which Funds are directed for a period of at least seven (7) years after the Term of this Agreement.

10.8 Trade Agreements. If the Recipient is subject to any provincial or federal trade agreements to which Ontario is a party, the Recipient shall comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient shall comply with all applicable requirements of Annex 502.4. In the event of any conflict between the requirements of any other provisions of this section 10 of the Agreement and the requirements of Annex 502.4, the requirements of Annex 502.4 shall apply to the extent of the conflict.

SECTION 11

ABORIGINAL CONSULTATION

11.1 Provision Of Funds Dependent Upon Ontario Meeting Its Duty To Consult Obligations. The Recipient hereby acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon Ontario satisfying any obligation it may have to consult with and, if required, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.

11.2 Recipient Ontario's Delegate For Purposes Of Consultation With Aboriginal Groups. By entering into this Agreement, Ontario delegates the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "F" of this Agreement. The Recipient, by signing this Agreement, acknowledges that Ontario has delegated the procedural aspects of any consultation obligations Ontario may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as Ontario's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations Ontario may have in relation to any Project in which Funds are directed.

11.3 Recipient's Obligations In Relation To Consultations. The Recipient shall:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of Ontario in accordance with Schedule "F" of this Agreement;
- (b) Take directions from Ontario in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions Ontario may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Project Report, as set out under Part B.1 of Schedule "B" of this Agreement.

11.4 Recipient Shall Not Start Construction On Project Until Recipient Provides Evidence To Ontario That Notice Of The Project Has Been Given To Identified Aboriginal Groups. The Recipient shall not commence or allow any third party to

commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other time as Ontario may direct, after it has provided Ontario with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups identified in accordance with Schedule “F” of this Agreement.

SECTION 12 COMMUNICATIONS

- 12.1 Recipient To Follow Communications Protocol.** The Recipient shall follow the Communications Protocol set out under Schedule “G” of this Agreement.

SECTION 13 REPORTS

- 13.1 Project Report.** The Recipient shall submit a Project Report for every Project it proposes to direct Funds under this Agreement toward, as set out under Part B.1 of Schedule “B” of this Agreement, to Ontario by the date indicated in Part C.4 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.1 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.2 Annual Financial Report.** The Recipient shall submit an Annual Report, as set out under Part B.2 of Schedule “B” of this Agreement, to Ontario on the dates set out in Part C.5 of Schedule “C” of this Agreement and in accordance with the requirements set out under Part B.2 of Schedule “B” of this Agreement during the Term of this Agreement. The Recipient shall follow such reasonable administrative procedures as Ontario may specify from time to time.
- 13.3 Additional Reports Upon Request.** The Recipient shall, upon Ontario’s request in writing, collect such information and provide such additional reports as Ontario may specify from time to time during the Term of this Agreement. The Recipient shall provide any additional reports within ten (10) Business Days of the request, unless the request provides otherwise.
- 13.4 Compliance Attestation.** The Recipient shall provide a compliance attestation in accordance with the following when any reports required under sections 13.1 to 13.3 of this Agreement is submitted:
- (a) Where the Recipient is a municipality, the compliance attestation shall be signed by the Recipient’s Administrative Officer/Clerk or Treasurer.
 - (b) Where the Recipient is a LSB, the compliance attestation shall be signed by the Recipient’s Chair or secretary.

SECTION 14

RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

14.1 Recipient's Obligations Under Agreement. The Recipient:

- (a) Shall keep and maintain all financial records, receipts, invoices and other financially-related documents relating to any Funds or otherwise in relation to any Project in which Funds are directed in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by Ontario for a period of seven (7) years from the Expiration Date of this Agreement; and
- (b) Shall maintain all non-financial documents and records relating to any Funds or otherwise to any Project in which Funds are directed, including any records it receives about the people it serves, in a confidential manner consistent with all Requirements of Law.

14.2 Ontario May Inspect Recipient's Premises And Projects' Premises At Any Time.

Ontario reserves the right to inspect the Recipient's premises and any premises of any Project in which Funds are directed at any time as it relates to the provision of any Funds under this Agreement. Without limiting the generality of the foregoing, the Recipient hereby authorizes Ontario, its employees and agents, including the Auditor General, to, upon twenty-four (24) hours' written notice and during normal business hours, enter the Recipient's premises to review the status of any Project in which Funds are directed and to copy any financial records, invoices and other financially-related documents, including all Contracts the Recipient has entered into in relation to any Project in which Funds are directed.

14.3 Audits. Ontario may, at its own expense, conduct audits of any Project in which Funds are directed. Ontario may require the assistance of an external auditor to carry out an audit. If so, Ontario shall be responsible for retaining the external auditor.

14.4 Auditor General. The Auditor General may, at the Auditor General's cost, conduct an audit with respect to the use of any Funds under this Agreement. For the purposes of facilitating such an audit, the Recipient shall release to Ontario upon request and in a timely manner, for the purpose of releasing to the Auditor General:

- (a) All records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and/or the use of the Funds; and
- (b) Such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to any part of this Agreement or the use of the Funds.

14.5 Information. The Recipient shall supply to Ontario, within ten (10) Business Days of receiving a written request, such information in respect of this Agreement or any Project in which Funds are directed as Ontario requests unless the request provides otherwise.

14.6 Provision Of Information Is A True Condition Precedent. If, in the opinion of Ontario, any of the information requirements of this Agreement are not met, Ontario may in its sole and absolute discretion, and despite section 5.2 and Part D.2 of Schedule "D" of this Agreement, require the information as a condition precedent to the payment of any Funds under this Agreement.

SECTION 15

DEFAULT AND TERMINATION

15.1 Events Of Default. Ontario may, acting in a reasonable manner, without liability, cost or penalty and without prejudice to any other rights or remedies of Ontario under this Agreement or at law or in equity, terminate this Agreement immediately upon giving written notice to the Recipient where:

- (a) In the opinion of Ontario:
 - (i) The Recipient has provided false or misleading information to Ontario;
 - (ii) The Recipient breaches a material term or condition of this Agreement, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iii) The Recipient breaches a material term or condition of any other funding agreement it has with Ontario, where materiality is to be determined by Ontario, in its sole and absolute discretion, acting reasonably;
 - (iv) The Recipient is unable to continue with any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
 - (v) A material adverse change occurs such that the viability of a Recipient as a going concern is threatened;
- (b) 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; or
- (c) The Recipient ceases to operate.

15.2 Remedies On Default. Despite any other rights Ontario has under this Agreement, if an Event of Default has occurred, Ontario shall have the following remedies:

- (a) Ontario shall not have to provide any further Funds under this Agreement;
- (b) Ontario may, at its option, terminate this Agreement immediately after any notice period expires or may, in its sole and absolute discretion, Adjust the Funds, including a demand to return all Funds provided under this Agreement;
- (c) Ontario may avail itself of any of its legal remedies that it may deem appropriate.

15.3 Additional Remedies. In addition to the remedies described in section 15.2 of this Agreement, Ontario may commence such legal action or proceedings as it, in its sole and absolute discretion, may deem expedient, without any additional notice under this Agreement. The rights and remedies of Ontario hereunder are cumulative and in addition to, and not in substitution for, all other rights or remedies otherwise available to Ontario at law, equity or under statute.

15.4 Waiver Of Event Of Default Must Be In Writing. Ontario may, in its sole and absolute discretion, at any time, waive any above-mentioned Event of Default which may have occurred provided that no such waiver shall extend to, or be taken in any manner whatsoever to affect, any subsequent Event of Default or the right to remedies resulting therefrom, and that no such waiver shall be, or shall be deemed to constitute, a waiver of such Event of Default unless such waiver is in writing from Ontario. Ontario may also impose conditions on any waiver it provides under this section 15.4 of the Agreement.

- 15.5 *Ontario's Discretion To Terminate Agreement.*** Despite anything else contained in this Agreement, Ontario may, without liability, cost or penalty and without prejudice to any other rights or remedies Ontario may have under this Agreement or at law or in equity terminate this Agreement at any time upon one hundred and eighty (180) days' notice to the Recipient, provided it acts reasonably in doing so.
- 15.6 *Termination Of Agreement For Circumstances Beyond The Control Of A Party.*** Neither Party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. Should the event last more than ninety (90) Business Days, this Agreement shall terminate and the process set out under section 15.5 of this Agreement shall be followed, with any necessary modifications.
- 15.7 *Date of Termination.*** In the event of termination pursuant to this section 15 of the Agreement, the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever applies.

SECTION 16

GENERAL PROVISIONS

- 16.1 *Terms Binding.*** The Recipient shall take all reasonable measures to ensure that its officers, directors, partners, employees, agents, third party contractors shall be bound to observe all of the terms and conditions of this Agreement, including, but not limited to all of the covenants, representations and warranties set out herein.
- 16.2 *Representatives May Bind Parties.*** The Parties represent and warrant that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.
- 16.3 *Further Assurances.*** The Parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.
- 16.4 *Agreement Binding.*** This Agreement shall enure to the benefit of and be binding upon the Parties, their successors, executors, administrators, heirs and their permitted assigns.
- 16.5 *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 set out in section 16.19 of this Agreement. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.
- 16.6 *Tolerance Of Indulgence Of Breach Not A Waiver.*** Any failure by Ontario to insist in one or more instances upon strict performance by the Recipient of any of the terms or conditions of this Agreement shall not be construed as a waiver by Ontario of its rights to require strict performance of any such terms or conditions, and the obligations of the Recipient with respect to such performance shall continue in full force and effect.

- 16.7 Time Is Of The Essence.** In the performance and observance of the terms and conditions of this Agreement, time is of the essence and no extension or variation of this Agreement shall operate as a waiver of this provision.
- 16.8 Severability.** If any term or condition of this Agreement, or the application thereof to the Parties or to any persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Agreement, and the application of such term or condition to the Parties, persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.
- 16.9 No Assignment Of Agreement.** The Recipient shall not assign this Agreement to any other person unless the Ontario agrees to the assignment in writing. Ontario may impose any terms or conditions.
- 16.10 No Amendment.** This Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the Parties.
- 16.11 Joint Authorship Of Agreement.** The Parties shall be considered joint authors of this Agreement and no provision herein shall be interpreted against one Party by the other Party because of authorship. No Party shall seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.
- 16.12 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of Ontario and the Recipient shall not take any actions that could establish or imply such a relationship.
- 16.13 Recipient Cannot Represent Ontario.** The provision of any Funds to the Recipient pursuant to this Agreement is for the sole purpose of, and is limited to, allowing the Recipient to carry out the Project. The Recipient represents, warrants and agrees that under no circumstances shall it enter into any contract or commitment in the name of or on behalf of Ontario. The Recipient acknowledges and agrees that it is not by the terms and conditions of this Agreement or otherwise granted any right or authority to assume or to create any obligations or responsibility, express or implied, on behalf of or in the name of Ontario, to act as an agent of Ontario or to bind Ontario in any manner whatsoever other than as specifically provided under this Agreement.
- 16.14 Consultants.** Ontario acknowledges and recognizes that, in connection with the carrying out the Project, the Recipient may engage one or more Consultants. Ontario acknowledges and agrees that the Recipient shall have the sole authority and responsibility for such employees, agents or Consultants, including the hiring and termination. The Recipient acknowledges and agrees that the Recipient shall be responsible for all acts and actions of the Recipient's employees, agents and Consultants and that all such acts and actions shall be treated as actions of the Recipient for the purposes of this Agreement.
- 16.15 Lobbyists And Agent Fees.** The Recipient represents and warrants:
- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing Ontario concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;

- (b) It has not and will not make a payment or other compensation to any legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms and/or conditions of this Agreement; and
- (c) No money from the Government of Ontario was used to lobby or otherwise secure the provision of any Funds hereunder.

16.16 Debt Owning To Her Majesty The Queen In Right Of Ontario. Any payment that the Recipient is required to make under this Agreement shall constitute a debt due and owing to Her Majesty the Queen in Right of Ontario and the Recipient shall pay the amount to Ontario immediately upon written demand unless Ontario directs otherwise.

16.17 Her Majesty The Queen In Right Of Ontario May Charge Interest. Her Majesty the Queen in Right of Ontario may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.18 Set-Off By Ontario. In the event that the Recipient is indebted to Her Majesty the Queen in Right of Ontario under this Agreement, Ontario may set-off that debt against any amounts payable to the Recipient by Her Majesty the Queen in Right of Ontario. This right of set-off is in addition to any rights of set-off it has under the *Financial Administration Act* (Ontario) or the *Financial Administration Act* (Canada).

16.19 Notice And Service Of Documents Under Agreement. Notices shall be in writing and shall be delivered by postage-prepaid mail, personal delivery, facsimile transmission or Email transmission and shall be addressed to Ontario and the Recipient respectively, as set out in Part C.6 of Schedule “C” of this Agreement.

Notice shall be deemed to have been received:

- (a) In the case of postage-prepaid mail, five (5) Business Days after such notice is mailed; or
- (b) In the case of personal delivery, facsimile transmission or Email transmission, one (1) Business Day after such notice is delivered to the other Party.

In the event of a postal disruption, notices shall be given by personal delivery, facsimile transmission or Email transmission. Unless the Parties expressly agree in writing to additional methods of notices, notices may only be provided by the method(s) contemplated in this section 16.19 of the Agreement.

The Parties agree that for the purposes of this section 16.19 of the Agreement, the name(s) of the individuals may be changed without amending the Agreement through the Party making the change providing written notice to the other Party of said change.

16.20 Governing Law. This 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 in connection with this Agreement shall be conducted in Ontario.

16.21 Agreement Executed In Counterparts. This 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 agreement.

16.22 Entire Agreement. This Agreement, including its Schedules, embodies the entire Agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations or agreements. No prior document, discussion, negotiation, provision undertaking or agreement in relation to the subject matter of this Agreement has any legal effect. No representation or warranty, whether express, implied or otherwise, has been made by Ontario to the Recipient except as expressly set out in this Agreement.

16.23 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination shall so survive. Without limiting the generality of the foregoing, the provisions that shall survive the termination or expiration of this Agreement for a period of seven (7) years from the Expiration Date or termination of this Agreement, whichever occurs first, include: sections 3 to 6, 9, 11 and 13 to 15; subsections 1.2 to 1.7, 2.2, 16.5, 16.6, 16.8, 16.10 to 16.12, and 16.16 to 16.23; Parts C.6 and C.7 of Schedule “C” of this Agreement and Schedules “E” and “F”; along with all applicable defined terms within section 1, all cross-referenced provisions within the foregoing sections, subsections and Schedules.

IN WITNESS WHEREOF the Parties have executed this Agreement on the dates set out below.

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

Name: George Borovilos
Title: Assistant Deputy Minister (A)

Date

I have the authority to bind the Crown pursuant to delegated authority.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Name:
Title:

Date

**AFFIX CORPORATE
SEAL**

Name:
Title:

Date

I/We have the authority to bind the Recipient.

SCHEDULE “A” ELIGIBLE PROJECT CATEGORIES

Eligible Projects include:

The development and implementation of asset management plans (e.g. software, training, inspections) for core infrastructure assets

Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets which include:

- Roads
 - o Paved Roads
 - o Unpaved Roads
 - o Street lighting and sidewalks may be included as eligible items when part of a road project.
- Bridges and Culverts
- Water
 - o Water Treatment
 - o Water Distribution/Transmission
- Wastewater
 - o Wastewater Treatment & Disposal
 - o Sanitary Sewer Systems
 - o Storm Sewer Systems (Urban and Rural)
 - o Note: Routine upgrades or improvements to storm water infrastructure and drainage are ineligible; an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges).

Funds are not to be used for growth-related expansion projects (e.g., new subdivision infrastructure).

A Recipient may choose to transfer its yearly allocation to another eligible Recipient in the furtherance of a joint project. A Recipient will only be allowed to transfer Funds if the following are in place:

- The participating Recipients will need to inform Ontario that they are undertaking a joint project and put formal agreements in place for the joint project that provide details on the shared funding arrangement and reason for the transfer of Funds.
- The Project being funded is listed as a priority in the asset management plans of all Recipients involved in the Project.

SCHEDULE “B”

PROJECT REPORT AND ANNUAL FINANCIAL REPORT

PART B.1 – PROJECT REPORT

The Project Report shall indicate to the Ministry what Project the Recipient will use the Funds for. The Project Report contains two sections: (1) Proposed Project Reporting Table and (2) Annual Project Information Update. The Recipient must submit a separate Project Report for every Project proposed to utilize the Funds.

PROPOSED PROJECT REPORTING TABLE

Section A of the applicable Project Report must be submitted 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

Should the Recipient require a revision in the Project set out in the Project Report; the Recipient shall revise the Project Report and submit an updated Project Report as soon as possible to the Ministry and prior to any construction being undertaken on the Project. The Recipient shall note that the Project has been changed from the original Project Report.

ANNUAL PROJECT INFORMATION UPDATE

Section B of the applicable Project Report must be submitted no later than December 31st of each calendar year.

There are two (2) Project Reports:

- Project Report A: Road Resurfacing or Asset Management Projects
- Project Report B: Other Eligible Projects

For Projects involving asset management or road resurfacing, use report “A”.

Road resurfacing is defined as a road Project where the land will not be disturbed, altered or affected through excavation (i.e., no increase in width, change in alignment, etc.) except for the removal of the current surface and the installation of a new surface.

For all other Projects use report “B”.

PART B.2 – ANNUAL FINANCIAL REPORT

The Recipient shall provide an annual financial update to the Ministry in the form prescribed no later than December 31st of each calendar year.

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PROJECT REPORTS

**ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT
PROJECT REPORT A – ROAD RESURFACING OR ASSET MANAGEMENT PROJECTS**



Municipality / LSB Name	2T		
Contact Name	2T	Title	2T
Email	2T	Phone Number	2T
		Date	2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Category	<input type="checkbox"/> Road Resurfacing (does not include any changes to the road, strictly removal of current surface and replacement of the surface) <input type="checkbox"/> Asset Management <i>Choose only one category</i>				
Project Title	<i>Insert a project title (no more than 10 words, please)</i>				
Project Description	<i>Insert a description of the project. Historic details are not necessary only what you plan on doing.</i>				
Project Location (include the entire site of work)	Street Address / Cross Roads	<i>Insert information here</i>	City / Town	<i>Insert information here</i>	
	Longitude	<i>Insert information here</i>	Latitude	<i>Insert information here</i>	
Estimated Total Project Cost	\$ <i>Insert dollar value</i>		Formula Funds Expected to be Utilized		\$ <i>Insert dollar value</i>
Proposed Start Date	<i>Insert date MM/DD/YYYY</i>		Proposed Completion Date		<i>Insert date MM/DD/YYYY</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES
1. What is the current status of the above project?
<input type="checkbox"/> In Progress - Ahead of Schedule <input type="checkbox"/> In Progress - On Schedule <input type="checkbox"/> In Progress - Behind Schedule <input type="checkbox"/> Completed <input type="checkbox"/> Not Proceeding
2. Is there any variance between the project description noted above and the actual project completed or in progress?
<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please describe:

PART 1: PROJECT ACTIVITIES**3. For Asset Management Projects – What area did you focus your asset management efforts on?**

- ☐ State of local infrastructure (i.e., inventory of assets, valuation of assets, asset condition, etc.)
- ☐ Desired levels of service (i.e., performance measures, targets, timeframes, etc.)
- ☐ Asset management strategy (i.e., action plans, procurement methods, strategy risks, etc.)
- ☐ Financing strategy (i.e., expenditure forecasts, historic comparative analysis, etc.)

4. For Road Resurfacing Projects - As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

- ☐ Over due to be completed?
- ☐ Due to be completed this year?
- ☐ Due to be completed in the next year?
- ☐ Due to be completed in the next 2-5 years?
- ☐ Due to be completed in the next 5+ years?
- ☐ Was not detailed in plan, Please specify: _____

5. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Asset Management Plan is now a comprehensive plan for all core infrastructure	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

Confirmation provided to the Province of Ontario indicating that there has been no communication from any Aboriginal ☐ Yes ☐ No

Groups and that there were no items of cultural significance to aboriginal groups discovered with respect to this project.

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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ONTARIO COMMUNITY INFRASTRUCTURE FUND – FORMULA COMPONENT PROJECT REPORT B – OTHER ELIGIBLE PROJECTS



Municipality / LSB Name	2T			
Contact Name	2T	Title	2T	
Email	2T	Phone Number	2T	Date 2T

SECTION A: PROPOSED PROJECT REPORTING TABLE

Section A must be filled out and submitted to the ministry 45 Business Days prior to the start of any construction or no later than March 31st. Once the project is completed or if your annual update is due Section B of this report should be completed. A separate report should be filled out for every project you are planning to utilize Formula Component Funds for. If plans change and a new project is selected to utilize program Funds, then an updated Project Report is required to be submitted to the Ministry.

PART 1: PROJECT DESCRIPTION INFORMATION

For each project, ensure that the following table is filled out:

Project Type	<input type="checkbox"/> Rehabilitation <input type="checkbox"/> Replacement <input type="checkbox"/> Renewal		Note : Expansion Projects are not eligible under OCIF	
Project Category	<input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input type="checkbox"/> Roads (other than resurfacing) <input type="checkbox"/> Bridges Choose only one category			
Project Title	Insert a project title (no more than 10 words please)			
Project Description	Insert a description of the project. Historic details are not necessary only what you plan on doing.			
Project Location (include the entire site of work)	Street Address / Cross Roads	City / Town	Insert information here Insert information here	
	Longitude	Latitude	Insert information here Insert information here	
Estimated Total Project Cost	\$ Insert dollar value		Formula Funds Expected to be Utilized	\$ Insert dollar value
Proposed Start Date	Insert date MM/DD/YYYY		Proposed Completion Date	Insert date MM/DD/YYYY

PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS

These questions are intended to aid the Ministry of Agriculture, Food and Rural Affairs in meeting the Crown's duty to consult Aboriginal Communities. Aboriginal Communities include the Indian, Inuit and Métis peoples of Canada and any other group having Aboriginal or treaty rights under section 35 of the Constitution Act, 1982. It is important to note that consultations are an ongoing process. It is possible that Aboriginal Communities have brought or may bring forward new information in response to notifications that could affect Ontario's consultation obligations. It is important that Ontario be made aware of any new information so it can remain responsive throughout the consultation process. Please note that the Duty to Consult is relevant to all parts of the province whether a project is on reserve or municipal owned lands.

Environment & Geography	Does the municipality/LSB own the land, building(s) or works	Insert response here
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PART 2: DUTY TO CONSULT ASSESSMENT QUESTIONS		
	upon which the proposed project will be constructed or renovated?	
	<p>Is the proposed project land going to be disturbed, altered or affected through excavation, deforestation, etc.?</p> <p>Will the proposed project require in-water work? Will it affect a watercourse or watershed and, if so, to what extent?</p> <p>Will the proposed project affect birds / fowl or other animals and their habitat?</p>	<i>Insert response here</i>
Regulatory decisions, approvals, licenses, authorizations, agreements, etc. by the federal or provincial government, including conservation authorities, municipal by-laws or orders or other such instruments.	<p>List any regulatory decisions/approvals etc. made or anticipated in relation to the proposed project. Include the type of approval, e.g. Municipal Class EA – Schedule B or whatever is relevant.</p> <p>Have any Aboriginal Communities been engaged in the decision/approval etc. process to date? If yes, please list the Aboriginal Communities and set out the nature of the consultation.</p>	<i>Insert response here</i>
	<p>Is the municipality aware of any historical or archaeological finds, etc. in the vicinity of the proposed project site?</p> <p>Is the municipality aware of any recent claims or assertions by Aboriginal Communities in connection with the proposed project site?</p>	<i>Insert response here</i>
Known Assertions or Claims	<p>Has the municipality ever consulted Aboriginal Communities in the past about this or any of its infrastructure projects?</p> <p>Has any Aboriginal Community recently previously expressed a concern regarding other infrastructure projects the municipality has undertaken? If so, what was the concern and what was the outcome?</p>	<i>Insert response here</i>

SECTION B: ANNUAL PROJECT INFORMATION UPDATE

This section must be filled out when the above project is completed or annually at a minimum and submitted to the ministry no later than December 31st.

PART 1: PROJECT ACTIVITIES**1. What is the current status of the above project?**

☐ In Progress - Ahead of Schedule ☐ In Progress – On Schedule ☐ In Progress – Behind Schedule ☐ Completed ☐ Not Proceeding

2. Is there any variance between the project description noted above and the actual project completed or in progress?

☐ No ☐ Yes

If Yes, please describe:

3. As detailed in your asset management plan (AMP), what was the priority of the project using this funding?

☐ Over due to be completed?

☐ Due to be completed this year?

☐ Due to be completed in the next year?

☐ Due to be completed in the next 2-5 years?

☐ Due to be completed in the next 5+ years?

☐ Was not detailed in plan, Please specify: _____

4. Please indicate which of the following benefits you have experienced or anticipate for your municipality as a result of the project. Provide details where possible.

	At project completion	Anticipated (1-2 years out)	Details
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Highest priority items in Asset Management Plan addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other? Please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

PART 2: FINANCIAL UPDATE FOR THE CURRENT CALENDAR YEAR

Actual Total Project Costs	\$xxx
Actual Formula Funds Utilized on Eligible Project (from Section A)*	\$xxx
Closing Balance of Unspent Funds to Date	\$xxx

*This dollar value is the amount to be identified in your Annual Financial Report

NOTE: Supporting documentation for any financial figures in this report shall be provided to OMAFRA upon request and should be retained as per Section 11.7 of the Contribution Agreement.

PART 3: DUTY TO CONSULT DECLARATION

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

Declaration required for all Projects:

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

☐ Yes ☐ No

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

Notice about this project, as well as a full project description, was provided to identified Aboriginal communities making them aware of the opportunity to express comments and concerns with respect to the following:

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

☐ Yes ☐ No

The Province of Ontario was made aware of any issue(s) identified by any Aboriginal communities.

☐ Yes ☐ No

A copy of any correspondence/information between the Recipient and any Aboriginal communities was forwarded to the Province of Ontario.

☐ Yes ☐ No

PART 4: ATTESTATION

By inserting a name, title and date below, the Recipient warrants that:

1. The information provided herein and in any document attached is accurate and complete; and
2. It is in compliance with all of the terms and conditions of the Agreement.

Name	2T	Title	2T	Date	2T
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ANNUAL FINANCIAL REPORT

ONTARIO COMMUNITY INFRASTRUCTURE FUND - ANNUAL FINANCIAL REPORT



Recipient Name:	
Contact Name, Title:	
Email:	
Phone:	

FUNDS RECEIVED FROM OCIF FORMULA COMPONENT

(refer to Schedule "D" of your Agreement)

\$ -

ADDITIONS TO THE FUNDING AMOUNT:

Add: Any interest earned on the funds received:

\$ -

(As per section 4.3 of your Agreement, recipients are required to provide the amount, if any, of the interest earned on the funds provided. Recipients are responsible for the calculation of interest earned.)

Add: Any amount(s) received from another Recipient's OCIF Allocation:
(Provide name of Municipality/Local Services Board and amount received)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL RECEIVED FROM OTHER RECIPIENTS:		\$ -

TOTAL FUNDS REQUIRED TO BE USED FOR PERIOD:

\$ -

SUBTRACTIONS FROM THE FUNDED AMOUNT:Subtract: Any OCIF allocation amount(s) transferred to another Municipality/LSB:
(Provide name of Municipality/Local Services Board and amount transferred)

Name of Municipality / LSB

1.		\$ -
2.		\$ -
3.		\$ -
TOTAL TRANSFERRED TO OTHER RECIPIENTS:		\$ -

Subtract: Total formula funds utilized on eligible projects:

(Provide project name and total formula funds used for the project(s). Projects should match what was submitted in Section B - Part 2 Financial Update section of your required Project Report(s))

Project Name

1.		\$ -
2.		\$ -
3.		\$ -
4.		\$ -
5.		\$ -
TOTAL FUNDS USED ON ELIGIBLE PROJECTS:		\$ -

TOTAL FUNDS TRANSFERRED OR SPENT:

\$ -

CLOSING BALANCE OF FUNDS*:

\$ -

* As per section 3.5 of your Agreement, Ontario may adjust the amount provided in the following year by the amount of Funds not spent by December 31. If the balance of funds is greater than zero, you must ensure that you have provided an amount for interest earned above.

ATTESTATION BY TREASURER/CLERK/CHIEF ADMINISTRATIVE OFFICER

By inserting a name, title and date below, the Recipient warrants that:

- The information provided herein and in any document attached is accurate and complete;
- Any interest earned (as noted under Additions to the Funding Amount above) has been used for costs associated with eligible projects or has been remitted to the Ministry; and
- The Recipient is in compliance with all of the terms and conditions of the Agreement.

Name		Date	
Title			

SCHEDULE “C”
OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

PART C.1 – EFFECTIVE DATE OF AGREEMENT

C.1.1 *Effective Date Of Agreement.* This Agreement is effective as of the date that the Minister signs it.

PART C.2 – EXPIRATION DATE

C.2.1 *Expiration Date Of Agreement.* Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2018.

PART C.3 – INSURANCE REQUIREMENTS

C.3.1 *Insurance Requirements.* The Recipient shall have no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.

PART C.4 – SUBMISSION OF PROJECT REPORT

C.4.1 *Submission Of Project Report.* The Recipient shall submit its Project Report in accordance with the following:

The Recipient shall submit section “A” of the applicable Project Report to Ontario 45 Business Days prior to the start of any construction or no later than March 31st of each calendar year.

The Recipient shall submit section “B” of the applicable Project Report to Ontario no later than December 31st of each calendar year.

PART C.5 – SUBMISSION OF ANNUAL REPORT

C.5.1 *Submission Of Annual Report.* The Recipient shall submit the Annual Financial Report and Part “B” of the Project Report for all applicable Projects to Ontario by December 31st of the year in which the Funds were received.

PART C.6 – NOTICE AND CONTACT

C.6.1 Notice And Contact Information. Notices under this Agreement shall be sent to the following persons at the following addresses:

To Ontario: Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Joel Locklin, Manager Telephone: 519-826-3791 Fax: 519-826-3398 Email: OCIF@ontario.ca	To Recipient: The Corporation of the Town of Fort Frances 320 Portage Avenue, Fort Frances, Ontario P9A 3P9 Attention: Glenn W. Treftlin Telephone: (807) 274-5323 Email: gtreflin@fort-frances.com
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PART C.7 – ASSET RETENTION PERIOD

C,7.1 Recipient To Notify Ontario Before Disposal Of Assets Purchased With Funds Under Agreement. The Recipient shall notify OMAFRA in writing of any disposal of assets purchased by the Funds at least one hundred and eighty (180) Business Days in advance of the disposition. The Recipient shall not dispose of any assets purchased, constructed, rehabilitated or improved by the Funds without the prior written consent of Ontario.

C.7.2 Asset Retention Period. The Recipient shall retain any asset purchased, rehabilitated or built with Funds under this Agreement for a period of five (5) years from the date that the Project is completed.

SCHEDULE “D”
FINANCIAL INFORMATION FOR THE PROJECT

PART D.1 – PROVISION OF FUNDS

D.1.1 Funds Provided By Ontario. Subject to the terms and conditions of this Agreement, Ontario shall provide the Recipient with an amount up to the amount indicated in the table immediately below in Funds for Eligible Costs. Subject to sections 3.5 and 4.3 of this Agreement, the Recipient may also retain any interest earned upon those Funds

Funding Year	Annual Financial Assistance	Timeframe for Funds to be spent:
2015	\$ 165,606	January 1 - December 31, 2015
2016	\$ 165,606	January 1 - December 31, 2016
2017	\$ 165,606	January 1 - December 31, 2017

PART D.2 – PAYMENT OF FUNDS

D.2.1 Payment of Funds. Ontario shall pay, subject to the terms and conditions of the Agreement, to the Recipient the Funds in accordance with the following:

Annual Financial Assistance is equal to or under \$150,000.00

Funding Year	100% Payment Date Range
2015	January – March 2015
2016	January – March 2016
2017	January – March 2017

Annual Financial Assistance is over \$150,000.00

Funding Year	1 st Installment (25%)	2 nd Installment (50%)	3 rd Installment (25%)
2015	January – March 2015	April – June 2015	July to September 2015
2016	January – March 2016	April – June 2016	July to September 2016
2017	January – March 2017	April – June 2017	July to September 2017

SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

PART E.1 – ELIGIBLE COSTS

E.1.1 Eligible Costs. Subject to the terms and conditions of this Agreement and Part E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in Ontario’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to Ontario.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training and inspections);
- (c) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (d) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (e) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (f) The costs of developing and implementing innovative techniques for carrying out the Project;
- (g) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (h) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (i) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

PART E.2 – INELIGIBLE COSTS

E.2.1 *Ineligible Costs.* The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs not incurred in accordance with section 5.1(e) of the Agreement;
- (b) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (c) Financial charges, legal fees, other than those association with consultation with Aboriginal Groups (provided such legal fees are reasonable), loan and interest payments
- (d) The value of any goods and services which are received through donations or in kind;
- (e) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (f) Meal, hospitality or incidental costs or expenses of Consultants
- (g) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund; and
- (h) Costs of accommodation for any Aboriginal Group.

E.2.2 *Harmonized Sales Tax.* Any portion of the Harmonized Sales Tax that is refundable by the Canada Revenue Agency as an input tax credit or as a rebate shall be deemed to be an Ineligible Cost. Any portion of the Provincial Sales Tax that is refundable by the respective provincial tax authority shall be deemed to be an Ineligible Cost.

E.2.3 *Costs Of Non-Arm's Length Parties.* The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. Ontario may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

SCHEDULE “F” ABORIGINAL CONSULTATION REQUIREMENTS

PART F.1 – PURPOSE AND DEFINITIONS

F.1.1 Purpose. This Schedule sets out the responsibilities of Ontario and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from Ontario to the Recipient.

F.1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty Ontario may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

PART F.2 – RESPONSIBILITIES OF ONTARIO

F.2.1 Ontario’s Responsibilities. Ontario is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as Ontario may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

PART F.3 – RESPONSIBILITIES OF THE RECIPIENT

F.3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by Ontario, if such notice has not already been given by the Recipient or Ontario;
- (b) Immediately notifying Ontario of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;

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

Project and reporting to Ontario any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;

- (o) Consulting regularly with Ontario during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to Ontario the results of such discussions prior to implementing any applicable accommodation measures;
- (p) Complying with Ontario's direction to take any actions, including without limitation, suspension or termination of the Project, as Ontario may require; and
- (q) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from Ontario as Ontario may provide.

F.3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section 11.2 of the Agreement, Ontario, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

F.3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

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

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

PART F.4 – NO IMPLICIT ACKNOWLEDGEMENT

F.4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by Ontario or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection F.1.2 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

PART F.5 – GENERAL

F.5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of Ontario is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, Ontario, and provincial ministries, boards, agencies and other regulatory decision-makers.

PART F.6 – NOTICE AND CONTACT

F.6.1 Notices In Relation To Schedule. All notices to Ontario pertaining to this Schedule shall be in writing and shall be given sent to the person identified under Part 6.4 of Schedule C.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

This Communications Protocol (Protocol) outlines the respective responsibilities and the working relationship between the Parties to this Agreement as they relate to all communications by the Parties regarding funding received in relation to the Project.

PURPOSE

This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- Project signage
- Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- Printed materials
- Websites
- Photo compilations
- Award programs
- Awareness campaigns

PROJECT SIGNAGE

If the Recipient installs a sign at the site of a Project, the Recipient shall, at Ontario's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by Ontario.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by Ontario prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

MEDIA EVENTS

The Recipient or Ontario may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by Ontario and recognize the funding provided by Ontario.

Media events and announcements include but are not limited to:

- News conferences
- Public announcements
- Official events or ceremonies
- News releases

PRINTED MATERIALS, WEBSITES, PHOTO COMPILATIONS, AWARD PROGRAMS, AWARENESS CAMPAIGNS

The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient shall provide the opportunity for Ontario to participate and shall recognize the funding provided by Ontario.

ISSUES MANAGEMENT

The Recipient shall share information promptly with Ontario should significant emerging media, Project or stakeholder issues relating to a Project arise. Ontario will advise Recipients, when appropriate, about media inquiries concerning the Project.

COMMUNICATING SUCCESS STORIES

The Recipient agrees to communicate with Ontario for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that Ontario may publicize information about the Project. Ontario agrees it will use reasonable efforts to consult with the Recipient about Ontario's publication about the Project prior to making it.

DISCLAIMER

If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, 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 Ontario's views.

TOWN OF FORT FRANCESBY-LAW NO. XX/14

(Being a by-law to appoint an auditor for the Town –the *Municipal Act, 2001*, S.O. 2001, c.25, Section 296.)

WHEREAS on December 15, 2014, Council received a recommendation from the Administration and Finance Executive Committee on the appointment of auditors for the Town of Fort Frances for the fiscal years commencing January 1, 2013, January 1, 2014, January 1, 2015, January 1, 2016 and January 1, 2017;

AND WHEREAS auditor appointments are to be by by-law.

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

1. THAT BDO Canada LLP be appointed municipal auditors for the Corporation of the Town of Fort Frances for a five-year term commencing January 1, 2013 through December 31, 2017.

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 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCESBY-LAW No. XX/14

(Being a by-law to approve an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for financing under the Dedicated Gas Tax Funds for Public Transportation Program – the Municipal Act, 2001, S.O. 2001, c.25, s. 8 and s. 11.)

WHEREAS on December 15, 2014, Council gave approval for the Mayor and Treasurer to execute a letter of agreement with the Ministry of Transportation (Ontario) with respect to a contribution under the Dedicated Gas Tax Funds for Public Transportation Program.

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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation (Ontario) be approved for the Mayor and Treasurer 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 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

Ministry of
Transportation

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

Ministère des
Transports

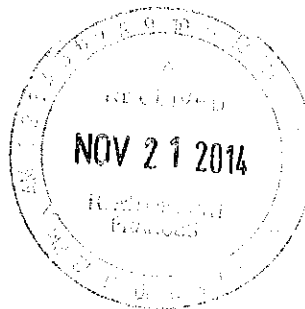
Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



November 13, 2014

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



Dear Mayor Avis:

As you know, our government is committed to working with municipalities to reduce congestion, improve the environment, and support economic growth. Overall, since 2003, we have invested more than \$19.3 billion in public transit in Ontario. These investments are paying off – in 2013, public transit ridership in Ontario increased by more than 204 million passenger trips, compared to 2003.

We remain committed to providing a long-term, stable and predictable transit funding source for Ontario municipalities by providing two cents per litre of provincial gas tax to improve and expand transit. Ontario moved forward with our commitment to make gas tax funding permanent with the passage of the *Dedicated Funding for Public Transportation Act, 2013*.

Since 2004, we have committed \$3.1 billion for municipal transit through the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), including \$321.5 million for this, the eleventh year of the program.

The Town of Fort Frances will be eligible to receive an allocation of \$65,058 for this program year.

Enclosed are four copies of a Letter of Agreement and the 2014/2015 Program Guidelines and Requirements. Please return two copies of the signed Letter of Agreement and the required supporting by-law by January 30, 2015, and the 2014 Reporting Forms by February 27, 2015 to:

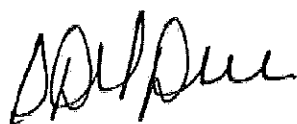
Division Services and Program Management Office
Ministry of Transportation
27th Floor, Suite #2702
777 Bay Street
Toronto, Ontario
M7A 2J8

.../2

-2-

If you have any questions regarding the Dedicated Gas Tax Funds for Public Transportation Program, please contact Vinay Sharda, Director, Transit Policy Branch, at (416) 585-7347.

Sincerely,

A handwritten signature in black ink, appearing to read 'SD Duca', written in a cursive style.

Steven Del Duca
Minister

Encl.

c: Sarah Campbell, MPP, Kenora-Rainy River

**Ministry of
Transportation**

Office of the Minister

Ferguson Block, 3rd Floor
77 Wellesley St. West
Toronto, Ontario
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca

**Ministère des
Transports**

Bureau du ministre

Édifice Ferguson, 3^e étage
77, rue Wellesley ouest
Toronto (Ontario)
M7A 1Z8
(416) 327-9200
www.mto.gov.on.ca



November 13, 2014

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

Dear Mayor Avis:

RE: Letter of Agreement between Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (the "Ministry") and the Town of Fort Frances (the "Municipality") Related to Funding Provided by the Province of Ontario (the "Province") to the Municipality under the Dedicated Gas Tax Funds for Public Transportation Program (this "Letter of Agreement")

This Letter of Agreement sets out the terms and conditions for the use of dedicated gas tax funds by municipalities for public transportation.

As the Province desires to increase public transportation ridership to support the development of strong communities, the Ministry maintains a Dedicated Gas Tax Funds for Public Transportation Program (the "Program"), under which two cents of the existing provincial gas tax will be provided to municipalities for public transportation expenditures.

Following the passage of the *Dedicated Funding for Public Transportation Act, 2013* (the "DFPTA"), a portion of the tax that is paid to Ontario under the *Gasoline Tax Act* in each fiscal year is dedicated to the provision of grants, including those pursuant to the Program, to municipalities for public transportation. As a consequence, the Ministry has aligned the Program with the provincial fiscal year. For 2014/15, the Program will run from April 1, 2014 to March 31, 2015.

Any funding to the Municipality by the Ministry will be provided in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2014/2015 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which have been reviewed and are understood by the Municipality and are hereby incorporated by reference, the Ministry and the Municipality covenant and agree as follows:

.../2

1. To support increased public transportation ridership in the Municipality, and in recognition of the Municipality's need for predictable and sustainable funding to support investments in the renewal and expansion of public transportation systems, the Ministry agrees to provide funding to the Municipality under the Program in an amount up to \$65,058 in accordance with, and subject to, the terms set out in this Letter of Agreement and the guidelines and requirements, with \$48,794 payable on receipt of this signed Letter of Agreement and related authorizing municipal by-law, and any remaining payment(s) payable thereafter.
2. Despite Section 1, the Municipality understands and agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to adjustment to reflect final gas tax receipts and any other adjustments as set out in the guidelines and requirements.
3. If the Municipality receives dedicated gas tax funds on behalf of any other municipality, and the other municipality has agreed to the Municipality collecting the dedicated gas tax funds on its behalf, the Municipality shall provide, upon request and in compliance with the requirements set out in the guidelines and requirements, any applicable municipal by-law and legal agreement between the Municipality and the other municipality providing for such arrangement to the Ministry prior to the payment of any dedicated gas tax funds by the Ministry under this Letter of Agreement.
4. The Municipality shall deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
5. The Municipality shall adhere to the reporting and accountability measures set out in the guidelines and requirements, and shall provide all requested documents to the Ministry.
6. The Municipality understands and agrees that the funding provided under this Letter of Agreement represents the full extent of the Ministry's and Province's financial contribution under the Program, and that no additional funds will be provided by either the Ministry or the Province for such purposes to the Municipality for the 2014/2015 Program year.
7. The Ministry may terminate this Letter of Agreement at any time, without cause, upon giving at least sixty (60) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement without cause, it may cancel all further dedicated gas tax funds payments. Where the Ministry has terminated this Letter of Agreement under this Section, the Ministry may, after determining the Municipality's reasonable costs to terminate any binding agreement for any eligible public transportation service acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, provide the Municipality with additional funding to offset, in whole or in part, such costs. The additional funding may be provided only if there is an appropriation for this purpose and in no event shall the additional funding result in the total funding under this Letter of Agreement exceeding the amount specified under Section 1.
8. Any provisions, including those in the guidelines and requirements, which by their nature are intended to survive the termination or expiration of this Letter of Agreement, shall survive its termination or expiration.

.../3

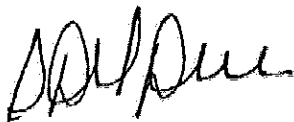
9. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
10. The Municipality agrees that it will not assign any of its rights or obligations under this Letter of Agreement.
11. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.
12. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please secure the required signatures for the four enclosed copies of this Letter of Agreement and return two fully signed copies to:

Ministry of Transportation
 Division Services and Program Management Office
 27th Floor, Suite #2702
 777 Bay Street,
 Toronto, Ontario
 M7A 2J8

Once the Ministry has received the signed copies of this Letter of Agreement and a copy of the authorizing municipal by-law, the Ministry will make arrangements for the payment of the dedicated gas tax funds to the Municipality.

Yours sincerely,



Steven Del Duca
 Minister of Transportation

I have read and understand the terms of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms.

Town of Fort Frances

Per: _____
 Mayor

Date: _____

Per: _____
 Chief Financial Officer/Treasurer

Date: _____

TOWN OF FORT FRANCESBY-LAW NO. XX/14

(Being a by-law to authorize the entering into of certain contracts with respect to the provision of janitorial services - *Municipal Act*, 2001, S.O. 2001, c.25.)

WHEREAS on December 15, 2014, Council approved a report with respect to tender 14-PD-13 for janitorial services at the Public Works offices, Children's Complex, Civic Centre/OPP offices, Museum and at the Library;

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

1. That the janitorial service contracts in the form attached hereto as schedules to this by-law be approved as follows:-
 - a) With S & A Cleaners, for janitorial services at the Library Technology Centre commencing January 1st, 2014, being Schedule "A" to this by-law;
 - b) With Nicolson Janitorial Services, for janitorial services at the Civic Centre Building including Town Administration offices, Fort Frances Power Corporation offices, and O.P.P. offices commencing January 1st, 2014, being Schedule "B" to this by-law;
 - c) With Nicolson's Janitorial Services, for janitorial services at the Fort Frances Museum, commencing January 1st, 2014, being Schedule "C" to this by-law;
 - d) With Marianne Hellesoe for janitorial services at the Public Works Building commencing January 1st, 2014, being Schedule "D" to this by-law;
 - e) With Tom Piotrowski for janitorial services at Fort Frances Children's Complex commencing January 1st, 2014, being Schedule "E" to this by-law;
2. That the Mayor and Clerk are hereby authorized to sign and affix the corporate seal to said agreements in token of this approval.

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 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCESBY-LAW NO. XX/14

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

WHEREAS on November 24th and December 8th, 2014, Council approved increases to certain user fees to be in effect January 1, 2015 and directed that this by-law be prepared to adopt the schedule of 2015 fees.

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

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

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

READ THREE TIMES and finally passed in open Council this 15th day of December 2014.

R. Avis, Mayor

E. Slomke, Clerk

**TOWN OF FORT FRANCES
BY-LAW NO. __/14
2015 SCHEDULE OF FEES**

<u>Index</u>	<u>Page</u>
 Schedule "A"	
 Administration and Finance Division	
Licences	
Annual Fees	1
Business	1
Lottery	2
Other Charges	2
Tax Sale - Administrative Charges	3
 Planning and Development Division	
Administration Fees	4
Animal Control	4
Application for Deferral of Revocation	4
Building/Demolition Permits	3
Change of Use	4
Church Loading Zone - Annual Fee	5
Loading Zone - Annual Fee	5
Metered On-Street Parking	5
Moving Permit Fees	4
Planning Fees	5
Plumbing Inspection	4
Portage Avenue Municipal Parking Lot	4
Private Parking Spaces (Rented)	4
Refund of Fees	4
Sign Permit Fee	4
Swimming Pool Permit Fee	4
Transfer of Permit Fee	4
 Community Services Division	
Arena Floors (no Ice)	8
Auditorium	8
Ball Diamonds / Soccer Fields	9
Day Care and Private Home Day Care	5
East End Hall	8
Emergency Services	Schedule "B"

<u>Index</u>	<u>Page</u>
Fort Frances Public Library	11
Memorial Arena	6
MSC Conference Meeting Rooms	8
Museum and Cultural Centre	11
Other Courses & Services	9
Pool Rentals	7
Pool/Fitness Centre	6
Sorting Gap Marina	9
Summer Youth Programs	9
Sunny Cove Camp	12
Swimming Lessons	8
Townshend Theatre	10
 Operations and Facilities Division	
Airport	13
Cemeteries	Schedule "E"
Parks	15
Private Work	12
Stores, Backyard Composters	13
 Landfill Tipping Fees	 Schedule "C"
 Sewer & Water	 Schedule "D"

TOWN OF FORT FRANCES
SCHEDULE OF FEES
SCHEDULE "A"

	Resident	Non-Resident
1.0 Administration and Finance Division		
Effective January 1, 2015 (Plus Applicable Taxes)		
1.1 Licenses - Annual Fees (unless otherwise noted)		
1.1.1 Public Halls		
1.1.1.1 Public Halls - Limited	37.90	
1.1.1.2 Public Halls - Transfer of License - One Time Fee	19.00	
1.1.2 Taxi Driver	31.15	
1.1.3 Taxi/Chauffeur Operator's I.D. Card (New or Replacement)	14.15	
1.1.4 Taxi Owner's License		
1.1.4.1 For Each On-Street Taxi-Cab	385.00	
1.1.4.2 For Each Off-Street Taxi-Cab	143.40	
1.1.4.3 For Each Transfer of License - One Time	60.10	
1.1.5 Chauffeur's License (Limousine Driver)	31.15	
1.1.6 Limousine Owner's License		
1.1.6.1 For Each Vehicle	120.15	
1.1.8 Business Licenses		
1.1.8.1 Adult Live Entertainment Parlours	431.15	
1.1.8.2 Auctioneer	43.80	155.45
1.1.8.3 Billiard Hall or Pool Tables (each Table)	43.80	
1.1.8.4 Bowling Alley (each Lane)	43.80	
1.1.8.5 Community Events	185.00	
1.1.8.6 Eating Establishments		
1.1.8.6.1 Restaurants	43.80	
1.1.8.6.2 Food Shops	43.80	
1.1.8.6.3 Groceries	43.80	
1.1.8.6.4 Bakery	43.80	
1.1.8.6.5 Meat Vendor	43.80	
1.1.8.6.6 Deli	43.80	
1.1.8.7 Hairstyling Shops	43.80	
1.1.8.8 Local Retailers (Retail Sales)	43.80	
1.1.8.9 Hawker & Peddler		
1.1.8.9.1 Hawker & Peddler Class 1 (day sales)	161.30	
1.1.8.9.2 Hawker & Peddler Class 1 - Each Additional Day	73.50	
1.1.8.9.3 Hawker & Peddler Class 2 (seasonal sales)	43.80	155.45
1.1.8.9.4 Hawker & Peddler Class 3 (door to door sales)	55.70	155.45
1.1.8.9.5 Hawker & Peddler Class 4 (door to door sales person)	55.70	155.45
1.1.8.9.6 Hawker & Peddler Class 5 (antique/collectible)	43.80	155.45
1.1.8.9.7 Hawker & Peddler Class 6 (craft shows)	43.80	155.45
1.1.8.9.8 Hawker & Peddler Class 7 (trade shows)	161.30	
1.1.8.9.9 Hawker & Peddler Class 7 - Each Additional Day	73.50	
1.1.8.9.10 Hawker & Peddler Class 8 (flea markets)	43.80	155.45
1.1.8.9.11 Hawker & Peddler Class 9 (general not including above)	43.80	155.45
1.1.8.10 Motor Vehicle Towing	43.80	155.45
1.1.8.11 Photographer	43.80	155.45

	Resident	Non-Resident
1.1.8.12 Places of Amusement	43.80	
1.1.8.13 Plumbing Contractors & Plumbers	43.80	431.85
1.1.8.14 Public Garage (automotive rental, sales, & service)		
1.1.8.14.1 Motor Vehicle Service Station	43.80	
1.1.8.14.2 Public Garage (see classes 1 - 7)	43.80	
1.1.8.15 Refreshment Vehicles	55.70	155.45
1.1.8.16 Mobile Food Vending	185.00	
1.1.8.17 Second Hand Dealers or Salvage Yard Operators	43.80	155.45
1.1.8.18 Tattoo Parlour, Body Piercing, Electrolysis	43.80	155.45
1.1.8.19 Laundries and Laundromats	43.80	
1.1.8.20 Newspapers and Magazines	161.30	
1.1.8.21 Old Gold and Silver Dealers	43.80	
1.1.8.22 Trades and Occupations	43.80	431.85
1.1.8.23 Salvage Yard or Second Hand Shop or Store Premises	43.80	
1.1.8.24 Pawnbroker	43.80	
1.1.8.25 Wholesale Fruit, Vegetables, etc.		
1.1.8.25.1 Ontario Residents	43.80	173.15
1.1.8.26 Professions	43.80	155.45
1.1.8.27 Transient Traders		614.85
1.1.8.28 Transportation including bussing but excluding taxis	43.80	155.45
1.1.8.29 Hotel/Motel	43.80	
1.1.8.30 Business Licence Transfer Fee	25.00	

1.2 Lottery Licenses - For Each License Issued

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

1.3 Other Charges

1.3.1 Tax Certificate - Each One	60.15	
1.3.2 Duplicated Receipts - Each One	6.25	
1.3.3 History of Account Transactions	Actual Costs	
1.3.4 Dishonoured Cheques - Each	31.00	
1.3.5 Photocopies		
1.3.5.1 Letter and Legal Size	0.55	
1.3.5.2 11" x 17"	1.00	
1.3.5.3 Certified as True Copy (per signature)	5.65	
1.3.6 Fax - Send/Receive		
1.3.6.1 First Page	2.30	
1.3.6.2 Each Additional	1.00	
1.3.7 Commissioning Oaths & Affidavits		
1.3.7.1 Completed Documents - One Signature	11.45	17.35
1.3.7.2 Per Signature/Initial where more than one signature is requested	5.70	8.60
1.3.8 Utility Bill Inserts	.06/item	

		Resident	Non-Resident
1.3.9	Vital Statistics Administration Fee		
1.3.9.1	Still Birth Registration	31.85	
1.3.9.2	Death Registration	31.85	
1.3.10	Marriage Licence/Ceremony		
1.3.10.1	Marriage Licence	139.80	139.80
1.3.10.2	Civil Marriage Ceremony	323.45	404.25
1.3.10.3	Civil Marriage Ceremony (After Office Hours at Civic Centre)	377.30	471.65
1.3.10.4	Civil Marriage Ceremony (Weekends other than at Civic Centre)	377.30	471.65
1.3.10.5	Marriage Ceremony Outside of Town * See Below	528.25	528.25
1.3.10.6	Attendance at Wedding Rehearsal * See Below	52.30	65.45
1.3.10.7	Renewal of Wedding Vows * See Below	Same fee as marriage services above less \$50.00	
	*Plus, where applicable, travel time and distance charges on a return basis as per Town Travel Policy		
1.3.11	Application for Closure of		
1.3.11.1	Road or Lane - Deposit	603.75	
1.3.11.2	On Completion of Closure	Actual Costs less Deposit	
1.3.11.3	Sale of Lane or Roadway Closed	1.00/sq. ft. or as directed by council otherwise	
1.3.12	Utility Arrears Letter	31.90	
1.3.13	Committee Room Rental (External Groups)	53.90	
1.4	Tax Sale - Administrative Charges		
1.4.1	File Preparation, Searches, to completion tax arrears certificate	240.75	
1.4.2	Preparation & Registration of Tax Arrears Certificate	240.75	
1.4.3	Regulatory Sub-Searches	120.35	
1.4.4	Processing of First Notice	183.15	
1.4.5	Processing of Treasurer's Statutory Declaration re: 1st Notice	120.35	
1.4.6	Registration of Statutory Declaration	120.35	
1.4.7	Processing of Cancellation Certificate	120.35	
1.4.8	Registration of Cancellation Certificate	120.35	
1.4.9	Processing of Extension Agreement	240.75	
1.4.10	Processing Final Notice	183.15	
1.4.11	Processing Treasurer's Statutory Declaration re: Final Notice	120.35	
1.4.12	Sale process	240.75	
1.4.13	Legal Fees as they apply to any process	actual	
1.4.14	Mailing Costs as they apply to any process	actual	
2.0	Planning & Development (Plus applicable taxes) Effective January 1, 2015		
2.1	Building/Demolition Permits		
2.1.1.1	Garages, Accessory Use Buildings, Covered Decks	0.41/sq.ft.	
2.1.1.2	Uncovered Decks, Sheds, Temporary Structures	0.26/sq.ft.	
2.1.1.3	Residential Constructions (Single Detached Dwellings, Attached Garages, Factory Built Structures)		
2.1.1.3.1	Main Floor	0.82/sq.ft.	
2.1.1.3.2	Basement	0.66/sq.ft.	
2.1.1.3.3	Each Additional Floor	0.41/sq.ft.	
2.1.2	All Other Construction Nor Conforming to the Above Fee Schedule		
2.1.2.1	1st \$1,000 of Value	56.00	
2.1.2.2	Each Additional \$1,000 of Value or Part Thereof	11.20	
2.1.2.3	Progress Reports	89.50	

		Resident	Non-Resident
2.1.2.4	Conditional Permit	237.05	
2.1.2.5	Re-Inspection Fee	89.50	
2.1.2.6	Special Call Out Services	Applicable Rates (Time & OH)	
2.2	Plumbing Inspection Fee		
2.2.1	Per Fixture	11.20	
2.3	Change of Use	59.30	
2.4	Residential Demolition	56.00	
2.5	Administration Fee		
2.5.1	Construction/Demolition Commenced Prior to Issuance of Building Permit	118.55 Greater of \$118.55 or 10% of Building or Demolition Permit Fee	
2.6	Transfer of Permit Fee	59.30	
2.7	Application for Deferral of Revocation	59.30	
2.8	Refund of Fees		
2.8.1	Permit Issued but Construction Not Commenced	50%	
2.8.2	Reduction of Refund for Each Field Inspection Performed After Issuance of Permit	5%	
2.9	Moving Permit Fees		
2.9.1	Single Trip	89.50	
2.9.2	Single Short Term Job	118.65	
2.9.3	Single Job - 6 Months	237.20	
2.9.4	Annual Permit	474.35	
2.10	Sign Permit Fee		
2.10.1	Permanent Sign Fee	59.30	
2.10.2	Mobile Sign - 30 Day Permit	10.75	
2.10.3	Mobile Sign - 90 Day Permit	26.95	
2.10.4	Mobile Sign - 180 Day Permit	53.85	
2.11	Swimming Pool Permit Fee	59.30	
2.12	Animal Control		
2.12.1	2.12.1.1 Dog License - Spayed/Neutered	24.00	
	2.12.1.2 Dog License - Unspayed/Non-Neutered	34.85	
	2.12.1.3 Replacement for Lost Tag	17.50	
2.12.2	Impound Fee	75.25	
2.13	Private Parking Spaces (Rented)		
2.13.1	Annual Fee Each	370.70	
2.14	Portage Avenue Municipal Parking Lot		
2.14.1	Rental of Reserved Parking Space 1st One Per Month	36.90	

	Resident	Non-Resident
2.14.1.1 Each Per Year	368.90	
2.14.2 Unreserved Parking Spaces - Daily	2.00	
2.15 Metered On-Street Parking	1.00 Hour	
2.16 Loading Zone - Annual Fee Each	370.70	
2.17 Church Loading Zone - Annual Fee Each	69.70	
2.18 Planning Fees		
2.18.1 Official Plan Amendment (Delegation of OPA approval January 1, 2015)	3,000.00	
2.18.2 Zoning By-Law Amendment	1,778.20	
2.18.3 Removal of "H" Symbol	1,185.50	
2.18.4 Temporary Use By-Law	1,185.50	
2.18.4.1 Extension to Temporary Use By-Law	355.70	
2.18.5 Application for Subdivision/Condominium	2,963.70	
2.18.5.1 Amendment to Subdivision/Condominium	592.70	
2.18.6 Consent (i.e. new lot, easement, lot addition, etc.)	534.70	
2.18.6.1 Successive Applications (related property)	268.40	
2.18.6.2 Additional Fee if easement, ROW included	268.40	
2.18.7 Minor Variance / Special Permission	296.35	
2.18.8 Acknowledgement, Undertaking & Indemnification	58.70	
2.18.9 Site Plan Agreement	950.60	
2.18.9.1 Amendment to Site Plan Agreement	296.35	
2.18.10 Request for Property Information	59.30	
2.18.11 Encroachment Agreement or other land use agreement not listed elsewhere	355.65	
2.18.12 Validation of Title / Power of Sale	296.35	
2.18.13 GIS. maps (each)	12.40	
2.18.14 Reschedule Public Meeting (at applicant's request) all planning applications	296.35	
2.18.15 Deeming By-Law (applies to second and successive lot)	59.30	
2.18.16 Land Titles, Ontario Municipal Board, Solicitor or Planner's Fees if applicable, excessive staff time	Cost Recovery Basis	
2.18.17 Pre-consultation fee pertaining to 2.18.1, 2.18.2, 2.18.3, 2.18.4, 2.18.5 "applied to applicable fee as noted upon receipt of completed application"	10% of applicable fee	
2.18.18 Assign Property Address	59.30	
3.0 Community Services - Plus Applicable Taxes		
3.1 Day Care and Private Home Day Care		
3.1.1 Child Care Rates - Residents (Effective June 1, 2015)	<u>1st Child</u>	<u>2nd Child</u>
3.1.1.1 Full Day (4 or more hours)	41.50	24.85
3.1.1.2 Half Day (no lunch - > 2 hrs < 4 hrs)	24.85	21.65
3.1.1.3 Half Day (with lunch - > 2 hrs < 4 hrs)	28.20	24.60
3.1.1.4 Lunch (lunch and lunch care supervision)	10.75	9.35
3.1.1.5 Hourly (2 hrs or less) Excludes school Age Children	6.75	4.00
3.1.1.6 Before School	7.65	7.65
3.1.1.7 After School	13.75	13.75
3.1.1.8 Before & After School	21.35	21.35

		Resident	Non-Resident
3.1.1.9	Before & After School & Lunch	28.25	24.85
3.1.1.10	Full Day - Holidays - SA Program	38.25	24.85

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

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

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

3.2 Fort Frances Memorial Arena

3.2.1 Rink Board/In-ice Advertising Rates

	<u>Annual</u>
3.2.1.1 One Rink	393.48
3.2.1.2 Both Rinks	662.98
3.2.1.3 In-Ice Advertising	1,000.00
3.2.1.3 Zamboni	1,099.58

3.2.2 Ice Surface Rentals

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

3.2.2.1 Youth	June 1, 2015	95.06	118.82
3.2.2.2 Adult	June 1, 2015	142.71	178.38

*Non-Resident rate for hockey and figure skating programs 34.54

Ice Surface Rentals

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

3.2.2.3 Youth	June 1, 2015	74.55	93.19
3.2.2.4 Adult	June 1, 2015	114.22	142.79

3.2.3 Summer Ice

3.2.3.1 Youth	June 1, 2015	114.22	142.79
3.2.3.2 Adult	June 1, 2015	170.93	213.66

3.2.4 Tournament

3.2.4.1 Youth	June 1, 2015	112.95	141.19
3.2.4.2 Adult	June 1, 2015	154.70	193.38

3.3 Pool/Fitness Centre - Memberships - Effective June 1, 2015

3.3.1 Adult

	<u>Resident</u>	<u>Non-Resident</u>
3.3.1.1 Annual	474.74	593.42
3.3.1.2 Six Months	308.60	385.75
3.3.1.3 Three Months	167.21	209.01
3.3.1.4 One Month	72.43	90.53
3.3.1.5 Daily	6.92	8.65

3.3.2 Student

3.3.2.1 Annual	235.90	294.87
3.3.2.2 Six Months	159.48	199.35
3.3.2.3 Three Months	85.47	106.84
3.3.2.4 One Month	50.05	62.57
3.3.2.5 Daily	5.32	6.66

3.3.3 Child

3.3.3.1 Annual	74.95	93.65
3.3.3.0 Daily	3.90	4.90

3.3.4 Family - Annual

3.3.4.1 Adult	474.74	593.42
3.3.4.2 Spouse	395.66	494.57

		Resident	Non-Resident
3.3.4.3	Student	203.43	254.27
3.3.4.4	Child	63.20	79.00
3.3.5	Senior		
3.3.5.1	Annual	403.53	504.40
3.3.5.2	Six Month	262.31	327.88
3.3.5.3	Three Month	142.13	177.66
3.3.5.4	One Month	61.55	76.94
3.3.5.5	Daily	5.88	7.36
3.3.6	Locker Fees		
3.3.6.1	Locker - 6 Months	42.61	53.26
3.3.6.2	Locker - Annual	63.91	79.88
3.3.7	Corporate Memberships		
	<u>Organizations with less than 10 Employees</u>	<u>% Discount</u>	<u>Amount</u>
3.3.7.1	3 Employees - Annual	15%	403.53
3.3.7.2	3 Employees - 6 Month	15%	262.31
3.3.7.3	4 Employees - Annual	16%	398.78
3.3.7.4	4 Employees - 6 Month	16%	259.22
3.3.7.5	5 Employees - Annual	17%	394.03
3.3.7.6	5 Employees - 6 Month	17%	256.14
3.3.7.7	6 Employees - Annual	18%	389.29
3.3.7.8	6 Employees - 6 month	18%	253.05
3.3.7.9	7 Employees - Annual	19%	384.54
3.3.7.10	7 Employees - 6 month	19%	249.97
3.3.7.11	8 Employees - Annual	20%	379.79
3.3.7.12	8 Employees - 6 month	20%	246.88
	<u>Organizations with more than 10 Employees</u>		
3.3.7.13	5 Employees - Annual	15%	403.53
3.3.7.14	5 Employees - 6 Month	15%	262.31
3.3.7.15	6 Employees - Annual	16%	398.78
3.3.7.16	6 Employees - 6 month	16%	259.22
3.3.7.17	7 Employees - Annual	17%	394.03
3.3.7.18	7 Employees - 6 month	17%	256.14
3.3.7.19	8 Employees - Annual	18%	389.29
3.3.7.20	8 Employees - 6 month	18%	253.05
3.3.7.21	9 Employees - Annual	19%	384.54
3.3.7.22	9 Employees - 6 month	19%	249.97
3.3.7.23	10 Employees - Annual	20%	379.79
3.3.7.24	10 Employees - 6 month	20%	246.88
3.3.8	Pre-authorized Payment Fee	<u>Resident</u>	<u>Non-Resident</u>
3.3.7.1	Monthly Pre-authorized Payment Fee	1.00	1.00
3.4	Pool Rental Rates - Effective June 1, 2015	<u>Resident</u>	<u>Non-Resident</u>
3.4.1	MEC (Per Hour)	95.32	
3.4.2	3.4.2.1 Swim Club - contracted	69.23	
	3.4.2.2 Additional Hours	80.93	
3.4.3	One Lane	25.56	
3.4.4	Lifeguard	19.17	
3.4.5	3.4.5.1 One Guard Pool Rental	95.32	119.15

		Resident	Non-Resident
3.4.5.2	Two Guard Pool Rental	114.22	142.79
3.4.5.3	Three Guard Pool Rental	133.39	166.74
3.4.5.4	Four Guard Pool Rental	152.30	190.38
3.4.5.5	Five Guard Pool Rental	173.07	216.33
3.4.5.6	One Instructor	96.40	
3.5	Swimming Lesson Rates - June 1, 2015	<u>Resident</u>	<u>Non-Resident</u>
3.5.1	Red Cross Lessons (9)	69.34	86.68
3.5.2	Private Lessons per time	19.01	23.76
3.5.3	Lifesaving	76.32	95.40
3.5.4	Combo Class	78.83	98.54
3.5.5	Bronze Star	80.93	101.17
3.5.6	Bronze Medallion & Emergency First Aid Book	118.75	148.44
3.5.7	Bronze Cross & Standard First Aid	83.34	104.18
3.5.8	National Life Services	Market price	plus 25%
3.5.9	Board of Education - 10 Lessons	45.00	56.26
3.5.10	Aquafit & Aerobics (Per Class)	5.32	6.66
3.5.11	Senior Aquafit & Aerobics	4.53	5.66
3.6	Auditorium - June 1, 2015		
3.6.1	Base Rate/event	189.84	237.29
3.6.2	Hourly	42.07	52.58
3.6.3	Social/Wedding (incl. Kitchen)	415.89	519.85
3.6.4	Tournament Rate	297.41	371.76
3.6.5	Contracted (72% of Base Rate)	30.29	
3.6.6	Kitchen Rate per Hour	42.07	
3.7	East End Hall - June 1, 2015		
3.7.1	Base Rate	89.47	111.83
3.7.2	Socials/Weddings	195.70	244.62
3.8	MSC Conference Meeting Rooms - June 1, 2015		
3.8.1	Meeting	18.11	22.63
3.8.2	Daily Rate (Tournament/Special Event)	60.17	75.22
3.9	Arena Floors (no Ice) - June 1, 2015	<u>Resident</u>	<u>Non-Resident</u>
3.9.1	Ice for Kids (600 people)	593.21	741.52
3.9.2	Ice for Kids (600 people) with Liquor License	782.00	977.49
3.9.3	Ice for Kids (up to 1200 people)	735.66	919.57
3.9.4	Ice for Kids (up to 1200 people) with Liquor License	925.50	1,156.89
3.9.5	52 Canadians (up to 600 people)	533.58	666.97
3.9.6	52 Canadians (up to 600 people) with Liquor License	699.44	874.31
3.9.7	52 Canadians (up to 1200 people)	661.12	826.40
3.9.8	52 Canadians (up to 1200 people) with Liquor License	827.25	1,034.06
3.9.9	Both Floors (up to 1800 people)	963.84	1,204.81
3.9.10	Both Floors (up to 1800 people) with Liquor License	1,284.95	1,606.18
3.9.11	Both Floors (Maximum Capacity)	1,091.64	1,364.56
3.9.12	Both Floors (Maximum Capacity) with Liquor License	1,412.49	1,765.61

	Resident	Non-Resident
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3.10 Ball Diamonds / Soccer Fields - April 1, 2015

	<u>Resident</u>	<u>Non-Resident</u>
3.10.1 Youth Soccer/ Baseball - Half field - Per Team	131.26	164.07
3.10.2 Youth Soccer - Full Field - Per Team	189.84	237.29
3.10.3 Adult Soccer - Per Team	308.60	385.75
3.10.4 Adult Slow Pitch - Per Team	355.99	444.99
3.10.5 Tournament - Youth - Per Team	36.22	45.27
3.10.6 Tournament - Adult - Per Team	47.67	59.58
3.10.7 Fastball	308.60	

Non Resident Fee for Soccer/Baseball

17.25

3.11 Other Courses and Services - June 1, 2015

	<u>Resident</u>	<u>Non-Resident</u>
3.12.1 Babysitting Course	48.65	60.80
3.12.2 First Aid Course - 8 hour	93.73	117.16
3.12.3 First Aid Course - 13 hour	104.11	130.14
3.12.4 Manual	34.07	42.60
3.12.5 P.A. Day	35.00	43.75
3.12.6 P.A. Day Extra Child	30.80	38.50
3.12.7 Membership Cards Town	10.00	
3.12.8 Recreator Ads - Users	150.00	
3.12.9 Recreator Ads - Non Users	180.00	
3.12.10 Non-resident Fee Winter Programs		33.65

3.12 Sorting Gap Marina - May 1, 2015

	<u>Resident</u>	<u>Non-Resident</u>
3.12.1 Sorting Gap - Slip Rental - Per Season	388.60	487.04
3.12.2 River Front - Slip Rental - Per Season	295.33	369.94
3.12.3 Daily (overnight)	9.58	12.02
3.12.4 Weekly	47.41	59.32
3.12.5 Launch Fees: Daily	7.51	9.33
3.12.6 Launch Fees: Seasonal	53.37	66.58
3.12.7 Launch Fees: Commercial	178.76	223.32

3.13 Summer Youth Programs - June 1, 2015

	<u>Resident</u>	<u>Non-Resident</u>
3.13.1 Rec-n-Crew		
3.13.1.1 Week	68.75	85.95
3.13.1.1.1 each additional child	62.90	78.65
3.13.1.1.2 early/late supervision 1st child	30.30	37.90
3.13.1.1.3 early/late supervision additional child	22.75	28.40
3.13.1.1.4 Extra Supervision - difficult child	30.30	37.90
3.13.1.2 Four Weeks	243.50	304.40
3.13.1.2.1 each additional child	237.35	296.70
3.13.1.3 Full Summer	486.75	608.40
3.13.1.3.1 each additional child	480.60	600.70
3.13.1.4 Sunny Cove 3 nights 4 days camp	153.80	192.25
3.13.1.4.1 each additional child	135.30	169.15
3.13.1.5 5 day camp	117.43	146.78

	Resident	Non-Resident
3.13.1.5.1 each additional child	111.80	139.75
3.13.1.6 4 day camp	81.64	102.05
3.13.1.6.1 each additional child	76.05	95.06

3.14 Townshend Theatre - June 30, 2015

3.14.1 Town Recreation Program

3.14.1.1 Set up & Rehearsal	N/C
3.14.1.2 First show in Run	N/C + \$1.50 Surtax
3.14.1.3 Second show same Day	N/C + \$1.50 Surtax
3.14.1.4 Next show same Run	N/C + \$1.50 Surtax
3.14.1.5 Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C + \$1.50 Surtax
3.14.1.6 *Cafeteria Rental with Performance	N/C

3.14.2 Board of Education

3.14.2.1 Set up & Rehearsal	N/C
3.14.2.2 First show in Run	N/C + \$1.50 Surtax
3.14.2.3 Second show same Day	N/C + \$1.50 Surtax
3.14.2.4 Next show same Run	N/C + \$1.50 Surtax
3.14.2.5 Weekly Rate - Sunday to Sunday 6:00 p.m.	N/C + \$1.50 Surtax
3.14.2.6 *Cafeteria Rental with Performance	N/C

3.14.3 Community Theatre

3.14.3.1 Set up & Rehearsal - 7 hours	141.29
3.14.3.2 First show in Run - 7 hours	277.36 + \$1.50 Surtax
3.14.3.3 Second show same Day - 12 hours	455.28 + \$1.50 Surtax
3.14.3.4 Next show same Run - 7 hours	277.36 + \$1.50 Surtax
3.14.3.5 Weekly Rate - Sunday to Sunday 6:00 p.m.	1,125.12 + \$1.50 Surtax
3.14.3.6.1 **Cafeteria Rental with Performance	104.66
3.14.3.6.2 **Cafeteria Rental with Performance - Alcohol served	209.32

3.14.4 Community Use - Religious Groups, Charitable Non-Profit, Music Festivals

3.14.4.1 Set up & Rehearsal - 7 hours	141.29
3.14.4.2 First show in Run - 7 hours	277.36 + \$1.50 Surtax
3.14.4.3 Second show same Day - 12 hours	455.28 + \$1.50 Surtax
3.14.4.4 Next show same Run - 7 hours	277.36 + \$1.50 Surtax
3.14.4.5 Weekly Rate - Sunday to Sunday 6:00 p.m.	1,125.12 + \$1.50 Surtax
3.14.4.6 **Cafeteria Rental with Performance	104.66
**Cafeteria Rental with Performance - Alcohol served	209.32

3.14.5 Commercial Use - Business, Dance Schools, Corporations, Political Rallies

3.14.5.1 Set up & Rehearsal - 7 hours	209.32
3.14.5.2 First show in Run - 7 hours	418.65 + \$1.50 Surtax
3.14.5.3 Second show same Day - 12 hours	654.14 + \$1.50 Surtax
3.14.5.4 Next show same Run - 7 hours	418.65 + \$1.50 Surtax
3.14.5.5 Weekly Rate - Sunday to Sunday 6:00 p.m.	TBN
3.14.5.6 **Cafeteria Rental with Performance	TBN

3.14.6 Non Resident Rate

3.14.6.1 Set up & Rehearsal - 7 hours	340.15
First show in Run - 7 hours	Min. \$706.48 + \$2.50 Surtax or
3.14.6.2	20% of Gross Sales

		Resident	Non-Resident
	Second show same Day - 12 hours	Min. \$1,125.12 + \$2.50 Surtax or	
3.14.6.3		20% of Gross Sales	
3.14.6.4	Next show same Run - 7 hours	TBN	
3.14.6.5	Weekly Rate - Sunday to Sunday 6:00 p.m.	TBN	
3.14.6.6	**Cafeteria Rental with Performance	TBN	
	** We collect these amounts and remit them to the Board		
3.14.7	Tech Fee		
3.14.7.1	Tech Fee	50.00	
3.14.7.2	Tech Weekend Fee (Time plus 1hr before and 1hr after)	\$40.00/hr	
3.15	Fort Frances Public Library Effective April 1, 2015 (Plus Applicable Taxes)		
3.15.1	3.15.1.1 Annual Non-Resident Fee	79.79	
	3.15.1.2 6-Month Non-Resident Fee per family	45.08	
3.15.2	3.15.2.1 Fines for Late Library Material	25 cents /day	Max \$25.00 per Family Library privileges will be suspended if fines reach a maximum of \$20/Card
	3.15.2.2 Late DVD's	1.04/ day	Max 12.00 per DVD
	3.15.2.3 Late Video Games	3.42 / day	Max 12.00 per video gam
3.15.3	Photocopying and Internet/Computer Printing Charges:		
	3.15.3.1 First 10 pages	0.27	each
	3.15.3.2 11 - 20 pages	0.21	each
	3.15.3.3 21 - 49 pages	0.15	each
	3.15.3.4 50 + pages	0.10	each
	3.15.3.5 Colour Photocopies (8 1/2 x 11)	0.78	each
	3.15.3.6 Colour Photocopies (8 1/2 x 14)	1.04	each
	3.15.3.7 Colour Photocopies (11 x 17)	1.56	each
3.15.4	Fax Sending Charges:		
	3.15.4.1 First Page	4.15	
	3.15.4.2 Each additional Page	1.04	
3.15.5	Fax Receiving Charges:		
	3.15.5.1 First Page	1.04	
	3.15.5.2 Each additional Page	0.27	
3.15.6	Shaw Community Hub Rental		
	3.15.6.1 Non-Profit Groups - Meeting up to 4 hours	41.86	
	3.15.6.2 Non-Profit Groups - Meeting up to 8 hours	83.73	
	3.15.6.3 Non-Profit Groups - Meeting Entire Day (9:00 am to closing)		
	3.15.6.4 Non-Profit Groups - After Hours Fee	26.16	per hour
	3.15.6.5 Profit Groups - Meeting up to 4 hours	52.34	
	3.15.6.6 Profit Groups - Meeting up to 8 hours	104.66	
	3.15.6.7 Profit Groups - After Hours Fee	26.16	per hour
	3.15.6.8 Cancellation Fee	50% of Rental Fee per day (Based on less than 24 hrs. notification)	

3.16 Emergency Services - See Schedule "B"**3.17 Fort Frances Museum (Plus Applicable Taxes)****3.17.1 Research**

		Resident	Non-Resident
3.17.1.1	Access	9.43	
3.17.1.2	Staff - initial inquiry	15.33	
3.17.1.3	Additional time	38.24 per hour	
3.17.2	Duplication		
3.17.2.1	Handling	5.23	
3.17.2.2	Copying	0.63 per sheet	
3.17.2.3	Digital copy	8.14	
3.17.2.4	Copy right fee for commercial uses - Photographing Artefacts	38.55	
3.17.3	Admission Victoria Day to Thanksgiving (Peak Season)		
3.17.3.1	Special Events - Adult	3.54 (\$4 including taxes)	
3.17.3.2	Senior/Under 12 Fee	2.66 (\$3 including taxes)	
3.17.3.3	Maximum Family Fee	10.62 (\$12 including taxes)	
3.17.3.4	School/Public Activity Program	3.80	
3.17.3.5	Admission - Off Peak Season	Free Will Donation	
3.17.4	Rental		
3.17.4.1	Per Day	26.94	
3.17.4.2	Per Evening	16.22	
3.17.4.3	Court Yard	16.22	
3.18	Sunny Cove Camp - May 1, 2015		
3.18.1	3.18.1.1 Daytime	559.58	
	3.18.1.2 Overnight	1,010.35	
	3.18.1.3 Meeting - Half day	75.00	
	3.18.1.4 Meeting - Full Day	125.00	
3.19	Sister Kennedy Centre - effective January 1, 2015		
3.19.1	Facility Rental Fee	40.00	
4.0	Operations & Facilities - (Plus Applicable Taxes)		
4.1	Private Work - Effective January 1, 2015	<u>Resident</u>	<u>Non-Resident</u>
4.1.1	Labour		
4.1.1.1	Regular Hourly Rate	41.47	51.84
4.1.1.2	Overtime Labour Rate	62.21	77.76
4.1.1.3	Double Overtime Labour Rate	82.94	103.68
4.1.2	Vehicle Rates		
4.1.2.1	All 1/2 tons, 3/4 tons, crew cabs, compacts & vans	21.56	26.95
4.1.2.2	V109 - Sand Truck	80.55	100.69
4.1.2.3	V110 - Dump/Plow Truck	37.13	46.41
4.1.2.4	V115 - Sander/Plow Truck	89.94	112.43
4.1.2.5	V122 - Tandem Truck	80.55	100.69
4.1.2.6	V121 - Tandem Truck	80.55	100.69
4.1.3	Equipment Rates - includes labour		
4.1.3.1	E205 & E207 Graders	109.58	136.98
4.1.3.2	E206 - Vacuum/Pressure Truck	232.63	290.79
4.1.3.3	E305 - Sidewalk Machine c/w any attachment	101.85	127.31
4.1.3.4	E309 - Hyundai Backhoe	125.00	156.25
4.1.3.5	E313 - Large Snow Blower & Loader	128.04	160.05
4.1.3.6	E318 - Cat 930H Loader	93.22	116.53

		Resident	Non-Resident
4.1.3.7	E315 - Loader Bobcat	88.81	111.01
4.1.3.8	E317 - Cat Loader	93.22	116.53
4.1.3.9	E321 - Loader/Backhoe	85.66	107.08
4.1.3.10	E597 - Ingersoll Rand Packer	113.46	141.83
4.1.3.11	E713 - Low Pressure Steamer w half ton truck	135.41	169.26
4.1.3.12	E726 - Rigid Drain Cleaning Machine w half ton truck	107.81	134.76
4.1.3.13	E816 - Street Sweeper	127.71	159.64
4.1.3.14	E830 - DBH Thawing Machine w 3/4 ton truck	159.32	199.15
4.1.3.15	E831 - Pulse De-Icer (Thawing Machine)	119.47	149.34
4.1.3.16	E838 - Air Compressor w 3/4 ton truck	92.97	116.21
4.1.4	Private Concrete Crossing or Sidewalk Replacement for Private Crossing		
4.1.4.1	Removal, Supply and Installation of Concrete Driveway per square f	17.98	per sq. ft.
4.1.4.2	Culvert	Cost Plus - Max \$160.46 per foot	
4.1.4.3	Removal of Concrete Driveway Crossing Only - per square ft.	5.93	per sq. ft.
4.1.4.4	Removal of High-back Concrete Curb & Gutter and Replace with Low-back Concrete Curb & Gutter for New Driveway Crossing Installation - per linear ft.	37.69	per linear sq. ft.
4.1.4.5	Removal of Low-back Driveway Concrete Curb & Gutter and Replace with High-back Concrete Curb & Gutter when Removing Driveway Crossing - per linear ft.	37.69	per linear sq. ft.
4.1.5	Engineering Services - Minimum One Hour - by Customer Request		
4.1.5.1	Televising Sewer - Regular Hourly Rate	185.15	
4.1.5.2	Televising Sewer - Overtime Hourly Rate	370.29	
4.1.5.3	Tracing Water/Sewer - Regular Hourly Rate	123.43	
4.1.5.4	Tracing Water/Sewer - Overtime Hourly Rate	246.87	
4.1.5.5	Setting Lot Grade Only - Regular Hourly Rate (Per Lot Grade)	111.33	
4.1.5.6	Copying Blue prints (Each)	13.31	
4.1.5.7	Hardcopy GIS Drawing or Map size 8.5" x 11"	5.59	
4.1.5.8	Hardcopy GIS Drawing or Map size 11" x 17"	11.18	
4.1.5.9	Hardcopy GIS Drawing or Map size 24" x 36"	27.96	
4.1.5.10	Digital Aerial Photography - ecw format only	1,118.27	
4.1.5.11	GIS shape files - per infrastructure layer	279.57	
4.1.5.12	GIS shape files-base map - property lines & addresses	279.57	

4.2 Landfill Tipping Fees - see Schedule "C"**4.3 Sewer & Water Installation - see Schedule "D"****4.4 Stores**

4.4.1	Sale of Items to private sector	Cost Plus + 35%
4.4.2	Backyard Composters	Cost

4.5 Airport - Effective January 1, 2015 (Plus Applicable Taxes)

4.5.1	Fees	
4.5.1.1	Office/square meter	367.51
4.5.1.2	Counter/square meter	367.51
4.5.1.3	Rental of Heated Maintenance Garage Bay per day	100.60
4.5.2	Aviation Fuels	

		Resident	Non-Resident
		Adjusted Quarterly	
		Adjusted Quarterly	
		Cost + 45%	
4.5.2.1	100LL		
4.5.2.2	Jet-A		
4.5.2.3	Aviation Oils		
4.5.3	Aircraft Landing Fees		
4.5.3.1	Piston Aircraft	13.34	
4.5.3.2	Medivac & All Government Aircrafts	207.25	
4.5.3.3	Turbine Aircraft - minimum fee	13.34	
4.5.3.4	<21,000 kgs - Gross Weight x	3.87	
4.5.3.5	21,000 - 45,000 kgs - Gross Weight x	3.87	
4.5.3.1	Airport Landing Fees - International Flights		
4.5.3.1.1	Piston Aircraft	33.86	
4.5.3.1.2	Turbine Aircraft - minimum fee	33.86	
4.5.3.1.3	<21,000 kgs - Gross Weight x	8.29	
4.5.3.1.4	21,000 - 45,000 kgs - Gross Weight x	8.29	
	Airport Parking Fees		
4.5.4	4.5.4.1 <4,999 kgs/day	11.29	
	4.5.4.2 <4,999 kgs/month	85.60	
	4.5.4.3 5,000 - 9,999 kgs/day	17.90	
	4.5.4.4 5,000 - 9,999 kgs/month	345.61	
	4.5.4.5 10,000 - 29,000 kgs/day	32.09	
	4.5.4.6 10,000 - 29,000 kgs/month	641.83	
4.5.5	Plug-Ins		
4.5.5.1	Heater per day	6.17	
4.5.6	Ground Power Starts (GP)		
4.5.6.1	Bear Skin Airlines	44.49	
4.5.6.2	All Other Aircraft	55.54	
4.5.7	Aircraft De-icing		
4.5.7.1	Bearskin Airlines	43.20 each	
4.5.7.2	Other Aircraft *Plus Cost of Fluid	61.72 each	
4.5.8	General Terminal Fees		
4.5.8.1	0 - 9 seats	17.28	
4.5.8.2	10 - 15 seats	19.75	
4.5.8.3	16 - 25 seats	30.86	
4.5.9	Passenger Facility Charge		
4.5.9.1	Per Person Enplaning	10.74	
4.5.10	Airport Improvement Fee		
4.5.10.1	Outbound Charters per Passenger embarking	10.74	
4.5.10.2	Commercial Charter Ramp Fee per Aircraft	13.75	
4.5.11	Callouts		
4.5.11.1	Callouts	155.50	
4.5.11.2	Overtime Labour Rate	62.21	
4.5.11.3	Double Time Labour Rate	82.94	
4.5.11.4	Loader with Operator	51.75	
4.5.11.5	Snow Blower or Sweeper attachment for Loader	34.82	
4.5.11.6	Sander/Plow Truck without Operator	48.47	
4.5.11.7	Winter Control Sand per Cubic Yard	25.15	
4.5.12	Aviation Charts		
4.5.12.1	Aviation Charts	Cost + 40%	

	Resident	Non-Resident
4.5.13 Car Parking Fees/day		
4.5.13.1 Daily Parking	7.70	
4.5.13.2 Monthly Parking Stall	102.60	
4.5.13.3 Yearly Parking Stall	1,128.60	
4.5.14 Land Lease Rates - Unserviced		
4.5.14.1 Private - per square meter plus applicable taxes	1.74	
4.5.14.2 Commercial - per square meter plus applicable taxes	2.61	
4.5.15 Advertising Signs		
4.5.15.1 Small Signs per year	108.91	
4.5.15.2 Large Signs per year	121.01	

4.6 Cemetery User Fees - See Schedule "E"

4.7 Parks

4.7.1 Equipment Rental Charges - Labour Not Included		
4.7.1.1 Mower, Riding	15.43	19.29
4.7.1.2 Portable Generator	7.41	9.26
4.7.1.3 Power Saw	7.41	9.26
4.7.1.4 Trailer - Large	12.34	15.43
4.7.1.5 Cement Mixer	12.34	15.43
4.7.2 Equipment Rental Charges - Labour Included		
4.7.2.1 Backhoe	74.06	92.58
4.7.2.2 4200 Tractor & Sweeper	51.84	64.80
4.7.2.3 Stumper (Chipper)	81.46	101.83
4.7.2.4 Snowplow - Ford	46.90	58.63
4.7.3 Point Park Camping Rates		
4.7.3.1 Full Hook-up - per night	29.20	
4.7.3.2 Full Hook-up - per week	148.67	
4.7.3.3 Full Hook-up - per 4 weeks	571.68	
4.7.3.4 Camping Site - per night (Tenting Sites)	15.04	
4.7.3.5 Camping Site - per week (Tenting Sites)	79.65	
4.7.3.6 Camping Site - per month (Tenting Sites)	309.74	
4.7.3.7 Partial Hook-up - per night (No Water)	23.89	
4.7.3.8 Partial Hook-up - per week (No Water)	120.35	
4.7.3.9 Partial Hook-up - per 4 weeks (No Water)	463.72	
4.7.3.10 Cost for Utilities per day for Local First Nations Band Members (Couchiching, Naicatchewenin, Nicickousemenecaning & Mitaanjigamiing)	7.08	

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

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

3.17 Emergency Services - January 1, 2015 (Plus Applicable Taxes)

3.17.1 Administration

3.17.1.1	Copy of Fire Reports	68.70
3.17.1.2	Letter of Compliance or Approval for Properties	68.70
3.17.1.3	File Search, Written Report and Records on Properties	68.70
3.17.1.4	Written Response to written request relating to outstanding orders under the Ontario Fire Code or any Act, Regulation or By-Law with which the Fire Service has Authority or Jurisdiction	68.70

3.17.2 Property Inspection Request - by Owner or Business Operator

3.17.2.1	Private Home Day Care Facilities (5 or less)	68.70
3.17.2.2	Licensed Day Care Centres (more than 5)	89.50
3.17.2.3	Special Care and Group Homes (3 or less)	68.70
3.17.2.4	Special Care and Group Homes (more than 3)	89.50
3.17.2.5	Inspections required by/for LCBO Licensing	122.80
3.17.2.6	Lodging House	68.70
3.17.2.7	Occupancy Load Calculation and Posting	89.50
3.17.2.8	Private Nursing Homes	122.80
3.17.2.9	Fire Inspections of Educational Institutions	N/C
3.17.2.9.1	Base Inspection	122.80
3.17.2.9.2	Each Classroom Additional	5.15
3.17.2.9.3	Portable Classrooms	68.70
3.17.2.10	Assembly Occupancies <60 persons	68.70
3.17.2.11	Assembly Occupancies >61 persons	68.70
3.17.2.12	Industrial/Commercial Single Tenant or Occupancy	122.80
3.17.2.13	Residential/Commercial - Multi Occupancy Complex	122.80
3.17.2.14	Residential/Apartment or Condominium Building	122.80
3.17.2.15	Office/Commercial Retrofit Inspections	122.80
3.17.2.16	Additional Inspection for incompleteness or initial follow-up	122.80
3.17.2.17	Inspection - All Properties	68.70

3.17.3 Special Occasions Inspections

3.17.3.1	Mandated Fire Code inspection (tents/marquee)	68.70
3.17.3.2	Mandated Fire Code inspection (fireworks permits)	122.80
3.17.3.3	Public Vendors - Commercial Establishments	68.70
3.17.3.4	Public Vendors - Vendors from Outside Municipality	238.30
3.17.3.5	Public Vendors - Service Clubs	N/C
3.17.3.6	Misc. inspections not otherwise specified - per hour	68.70

3.17.4 Other Service Fees/Charges

3.17.4.1	Burning Permits - Residential 7 day	12.80
3.17.4.2	Burning Permits - Commercial/Industrial - each burn	118.50

3.17.4.3	Open Air Burning Violations	As per Burning By-Law
3.17.4.4	Extinguishing Fire were no permit obtained; out of control	410.00 for apparatus per hour plus wages plus 15% resident administration fee
3.17.4.5.1	Standby requests other than emergency response (per vehicle) For fire protection during shows, exhibitions, etc.)	410.00 for 1st hour then \$205.00 for every 1/2 hour thereafter
3.17.4.5.2	Standby requests other than emergency response (per vehicle)	410.00 per hour
3.17.4.6	Training Services - per hour	68.70 plus costs
3.17.4.7	Air Bottle Refills - other Fire Services	13.00 per bottle
3.17.4.8	Air Bottle Refills - Scuba, Private, Provincial, Industry	18.20 per bottle
3.17.4.9	Fire Service Training Outside Municipal Boundaries	68.70 per hour plus costs
3.17.4.10	Fire Service Fire Prevention Programs Outside Municipal Boundaries	68.70 per hour plus costs
3.17.4.11	Fire Service Administration Outside Municipal Boundaries	68.70 per hour plus costs
3.17.4.12	Fire Protection Outside Municipal Boundaries	As per Contract
3.17.4.13	Controlled Burns e.g. grass	Full cost recovery plus 15% resident administration fee
3.17.4.14	Boarding Up/Barricading Premises after Fire, costs per person, plus cost of public works (if used), plus cost of materials used plus 15% resident administration fee (if owner fails to comply within 24 hours the Fire Chief may authorize with all applicable costs.)	Full cost recovery plus 15% resident administration fee
3.17.5 Emergency Services Response Calls		
3.17.5.1	Fire Response to Structural Fires	N/C
3.17.5.2	Emergency response to MVA on MTO Highways as per Province of Ontario rates plus any additional clean-up costs (Recovery through MTO)	410.00 per apparatus for first hour; 205.00 per apparatus for every 1/2 hr thereafter or part thereof; as per MTO Rates
3.17.5.3	Auto Extrication Services within the Rainy River District	410.00 per hour
3.17.5.4	Motorized Vehicle Fires	N/C
3.17.5.5	False Alarms (1st & 2nd in a three month period)	N/C
3.17.5.6	Third False Alarm (after 3-call outs in a calendar year)	410.00 per apparatus per hour
3.17.5.7	For each Proceeding False Alarm (Within the Calendar Yr)	410.00 per apparatus per hour

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

4.2 Landfill Tipping Fees (No HST) - Effective January 1, 2015

4.2.1	Flat Rate Period when Scale is not in operation	
4.2.1.1	Passenger Vehicle - Mini Van, SUV & Cars	18.00
	Trucks include - Compact Trucks, Half Ton Trucks, Mid-size	
4.2.1.2	Trucks and Full size vans with no seats	20.35
	Any vehicle under the description of 4.2.1.1 or 4.2.1.2 towing a	
4.2.1.3	single axle trailer	28.95
4.2.1.4	Single Axle Trucks	93.85
4.2.1.5	Tandem Trucks and Trailers	234.85
4.2.1.6	Garbage Trucks, Containerized Hauling Units & Tankers	281.80
4.2.2	Fees to be used when Scale is in operation.	
4.2.2.1	Minimum charge	18.00
4.2.2.2	Rate per Tonne	68.05
4.2.2.3	Weighing Vehicle Only	30.55
4.2.2.4	Contaminated Soil Suitable for Cover Material per tonne	3.75
4.2.2.5	Car Tires - each	8.20
4.2.2.6	Truck Tires - up to and including 18 wheelers	19.20
4.2.2.7	Off Road Tires (anything over 18 wheelers)	95.90
4.2.2.8	Tires by the Tonne	479.10
4.2.2.9	Refrigeration Units Containing Refrigerant or no notification sticker affixed to the unit	39.90
4.2.3	Bag Tags	
4.2.3.1	Bag Tags each	2.25
4.2.4	Waste Management	
4.2.4.1	Monthly Environmental Fee per Water Account	4.00

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

4.3 Sewer & Water Installation - Effective January 1, 2015 - plus Applicable Taxes

4.3.1	Installation and Termination - Per Trench	
		Cost Plus + 10% + Road Restoration
4.3.1.1	If water and sewer are in separate trenches or same trenches	
4.3.2	Terminations of Services	
4.3.2.1	Inspecting the termination prior to backfilling	43.75
4.3.3	Reconnection of Services	
4.3.3.1	Inspecting the reconnection prior to backfilling	43.75
4.3.3.2	Regular request to turn water on or off (maintenance)	43.75
4.3.3.3	Non-Maintenance Shut off for delinquent accounts - no HST	123.50
4.3.3.4	Non-Maintenance Turn on for delinquent accounts - no HST	123.50
4.3.4	Sale and Installation of Water Meters	
4.3.4.1	Any Size Meter	Cost Plus + 10%
4.3.5	Testing Backflow Devices	

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

5.1 Water User Rates - Monthly

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

5.2 Sewer User Rates - Monthly

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

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

CEMETERY OPERATOR: TOWN OF FORT FRANCES

CURRENT PRICE LIST OF CEMETERY SUPPLIES & SERVICES - EFFECTIVE DATE January 1st, 2015

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

RIVERVIEW CEMETERY - 1319 COLONIZATION ROAD WEST

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

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

A. PRICE LIST PER LOT

A.1 Adult Single Lot

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

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

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

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

Lot	\$261.67
Care & Maintenance	\$250.00
Sub-Total	\$511.67
HST	\$66.52
TOTAL	\$578.19

A.2 Adult Double Lot

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

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

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

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

Lot	\$520.72
Care & Maintenance	\$250.00
Sub-Total	\$770.72
HST	\$100.19
TOTAL	\$870.91

A.3 Child (8 years old or under)

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

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

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

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

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

Lot	\$104.68
Care & Maintenance	\$150.00
Sub-Total	\$254.68
HST	\$33.11
TOTAL	\$287.79

A.4 Cremation lot

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

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

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

Lot	\$78.49
Care & Maintenance	\$150.00
Sub-Total	\$228.49
HST	\$29.70
TOTAL	\$258.19

A.5 Veteran lot

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

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

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

VETERAN AND SPOUSE ONLY

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

B. UNIT PRICE PER INTERMENT**B.1 SUMMER - May 1 to October 31**

B.1.1 Adult Interment	\$732.64
HST	\$95.24
TOTAL	\$827.88

B.1.2 Adult with Vault	\$816.40
HST	\$106.13
TOTAL	\$922.53

B.1.3 Child (8 years old or under)	\$287.82
HST	\$37.42
TOTAL	\$325.24

B.1.4 Child (8 years old or under) with Vault	\$313.98
HST	\$40.82
TOTAL	\$354.80

B.1.5 Extra Depth 10 ft.	\$816.40
HST	\$106.13
TOTAL	\$922.53

B.1.6 Saturday (above rates +)	\$503.60
HST	\$65.47
TOTAL	\$569.07

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

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

B. UNIT PRICE PER INTERMENT

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

B.2.1 Adult Interment	\$889.62
HST	\$115.65
TOTAL	\$1,005.27
B.2.2 Adult with Vault	\$973.34
HST	\$126.53
TOTAL	\$1,099.87
B.2.3 Child (8 years old or under)	\$418.66
HST	\$54.43
TOTAL	\$473.09
B.2.4 Child (8 years old or under) with Vault	\$502.38
HST	\$65.31
TOTAL	\$567.69
B.2.5 Extra Depth 10 ft.	\$1,061.50
HST	\$137.99
TOTAL	\$1,199.49
B.2.6 Saturday (above rates +)	\$503.60
HST	\$65.47
TOTAL	\$569.07

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

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

B.3 UNIT PRICE PER INTERMENT FOR CREMATED REMAINS

May 1 to October 31- Only

B.3.1 Cremation < 12" in diameter to Max. 24 inches	\$261.67
HST	\$34.02
TOTAL	\$295.69
B.3.2. Saturday Cremains < 12" diameter to Max. 24 " in diameter	\$418.66
HST	\$54.43
TOTAL	\$473.09
B.3.3 Cremains Placed in Private Marker/Monument Base	\$74.05
HST	\$9.63
TOTAL	\$83.68

B.3.4 Cremains placed in the ground at the same time as full burial interment	\$41.99
HST	\$5.46
TOTAL	\$47.45

B.3.5 Cremains placed in Monument Niche	\$55.93
HST	\$7.27
TOTAL	\$63.20

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

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

C UNIT PRICE FOR A COLUMBARIUM NICHE

C.1 Top Two Rows	\$1,154.10
Care & Maintenance	173.12
Sub-Total	\$1,327.22
HST	\$172.54
TOTAL	\$1,499.76

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

C.2 Middle Four Rows	\$1,425.62
Care & Maintenance	\$213.84
Sub-Total	\$1,639.46
HST	\$213.13
TOTAL	\$1,852.59

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

C.3 Bottom Two Rows	\$950.45
Care & Maintenance	\$142.57
Sub-Total	\$1,093.02
HST	\$142.09
TOTAL	\$1,235.11

C.4 2nd Urn Placement in Niche	\$135.79
HST	\$17.64
TOTAL	\$153.43

D. UNIT PRICE FOR FLOWER CARE PER LOT

D.1 Special Care Single - Flowers	\$2,616.58
HST	\$340.15
TOTAL	\$2,956.73

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

D.2 Special Care Double - Flowers	\$5,233.14
HST	\$680.31
TOTAL	\$5,913.45

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

D.3 Annual Care - Adult -Flowers	\$209.33
HST	\$27.21
TOTAL	\$236.54

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

D.4 Annual Care - Child - Flowers	\$78.49
HST	\$10.20
TOTAL	\$88.69

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

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

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

For the Supply, Installation and Inspection of Concrete Foundations for Upright Markers or Monuments	\$ 0.28 per square inch plus HST
--	----------------------------------

Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the Marker or Monument. The Town will only accepted foundation orders from June 15th to September 15th of each year.

F. UNIT PRICE FOR A FOUNDATION FOR A FLAT MARKER

For the Supply, Installation and Inspection of Concrete Foundations for Flat Markers	\$ 0.26 per square inch plus HST
--	----------------------------------

Based on the exact size of the foundation. Where the square inches are calculated by adding 6 inches to both the width and length of the base of the flat Marker . The Town will only accepted foundation orders from June 15th to September 15th of each year.

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

G.1 Flat Markers that measure less than 1116.13 square centimetres or 173 sq. inches	\$0.00
G.2 Flat Markers that measure at Least 1,116.13 square centimetres or 173 sq. inches	\$50.00
G.3 Upright Monument that measure less than 1.22 meters or 4 feet in height and/or length including the base	\$100.00
G.4 Upright Monument measuring more than 1.22 meters or 4 feet in height and/or length including the base	\$200.00

H. MISCELLANEOUS CEMETERIES FEES

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

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

H.2 Funeral Arriving before 9 am and after 3:00 pm	\$122.22
HST	\$15.88
TOTAL	\$138.10

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

H.4 Issue of new Interment Rights Certificate as a result of revisions to intended occupant(s) or ownership change	\$104.69	per change
HST	\$13.60	
TOTAL	\$118.29	

H.5 Rental of Artificial Grass for off-site interments	\$10.49	per off-site interment
HST	\$1.36	
TOTAL	\$11.85	

H.6 Hourly labour per cemetery worker	\$41.49
HST	\$5.39
TOTAL	\$46.88

General Notes:

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

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

**Fort Frances
Atikokan
Alberton
La Vallee
Emo**

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION
OFFICE OF THE SECRETARY-TREASURER
919 FIFTH STREET EAST
FORT FRANCES, ONTARIO
P9A 1V3**

**Rainy River
Dawson
Lake of the Woods
Morley
Chapple**

Phone: (807) 274-8777 Email: glennwtreftlin@hotmail.com

November 27, 2014

District of Rainy River Municipalities

Dear Mayor/Reeve & Councillors:

Every election year there is a need for each municipal council to appoint one of their members to represent their council on the Executive of the Rainy River District Municipal Association (RRDMA) and if desired, a second member to act as the alternate representative.

Please advise by December 15th, 2014 the names and contact information of your council's representatives on the RRDMA Executive.

Please note that the RRDMA President and Vice-President positions are to be elected by the voting delegates at the RRDMA annual general meeting from those members appointed by the Councils as their primary representative to the RRDMA Executive. The term for these offices is one year.

There are other positions shown below available to be appointed by election by the RRDMA membership at the annual general meeting on 31 January 2015.

Nominations are needed to appoint persons to the following committees/boards:

- (i) Rainy River Valley Agricultural Society (1 year term)
- (ii) Rainy River Veterinary Committee (1 year term)
- (iii) NOMA Executive – Vice-President (1 year term)
- term commences at the NOMA Annual Meeting.
- (iv) NOMA Board – 2 elected members and 1 staff member (1-year term)

- (v) Northwestern Health Unit representative for district municipalities west of Fort Frances (to be elected by delegates of those municipalities) – 4-year term
- (vi) Northwest Training & Adjustment Board – 4-year term
- (vii) Safe Communities Rainy River District – 4-year term

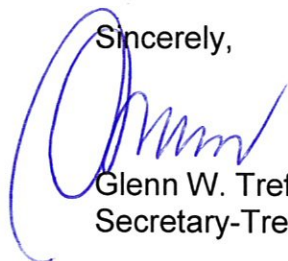
Please advise before December 31, 2014 if members of your Council are interested in one of these positions.

Additionally, the current Executive must now appoint elected officials from among the member municipalities to fill vacancies created by the loss of municipal office by Andrew Hallikas, and Gary Gamsby. The term of office will continue until the spring 2015 NOMA annual general meeting. Representing RRDMA, Andrew had held the position of NOMA Executive Vice President and Gary had held the position of one of the 2 elected officials on the NOMA Board. These appointments will be done at the December 17th, 2014 special RRDMA Executive meeting. So please advise as soon as possible if someone on your Council is interested in one of these appointments.

If your Council wishes to have a resolution placed on the floor at the RRDMA annual general meeting on Saturday, January 31, 2015, please forward them to me by December 31, 2014, preferably in electronic format. This would include any resolutions that are to be put before the spring NOMA conference and AGM.

Thank you for your consideration of this at your earliest convenience.

Sincerely,



Glenn W. Treftlin
Secretary-Treasurer

Roy Avis/Frances
12/11/2014 12:10 PM

To "Lisa Slomke" <lslomke@fort-frances.com>
cc
bcc
Subject Fw: SCF - Small Communities Fund - Municipal Council Resolution

----- Original Message -----

From: "Dillon Bickell" [dillon.bickell@sbaengineering.com]
Sent: 12/11/2014 10:42 AM EST
To: Roy Avis
Cc: Mark McCaig; Laurie Witherspoon
Subject: SCF - Small Communities Fund - Municipal Council Resolution

Good morning Roy,

As per our conversation this morning, Nigigoonsiminikaaning First Nation requires that a local municipality sign and submit a Municipal Council Resolution (MCR) for their application to the Small Communities Fund for their Emergency Access Road Re-Development project. From speaking with yourself, Chief Will Windigo from Nigigoonsiminikaaning First Nation and myself, obtaining this MCR shouldn't be an issue. It is simply a document that shows your council's support of the project and does not require and time or final commitments. The deadline for this submission is December 19th, 2014 and with this time is of the essence.

Please find attached a letter for which you can sign that states you and your council are in approval of the project. This will serve as the MCR. If you have any questions or concerns please don't hesitate to call.

Best regards,

Dillon Bickell
S. Burnett & Associates Ltd.
9 Ontario St. Unit 7A
Orillia, ON
L3V 6H1
T: 705-329-2959
F: 705-329-3800
www.sbaengineering.com



DRAFT_Municipal Council Resolution Form_FortFrances_v1.0_DB.docx

Municipal Council Resolution
 Mississaugas of Scugog Island First Nation
 SBA File No. F14060

December 11th, 2014



Roy Avis
 Town of Fort Frances
 140 4th Street West
 Fort Frances, ON
 P9A 3B8

[WHEREAS] Nigigoonsiminikaaning First Nation proposes to construct and develop the Emergency Access Road Re-Development to resolve serious health and safety issues in their community.

[AND WHEREAS] Nigigoonsiminikaaning First Nation is eligible for funding under the Small Communities Fund and requires local municipal support documentation. The Nigigoonsiminikaaning First Nation has requested that Council of the Town of Fort Frances indicate by Motion of Council support for the construction and operation of the Project.

[NOW THEREFORE BE IT RESOLVED THAT]:

Council of the Town of Fort Frances supports the construction and operation of the Project.

This resolution's sole purpose is to enable the applicant to apply to the Small Communities Fund and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project .

Title:

Title:

(signature lines for elected representatives)



BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT

MINUTES of the Regular Board of Health Meeting
October 10, 2014 8:30 a.m.
Red Lake NWHU office boardroom

~~~~~

**PRESENT:** Julie Roy, Chair

John Albanese, Carol Baron, Jim Belluz, Paul Ryan, Sharon Smith, Doug Squires

**IN ATTENDANCE:**

Mark Perrault, CEO

Shannon Robinson, Acting Manager, CDP program (*via GoToMeeting format*)

Dorothy Strain, Secretary to BOH/MOH (Recorder)

**REGRETS:** Dennis Brown, Shayne MacKinnon, Trudy Sachowski, Bill Thompson

### 1. CALL TO ORDER

Meeting Chair Julie Roy called the meeting to order at 8:30 a.m.

### 2. APPROVAL OF AGENDA

|                                                                                      |                 |                        |
|--------------------------------------------------------------------------------------|-----------------|------------------------|
| <b>Motion / Resolution: 104-2014</b>                                                 | <b>APPROVED</b> |                        |
| THAT the Agenda for the Board of Health meeting dated October 10, 2014, be approved. |                 | D. Squires<br>C. Baron |

### 3. DECLARATIONS OF PECUNIARY INTEREST & GENERAL NATURE THEREOF

None was declared.

### 4. IN CAMERA (CLOSED MEETING) SESSION:

At 8:40 a.m. Board of Health members moved to an in camera (closed meeting) session.

|                                                                                                                                                                                                          |                 |                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------|
| <b>Motion / Resolution: 105-2014</b>                                                                                                                                                                     | <b>APPROVED</b> |                        |
| THAT the Board of Health moves to an in camera session to discuss:<br>4.1 Personal matters: Report of Executive Committee Meeting, August 21, 2014<br>4.2 Education / Orientation: HE / PA Public Policy |                 | C. Baron<br>D. Squires |

Mark Perrault and Dorothy Strain left the meeting at 8:40 a.m.

Mark Perrault rejoined the meeting at 8:55 a.m.

Dorothy Strain rejoined the meeting at 9:15 a.m.

At 10:30 a.m. Board of Health members moved out of the in camera session to resume regular business.

|                                                                                         |                 |                     |
|-----------------------------------------------------------------------------------------|-----------------|---------------------|
| <b>Motion / Resolution: 106-2014</b>                                                    | <b>APPROVED</b> |                     |
| THAT the Board of Health moves out of the in camera session to resume regular business. |                 | P. Ryan<br>S. Smith |

The following Motion arising from the in camera session was considered:

|                                                                                                                                         |                 |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------|---------------------|
| <b>Motion / Resolution: 107-2014</b>                                                                                                    | <b>APPROVED</b> |                     |
| THAT By-Law #1, Constitution of the Board of Health, article 4.0, Responsibilities of Board of Health Members, be revised as presented. |                 | P. Ryan<br>S. Smith |

The meeting recessed at 10:35 a.m.  
Board members visited with recess guest, Mayor Phil Vinet (Red Lake).  
The Chair called the meeting to order at 11:10 a.m.

## 5. MINUTES OF BOARD OF HEALTH MEETING, JULY 25, 2014

|                                                                                             |                 |                         |
|---------------------------------------------------------------------------------------------|-----------------|-------------------------|
| <b>Motion / Resolution:108-2014</b>                                                         | <b>APPROVED</b> |                         |
| THAT the Minutes of the Board of Health meeting held July 25, 2014, be approved as written. |                 | J. Albanese<br>S. Smith |

## 6. PUBLIC HEALTH PROGRAMS

### 6.1 Report: Foundations Team, Epidemiologist Report

*Reference #2014-10-10-6.1 The report will be retained on file.*

Effective Communication: Mark Perrault provided an update on social media that the Health Unit is utilizing for its messaging, to connect with different demographics.

### 6.2 Report: NWHU Balanced Scorecard, January-June 2014

*Reference #2014-10-10-6.2 The report will be retained on file.*

|                                                                                                                                                            |                 |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------|
| <b>Motion / Resolution: 109-2014</b>                                                                                                                       | <b>APPROVED</b> |                       |
| THAT the following program reports be received:<br>2014-10-10-6.1 Foundations Team: Epidemiologist<br>2014-10-10-6.2 Balanced Scorecard, January-June 2014 |                 | C. Baron<br>J. Belluz |

## 7. CORPORATE ADMINISTRATION

### 7.1 Chief Executive Officer Report - Mark Perrault, CEO

*Reference #2014-10-10-7.1*

#### Purpose

To inform the Board of Health of issues that have developed since the last Board of Health meeting that may have an impact on the operations of the Health Unit, but do not warrant as separate report, and of the activities of the Chief Executive Officer. This report will complement the separate finance report.

#### Medical Officer of Health Coverage

We have applied to have Dr. Hukowich formally appointed an Acting Medical Officer of Health. The Ministry of Health and Long-term Care had requested we apply if there was any possibility that Dr. Young Hoon's leave would extend past six months.

**Employee Death**

The sudden death of Lenore Plett, Program Assistant for the Environmental Health program in Dryden office, has shocked and saddened staff. This is the second death within the Dryden Environmental Health team in less than two years (Tom Bilous, Public Health Inspector, passed away October 2012). We are looking at placing a bench at the Dryden Community Garden in memory of our two employees, who coincidentally were judges of the garden in the year in which they died.

**Changes in Financial Processes**

In September our finance team spent a week with a support representative from Callow and Associates, reviewing our current systems and setting up a plan for future developments. Key next steps will be updating our chart of accounts; implementing online requisitions and purchase orders; electronic pay stubs and T4s. These changes will provide more efficiency through less duplication of data entry; more timely information for managers as they will now be able to track their commitments; and better accountability as more information regarding transactions will be captured and retrievable.

We have also implemented Point of Sales devices in our largest offices, which can now accept major credit cards and debit payments. In conjunction with this new ability we will also be selling travel vaccines at these offices, which will greatly improve client service. Currently a client will meet with our nurse, go to a pharmacist to purchase their prescription, and then have to return to our office to receive their immunization. This service will be provided on a cost recovery basis.

**Public Health on First Nations**

I am actively involved with Sioux Lookout First Nation Health Authority's Public Health Pilot (which involves Ontario First Nations communities from Treaty 9, and a few from Treaty 5 and Treaty 3), and we are making progress. A model has been developed and we are meeting in November to hopefully finalize the framework with a commitment by the federal government to start transferring programs to Sioux Lookout First Nation Health Authority's oversight. The Northwestern Health Unit's and Thunder Bay District Health Unit's role is to ensure that the framework links with the provincial system.

We have a number of links with First Nations communities within Treaty 3 area, and were recently invited by the Ministry of Health and Long-Term Care to a meeting at Grassy Narrows. It is clear that local public health units do have a role in supporting the development of a public health system on First Nations communities. It is also clear there is no one model of service provision. Some health units have entered into an agreement with individual First Nations to provide services, as outlined by Section 50 of the HPPA. This would be impossible for the Northwestern Health Unit, with 39 First Nations in our region. After discussions about the issue with Elizabeth Walker (Director, Planning & Liaison Branch, Public Health Division, Ministry of Health and Long-Term Care), I am bringing to the Board a resolution that the Medical Officer of Health and the Chief Executive Officer be directed to engage in dialogue with area First Nations leaders and representatives of Health Canada and the Ministry of Health and Long-Term Care to explore the potential for partnerships and strategies for the establishment of service agreements for strengthening provision of public health programs and services for area First Nations communities.

This resolution will assure the parties involved in the discussions that the Northwestern Health Unit is willing to engage in the discussion process.

**Pay Equity**

We have had preliminary meetings with Ontario Nurses' Association (ONA) regarding the development of a Pay Equity plan for our nurses. Since 1995 we have had a negotiated settlement for maintaining pay equity. At the last round of bargaining four years ago, ONA provided notice that they want to exercise their right to have a formal plan put in place that involves doing job evaluations and comparisons. The Health Unit has done much of the work already and has a plan for non-union staff, so we are hopeful this will be a straightforward process and will not impact the Health Unit financially.

**Healthy Kids Community Challenge (HKCC)**

The City of Kenora was one of 45 communities across Ontario whose proposal was approved to participate in The Healthy Kids Community Challenge. The challenge delivers local programs and activities that will support children and youth to be more active and healthy. This new program is part of [Ontario's Healthy Kids Strategy](#).

The Northwestern Health Unit is a key partner in the HKCC local initiative. As a key partner we have committed to host the project manager for the 4-year duration of the project. A portion of the wage for this position is included in the funding that will be provided and the rest are an in-kind contribution of the health unit. We are excited to support this project because of the direct connection to the objectives in our strategic plan and the anticipated impact that a long-term, well-resourced project such as this can have on the health of children in our communities.

Though the project is a partnership with the City of Kenora, the geographic scope of the project includes the entire NWHU catchment area. Additional information about this initiative is attached (Appendix A, Backgrounder).

**Other Activities**

I along with management staff attended an Excellence Canada workshop in mid-September. The session was useful as it confirmed that going the Excellence Canada route as a replacement for OCCHA accreditation is going to be a good fit with our continuous quality improvement practices. A more detailed report will be coming to the November Board of Health meeting.

I have had meetings with investment advisors to review available options for the Health Unit for our Reserves funds, and have further meetings planned in the coming days. I will be bringing a report of my findings to the Executive Committee.

**Recommendation**

- That the CEO Report be accepted as presented.

The following Resolution arising from the CEO report was considered:

| Motion / Resolution: 110-2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | APPROVED |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------|
| <p>WHEREAS the Board of Health for the Northwestern Health Unit recognizes that the mandate of boards of health includes working with priority populations to ensure that barriers to accessing public health programs and services are minimized; and</p> <p>WHEREAS the <i>Health Protection and Promotion Act</i> (HPPA), Part VI, sec. 50, "Agreement with council of band", provides for agreements between health units and area First Nations communities ("Reserves") for provision of public health services; and</p> <p>WHEREAS strengthening partnerships and collaborations with communities and partners is a strategic priority of the Northwestern Health Unit;</p> <p>THEREFORE BE IT RESOLVED THAT the Medical Officer of Health and the Chief Executive Officer be authorized to engage in dialogue with area First Nations leaders and representatives of Health Canada and the Ministry of Health and Long-Term Care to explore the potential for partnerships and strategies for the establishment of agreements for strengthening provision of public health programs and services for area First Nations communities.</p> |          | <p>J. Belluz<br/>C. Baron</p> |

## 7.2 Finance Report - Mark Perrault, CEO

Reference #2014-10-10-7.2 The report will be retained on file.

Additional Verbal Report: - provided by Mark Perrault, CEO

No word has been received to date of the Ministry of Health and Long-Term Care's response to health units' submitted budgets for 2014.

## 7.3 Do One Thing Conference Evaluation

Reference #2014-10-10-7.3 The report will be retained on file.

## 7.4 2014 Risk Management Annual Report

Reference #2014-10-10-7.4 The report will be retained on file.

### Comments, Discussion

Provincial Audit of Health Units: Mark Perrault provided information about the Province's announced intention to audit health units.

| Motion / Resolution: 111-2014                                                                                                                                                                                                                                                                                | APPROVED |                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------|
| <p>THAT the following reports be accepted as presented:</p> <ul style="list-style-type: none"> <li>- 2014-10-10-7.1 CEO Report</li> <li>- 2014-10-10-7.2 Finance Report</li> <li>- 2014-10-10-7.3 Do One Thing Conference Evaluation</li> <li>- 2014-10-10-7.4 2014 Risk Management Annual Report</li> </ul> |          | <p>J. Belluz<br/>C. Baron</p> |

The meeting recessed at 12:15 p.m.  
The Chair called the meeting to order at 12:45 p.m.

### 7.5 NWHU Policies: New Policy

This agenda item was discussed during the report of the Executive Committee meeting, Agenda #8.

## 8. REPORT OF EXECUTIVE COMMITTEE MEETING, OCTOBER 9, 2014

Committee Chair Doug Squires provided a verbal report of the meeting.

New Policy, Tangible Assets: The Committee Chair conveyed the Committee's recommendation to approve the new policy, which provides for identification processes for capital assets; depreciation /amortization; disposals and / or replacement.

|                                                |                 |                     |
|------------------------------------------------|-----------------|---------------------|
| <b>Motion / Resolution: 112-2014</b>           | <b>APPROVED</b> |                     |
| THAT new Policy, Tangible Assets, be approved. |                 | P. Ryan<br>S. Smith |

Investment Options: The CEO has been meeting with financial investment representatives. The Committee will report to the Board of Health meeting, November 21, 2014.

Northwestern Health Unit 2015 Budget: The Committee will review the 2015 cost shared and mandatory budget prior to management's submission to the Board's meeting, November 21, 2014. The municipal levy for 2015 will be set at this meeting, as a component of the budget approval process.

Travel Vaccines: An update was provided to the Committee regarding the Health Unit's recent initiative to provide travel vaccines for on-site administration to clients.

Municipal Appointments to the Board of Health: Following the October municipal elections, information about membership on the Board of Health will be provided to incoming mayors /reeves and councils.

The draft information document was circulated to the Board of Health meeting. Edit suggestions were provided.

November Board of Health meeting: The Committee's recommendation to relocate the November 21 meeting to Kenora was made in order to facilitate the Acting Medical Officer of Health's attendance, and the 2015 budget presentation.  
Board members agreed to relocate the regular November 21 meeting to Kenora.

|                                                                                                                                  |                 |                         |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------|
| <b>Motion / Resolution: 113-2014</b>                                                                                             | <b>APPROVED</b> |                         |
| THAT the verbal reports of the Executive Committee meetings held August 21, 2014, and October 9, 2014, be accepted as presented. |                 | S. Smith<br>J. Albanese |

**9. NON AGENDA ITEMS**

There were no non agenda items.

**10. NEXT MEETING DATE****Next Regular Meeting**

Date: Friday, November 21, 2014      Start time: 8:30 a.m.

Location: **Kenora**

**Executive Committee Meeting**

Friday Nov. 7 or 14, 2014: to be confirmed

**11. ADJOURNMENT**

The Chair adjourned the meeting at 1:45 p.m.

BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT:

CONFIRMED AS WRITTEN

THIS ..... DAY OF .....2014

---

MEETING CHAIR, BOARD OF HEALTH

---

RECORDING SECRETARY



City Hall  
30 Van Horne Avenue

November 24, 2014

Northwestern Ontario Municipal Association  
P.O. Box 10308  
Thunder Bay, ON P7B 6T8  
Attention: David Canfield, President

Sent via email: [admin@noma.on.ca](mailto:admin@noma.on.ca)

Dear Mr. Canfield,

I am pleased to advise that Council passed the following resolution at its meeting held Monday, November 17, 2014:

***THAT Council support the Northwestern Ontario Municipal Association's (NOMA) application for intervenor status for Northwestern Ontario communities in the National Energy Board's process for the TransCanada Pipelines Energy East Project with safety in our communities and natural resources paramount; and,***

***THAT NOMA is supportive of the project but is recommending that TransCanada commit to installing valves on both sides of significant water crossings; ensure that that the pipeline will be shut down at the first sign of a potential problem and conduct frequent inspections; and,***

***THAT TransCanada Pipeline commit to consulting with all impacted communities to identify what a significant waterway entails; and,***

***THAT a copy of the resolution is to be forwarded to NOMA and the Kenora/Rainy River District communities. – CARRIED.***

Yours truly,

Allyson Euler  
Deputy Clerk

cc. Kenora/Rainy River District Communities



City of Dryden

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

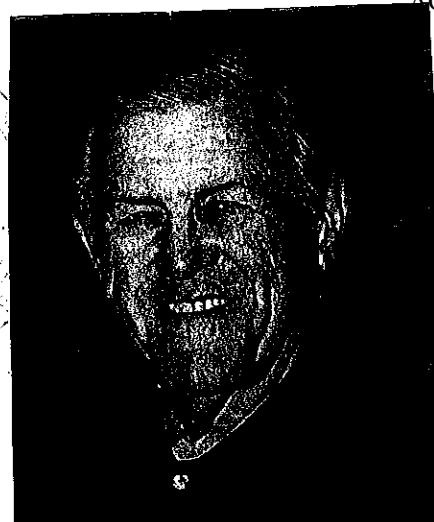
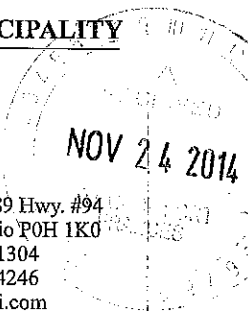


**MUNICIPALITÉ • EAST FERRIS • MUNICIPALITY****BILL VREBOSCH**

Mayor - Maire

Office  
P.O. Box 85, 390 Hwy. #94  
Corbeil, Ontario P0H 1K0  
Tel.: 705-752-2740  
Fax: 705-752-2452  
mayor@eastferris.ca

Residential: 589 Hwy. #94  
Corbeil, Ontario P0H 1K0  
Tel.: 705-752-1304  
Fax: 705-752-4246  
vrebosch@efni.com  
www.eastferris.ca



Dear Mayor and Council:

Congratulations and best wishes as you enter the new term of council for your municipality.

I have served the Municipality of East Ferris as the Mayor and Deputy-Mayor since 1977 and I was just acclaimed to the next term.

I have been a very strong advocate of our Northern issues since 1999 when I was first elected to represent Zone 9 of the ROMA Board and it has been my privilege to work with FONOM, NOMA, and AFMO supporting Northern issues.

The Zone 9 boundaries underscore the reasons we need a strong and experienced voice on this ROMA Board. (Gravenhurst to Moosonee and West to the Manitoba border)

The rest of the ROMA Board comes from the area south of Gravenhurst.

I have the time and the commitment to keep representing Zone 9 on your behalf. My attendance record is nearly perfect.

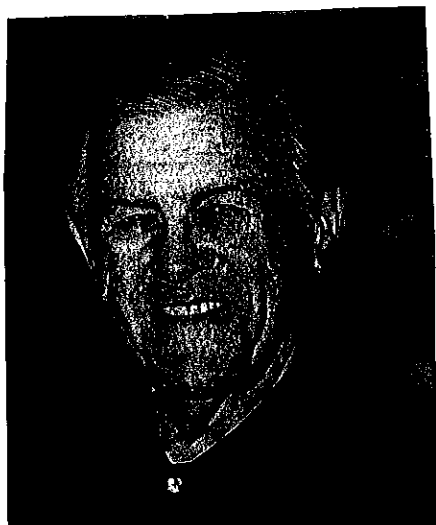
My council is passing a motion of support for my re-election at the ROMA/OGRA Conference in February 2015 and I would appreciate your council's endorsement so that I can continue.

I am requesting that your council pass a motion of support for my re-election as the ROMA Zone 9 representative and, that you forward a copy of the motion to the AMO offices in Toronto.

Even if you do not have any representatives attending the conference, your motion of support is very important to me. I would be happy to address any questions you may have.

Yours truly,

Bill Vrebosch, Mayor, Municipality of East Ferris, [vrebosch@efni.com](mailto:vrebosch@efni.com), 1-705-752-1304



# RE-ELECT A STRONG AND EFFECTIVE VOICE FOR THE NORTH ZONE 9 - ROMA

FEBRUARY 2015 ROMA/OGRA CONFERENCE

## BILL VREBOSCH

MAYOR-MUNICIPALITY OF EAST FERRIS vrebosch@efni.com

- HAS SERVED ON THE RURAL CAUCUS AND ROMA SINCE 1999
- 2 TERMS AS CHAIR OF RURAL CAUCUS
- 3 TERMS AS CHAIR OF ROMA
- AMO EXECUTIVE AND BOARD MEMBER
- MEMORANDUM OF UNDERSTANDING – MOU – AMO - PROVINCE
- MUNICIPAL POLITICS AS MAYOR AND DEPUTY-MAYOR SINCE 1976
- OPP BILLING MODEL REP FOR UNDER 5000 POPULATION MUNICIPALITIES
- MAYOR AND DEPUTY-MAYOR OF EAST FERRIS SINCE 1977
- I HAVE AN EXCELLENT ATTENDANCE RECORD AT THE ROMA MEETINGS

I will be running for re-election to the ROMA Board Zone 9 at the convention in February and I would appreciate your council's support through a motion endorsing my nomination to ROMA - Zone 9

Please send a copy of you council's motion of support to AMO.

I have received endorsement statements from Michael Doody and Tom Laughren of Timmins and Clermont Lapointe (AFMO), just to mention a few. They know my dedication and commitment to bringing up our Northern issues and I thank them.

My election to the ROMA board gives the North another strong voice at the table as I work with both FOMON and NOMA to bring Northern issues to the ROMA and AMO boards.



25 November, 2014

Canada Post  
955 Highbury Ave  
London, ON  
N5Y 1A3

Att: Deepak Chopra, Chief Executive Officer,  
Andy Paterson, Municipal Relations,  
Dean Woronski, President, CUPW,  
and  
Ontario Municipalities (via e mail)

Re: Reconsider Decision to Eliminate Home to Home Postal Delivery

Please note that the Corporation of the County of Huron passed the following motion at the November 24<sup>th</sup> meeting:

Moved by: Councillor Van Diepenbeek and Seconded by: Councillor Vincent

THAT:

The Council of the County of Huron approve the following motion:

WHEREAS Canada Post has proposed a plan to end residential home delivery in Canada;

AND WHEREAS the lack of home delivery will disadvantage many seniors and people with mobility problems and will be compounded during inclement weather;

THEREFORE BE IT RESOLVED THAT the County of Huron does not support the proposed plan to eliminate residential home to home delivery and herein petition Canada Post to reconsider this plan immediately and retain this valuable service for communities.

AND FURTHER THAT a copy of this resolution be forwarded to the Association of Municipalities of Ontario (AMO), Federation of Canadian Municipalities (FCM), municipalities in Ontario, as well as to our local MP, MPP and representatives of Canada Post and its unions to encourage others to speak up against this plan.

#### OFFICE OF THE WARDEN

Corporation of the County of Huron, 1 Court house Square, Goderich, Ontario N7A 1M2 CANADA

Tel: 519.524.8394 Fax: 519.524.2044 Toll Free: 1.888.524.8394 (519 area only)

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



Home postal delivery is essential for seniors and others living in our community with a variety of abilities and health issues. If the home to home delivery is discontinued, it would deny those individuals access to their regular mail delivery and have an adverse impact on their quality of life.

In addition, the proposed changes would have an adverse economic effect on our communities with regard to employees, local postal services and the economy.

Sincerely,

Joe Steffler  
Warden

Cc Association of Municipalities  
Federation of Canadian Municipalities  
Ben Lobb, MP for Huron-Bruce  
Lisa Thompson, MPP for Huron-Bruce

#### OFFICE OF THE WARDEN

Corporation of the County of Huron, 1 Court house Square, Goderich, Ontario N7A 1M2 CANADA

Tel: 519.524.8394 Fax: 519.524.2044 Toll Free: 1.888.524.8394 (519 area only)

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



AMO Communications  
<communicate@amo.on.ca>

11/26/2014 03:08 PM

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

cc

bcc

Subject AMO Breaking News - Update on Bill 8, Accountability and Transparency Measures

November 26, 2014

## Update on Bill 8, Accountability and Transparency Measures

Today, AMO President Gary McNamara appeared before the Standing Committee on General Government to address Bill 8 (*An Act to promote public sector and MPP accountability and transparency by enacting the Broader Public Sector Executive Compensation Act, 2014 and amending various Acts*).

Those chosen to appear before this Committee were given five minutes to present and ten minutes to answer questions from the all-party membership of the Committee. The Committee completes its nine hours of hearings today. It is set to debate amendments on December 1 and then the Bill is to be reported for Third Reading.

AMO's comments and recommended amendments focused on how to make the Bill clearer, address the already apparent conflicting interpretations, and deal with overlap and duplication. Good implementation is best informed by good, clear legislation. Highlights of our presentation follow. (For a full copy of remarks and the written submission, [click here](#).)

- Recognize the legislative and administrative role that elected councils play;
- Clarify that complaint investigation is about "fairness in" any decision in the course of administration;
- Clarify the roles of all the various investigative officers so there is no overlap and clarity of jurisdiction is articulated for all; that the respective processes are clear, especially if the "super" oversight system is not removed;
- Define "systemic reviews";
- Add a better definition of what constitutes a "meeting";
- Provide for a transition period for municipal governments so that their budget cycle and other work to implement the Bill can be properly done; and
- Provide balance and fairness by allowing for questions of jurisdiction to be asked of the courts by not only the Ombudsman, but all parties.

AMO believes that public trust is a shared value, whether a local, provincial or federal order of government. If a municipal government does not have that trust, it has every reason to earn it, and good government is best served when municipalities meet that goal independently.

AMO appreciates the efforts of its Working Group, composed of municipal lawyers and senior staff, in reviewing the Bill.

Watch for the next update on what amendments to this Bill, if any, the Standing Committee approves.

**AMO Contact:** Pat Vanini, AMO Executive Director, [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca), 416-971-9856 ext. 316.

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AMO Communications  
<communicate@amo.on.ca>

11/27/2014 04:52 PM

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

cc

bcc

Subject AMO Policy Update: Blue Box Arbitration Decision - Analysis and Next Steps

November 27, 2014

## Blue Box Arbitration Decision - Analysis and Next Steps

As reported earlier, the Blue Box Arbitration decision concluded that the 2014 Steward Obligation is \$115,172,322. The 2014 interim payments are at a current value of \$99.5 million. This means that an estimated \$15.6 million is to be paid additionally to those municipalities and First Nations who operated Blue Box programs in 2014.

The operational details of how and when these municipal payments will occur will be discussed soon by the parties - AMO, City of Toronto, and Stewardship Ontario (SO) - and Waste Diversion Ontario. Further information on this will be provided shortly.

The Arbitrator, the Honourable Robert Armstrong Q.C., provided a thorough and thoughtful decision which will be instructive for the municipal sector, the producer community, the Province, and others to understand going forward. The complete decision is available here: [Blue Box Arbitration Award Decision](#).

Key conclusions contained in the Arbitrator's decision include:

**The interpretation of section 25(5) of the *Waste Diversion Act*** was at the heart of the dispute. The provision says: "A waste diversion program developed under this Act for blue box waste must provide for payments to municipalities to be determined in a manner that results in the total amount paid to all municipalities under the program being equal to 50% of the total net costs incurred by those municipalities as a result of the program".

- After careful consideration of both parties' arguments on the correct interpretation, the Arbitrator concluded: "I find that under s. 25(5) of the Act, the obligation that Stewardship Ontario pay 50% of the total net costs incurred by the municipalities as a result of the program **is limited by the requirement that such costs be reasonable**". [his emphasis]

**What are the total costs incurred** by municipalities as a result of the program in 2012?

- To determine the Steward Obligation, the Arbitrator found that he had two choices: i) the costs reported and verified through the Datacall or, ii) the costs produced as a result of the operation of the Baseline Cost model.
- The Arbitrator was satisfied that the Datacall and its verification process passed the test of reasonableness. He rejected the Baseline Cost model on the basis that the evidence was insufficient to establish that it could "provide a reliable figure for the 2014 Steward Obligation".
- He did not reject the principles of cost containment and the objective of attempting to pursue best practices as a means of containing costs. The question of how these principles will be used in future years was left to the parties.

**In-Kind Payments:**

- Although the Arbitrator determined that he did not have the jurisdiction to rule on whether there is statutory authority for in-kind payments by the newspaper stewards, he did say that in his view the system of in-kind payments by the newspapers is extremely unfair to the municipalities.
- He recommends that the provision for in-kind payments for newspapers be abandoned or at the



very least it ought to be limited to a level that is reasonable both as to the total amount and to the rates charged.

- He agreed that 50% of the \$2.2 million of in-kind advertising used by the municipalities in 2012 should be included in the municipalities' costs and 50% of it paid as part of the 2014 Steward Obligation.

#### **Determination of the Steward Obligation in Future Years:**

- The Arbitrator recommended that the method he adopted for 2014, the use of the Datacall and the WDO verification process, be used in future years subject to a thorough review and discussion at MIPC as to any adjustments that need to be made each year.
- This, of course, will need to be worked out by the parties and may be overtaken by future waste diversion activities.

#### **The Arbitrator's Comments regarding MIPC :**

- He found that MIPC (Municipal Industry Programs Committee) had a broad power to make recommendations which were adopted by the WDO Board. He did not agree that municipalities were disadvantaged at MIPC as they were volunteers or did not have access to the same level of support or expertise available as stewards.

The arbitration took place over five months and over 30 hearing days. More than 24 witnesses were called and about 700 documents were produced. The Arbitrator noted that on the whole witnesses on both sides did their best to help him understand a complicated and difficult case.

With the conclusion of the Blue Box Arbitration, AMO would like to sincerely thank its legal counsel, Dr. Dianne Saxe, and her associate, Meredith James, the arbitration team of Alex Scott, Craig Bartlett, and Monika Turner, in concert with the City of Toronto team of Glenn Chu, Matthew Cornett, Vince Sferrazza, and Annette Synowiec, for all their work and efforts on behalf of the municipal sector. We also want to, again, thank all our witnesses who testified and provided affidavits on behalf of the municipal sector. All their statements and the full set of arbitration documents can be found on the AMO website at [Blue Box Arbitration](#).

#### **What's Next?**

Now that the arbitration process is complete, it is our view that its findings will be helpful to all parties given the Ontario government's commitment to bring in new waste reduction legislation with full producer responsibility. Last week the Honourable Glen Murray, Minister of Environment and Climate Change, said that the new legislation is expected in 2015 and has signalled that they are looking to the producers and municipalities to develop workable solutions themselves as input to the legislation.

We understand that this includes producer-municipal sector discussions on a new Blue Box framework. AMO, with the City of Toronto, and with staff support from the Regional Public Works Commissioners of Ontario and the Municipal Waste Association, is currently developing a sector approach to prepare for these upcoming discussions. Further information on these future waste diversion activities will be shared as it becomes available.

**AMO Contact:** Monika Turner, Director of Policy, [mturner@amo.on.ca](mailto:mturner@amo.on.ca), 416-971-9856 ext. 318.

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Ministry of Citizenship,  
Immigration and International  
Trade

Ontario Honours and Awards  
Secretariat  
400 University Avenue, 4<sup>th</sup> Floor  
Toronto, Ontario M7A 2R9

Ministère des Affaires civiles, de  
l'Immigration et du Commerce  
international

Secrétariat des distinctions et prix  
de l'Ontario  
400, avenue University, 4<sup>e</sup> étage  
Toronto (Ontario) M7A 2R9



DEC - 5 2014

November 2014

Dear friends:

I am pleased to invite you to participate in two of Ontario's volunteer recognition programs for 2015.

The Ontario government recognizes volunteers from all sectors through the following programs:

**The Ontario Medal for Young Volunteers** - presented to young volunteers between the ages of 15 and 24 for their actions and dedication to improve the quality of life in their communities and beyond.

Deadline for nominations is **January 15**

**The Ontario Volunteer Service Awards** - in recognition of continuous years of service to a single community organization.

Deadline for nominations is **January 25**

Nomination forms and additional information are available on the Ministry of Citizenship, Immigration and International Trade website at [www.ontario.ca/honoursandawards](http://www.ontario.ca/honoursandawards)

You may also contact the Ontario Honours and Awards Secretariat by phone at: 416-314-7526 or 1-877-832-8622; by TTY at 416-327-2391.

Please take this opportunity to nominate volunteers for the appropriate award program and feel free to share this letter with others that would be interested in participating in these worthwhile programs.

By submitting a nomination, you can help ensure that volunteers receive the recognition they deserve.

Additionally, please find a bookmark enclosed which invites you to visit the **ServiceOntario for Not-for-profits** site, a new government resource to help start and manage not-for-profits.

Thank you for participating.

Yours truly,

Michael Chan  
Minister



AMO Communications  
<communicate@amo.on.ca>

12/01/2014 11:05 AM

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

cc

bcc

Subject AMO REPORT TO MEMBERS

December 1, 2014

## AMO Report to Member Municipalities Highlights of the November 2014 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the November 2014 Board meeting include:

**Budget and Work Plan for 2014-15:** The Board approved its budget and work plan. President Gary McNamara and Secretary-Treasurer, Elizabeth Savill noted that the Board will be busy addressing a wide range of policy development as input to the over 30 provincial priority initiatives contained in Ministers' mandate letters. In addition, there are corporate initiatives, such as the councillor training sessions and new on-line training modules and changes to the reporting system to implement the permanent AMO - Canada Gas Tax Agreement. The President will be sending members of councils more information on the Board's strategic objectives and work activity for 2014-15 in the coming weeks.

**Board Vacancies:** There are a total of eight vacancies across four caucuses. The Board has approved the process for filling these vacancies which includes a call for nomination. The details of the process, the qualifications and other requirements will be sent to the membership later this week. If you are interested in being nominated, please read the material carefully and note the deadlines. It is the Board's intent to make a decision on the vacancies at its January 30 meeting.

**Contact:** Ms. Pat Vanini, Executive Director, e-mail: [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca), ext. 316 or Lorna Ruder, Executive Assistant to the President and Board, e-mail: [lruder@amo.on.ca](mailto:lruder@amo.on.ca), ext. 341.

### Bill 8 – Public Sector and MPP Accountability and Transparency

The Board was updated on the recent Standing Committee hearings on this Bill. There were a cross section of presenters, including the integrity commissioners, the Provincial and a municipal auditor general, the provincial and Toronto Ombudsman and the Constitutional Rights Centre which question the constitutionality of some of the government's oversight framework in the Bill as it relates to municipal governments. The Standing Committee is to debate motions to amend the Bill and will conclude its work on December 3<sup>rd</sup>. AMO will keep its members informed as to what amendments were made to the Bill as a result of the hearings.

### Blue Box Arbitration and Waste Diversion Policy

On November 25<sup>th</sup>, the Honourable Robert Armstrong, Q.C. released his arbitration decision related to the amount of the 2014 Blue Box payment to municipalities from the steward producers. The Arbitrator concluded that the Steward Obligation is \$115,172,322, which is higher than the current 2014 interim payments. Materials on the decision were sent to AMO members last week and are on the [website](#). The Board was briefed on the upcoming future Blue Box framework negotiations with stewards as well as the Province's new waste reduction legislation expected in 2015. AMO and the City of Toronto, with staff support from Regional Public Works Commissioners of Ontario (RPWCO) and Municipal Waste Association (MWA), will work together to ensure that the municipal sector is prepared for these discussions.

**Contact:** Monika Turner, Director of Policy, email: [mturner@amo.on.ca](mailto:mturner@amo.on.ca), ext. 318.

### **Municipal Hazardous and Special Waste (MHSW) Update**

The discussions regarding Phase 1 Materials Agreement with Stewardship Ontario (SO) have taken place. AMO, RPWCO and MWA agreed with SO to amend the current agreement to clarify how materials moved to an Independent Stewardship Plan would be handled. AMO, RPWCO and MWA asked that a clause to reflect increased costs be added, which remains outstanding.

The Ministry of the Environment and Climate Change (MOECC) Phase 2 funding to municipalities ended October 1<sup>st</sup>. The Ministry has expected that stewards would organize and undertake voluntary programs for municipally collected materials. Discussions with producers and steward associations have been taking place. Achieving funding to replace what the Ministry once provided is a challenge. For the sector, AMO, MWA and RPWCO will continue to negotiate.

**Contact:** Cathie Brown, Senior Advisor, email: [cathiebrown@amo.on.ca](mailto:cathiebrown@amo.on.ca), ext. 342.

### **Electricity Distributors Association (EDA) – Project Green Light**

The Project Green Light proposal provides a feasible and more rational alternative to electricity delivery than the current configuration. "Shoulder-to-shoulder" electricity delivery using local distribution companies will bring about efficiencies and more effective services. The Province is considering the sale of Hydro One distribution assets. The position of the EDA is that keeping Hydro One assets whole works against this type of efficiency. AMO will work with the EDA to meet with Ministers to advance Project Green Light. For more information, see ([EDA link](#)).

### **Personal Support Workers' Wage Enhancement and Impacts on Long-Term Care Homes**

As announced in the 2014 Budget, the Province is increasing the wages of Personal Support Workers (PSWs) by a set amount. While a laudable initiative, there are labour relations and cost implications for municipal long-term care facilities. AMO believes that the government should establish a minimum wage threshold for each of the program years instead of its approach which is to mandate across the board minimum wage increases. This will still allow the government to meet its policy intent of raising the wages of low paid PSWs while at the same time preventing significant labour cost increases in municipal Long-Term Care Homes where wage rates are already much higher. AMO is also calling on the government to formally consult AMO on future years' implementation.

**Contact:** Michael Jacek, Senior Advisor, email: [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), ext. 329.

### **Early Childhood Educator's Wage Enhancement**

The Board was informed that, as announced in the 2014 Budget, the Province is seeking to increase the wages of Early Childhood Educators (ECEs) in the province. Wage enhancements will start with an average increase of \$1 per hour in 2015 and a further average \$1 increase in 2016 for ECEs who work in licensed child care facilities. The voluntary initiative should help stabilize child care operators and support their ability to recruit and retain qualified ECEs in their employ. Directly operated municipal child care facilities will be eligible to receive the increase as will other child care providers, including non-profit and for-profit organizations.

**Contact:** Michael Jacek, Senior Advisor, email: [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), ext. 329.

### **Investing Federal Gas Tax Funds in the One Investment Program**

Four municipalities have chosen to invest their federal Gas Tax fund allocation into the One Investment

Program – the Township of Carling, the Township of Hilliard, the Township of The Archipelago and the Municipality of Red Lake. Total investment is \$246,178. These municipalities want to grow their federal Gas Tax allocation over time to pay for a future project.

**Contact:** Judy Dezell, Manager, Gas Tax Implementation, email: [jdezell@amo.on.ca](mailto:jdezell@amo.on.ca), ext. 306.

### MEPCO Update

MEPCO Chair Doug Reycraft provided an update on the recently approved [OMERS Sponsors Corporation Board Primary Plan Funding Management Strategy](#). The Strategy outlines how benefits and contributions will be modified as the OMERS Primary Plan cycles, over time, through periods of funding deficit and surplus. The Board's work plan and budget for 2015 were approved and the 2015 MEPCO billing process is unchanged from the previous two years. Invoices are based on municipal employee data supplied by OMERS, and will be forwarded to Heads of Council, CAOs and accounts payable staff in January. The 2013 MEPCO Annual Report is available on the [MEPCO website](#).

**Contact:** Bruce McLeod, MEPCO Coordinator, email: [bmcLeod@amo.on.ca](mailto:bmcLeod@amo.on.ca), ext. 350.

### LAS Update

Eighty-three municipalities are upgrading their entire streetlight network using the LAS LED Streetlight Service. As a result of a recent RFP for product, Cree was once again selected as the successful supplier, due to the quality of their product and a 20% price reduction. If you are serious about reducing your electricity bill and also improving the quality of lighting in your municipality, contact Scott Vokey today.

**Contact:** Scott Vokey, Manager of Energy Services, email: [svokey@amo.on.ca](mailto:svokey@amo.on.ca), ext. 357.

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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.

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## **Revise Anti-SLAPP Bill to Address Northern Ontario Concerns: Northern Municipalities**

**December 2, 2014** - Northern Ontario Municipal leaders are expressing concerns that the Government of Ontario has moved forward with re-introduction of its anti-SLAPP legislation without proper consultations with industry, municipalities, and others who will be impacted by the proposed changes.

The law will weaken the protection of victims of public attack by allowing individuals and organizations that cause harm to others to seek a ruling without a proper legal case having been heard as to whether the complaint is valid.

"It is rare to see a level of government pass a law that is designed to give an aggressor more power than the harmed party, but as it is currently written Ontario's anti-SLAPP legislation does just that," said Al Spacek, Mayor of Kapuskasing and President of FONOM.

Of particular concern is the support this legislation has received from eNGOs that have been documented to receive foreign funds for the express purpose of harming Canada's resource economy.

"If this is something that Greenpeace and other foreign funded eNGOs want to see enacted, when we've already seen the explicit economic harm they purposely seek to cause our economy, we as a province have to be very leery about moving in this direction," Spacek added.

Groups that have mandates to attack Canada's oil and gas sector, pipeline proposals, forestry and aquaculture sectors have been demonstrated to receive funding from non-Canadian interests to purposefully disrupt economic and resource development in Canada.

As written, this law protects these professional campaigners that represent the business interests of their donors to the same degree it does a volunteer who is genuinely concerned about a local development proposal.

"We are calling on the government to work with Northern Ontario municipalities and our economic development partners to ensure the law strikes the balance of protecting well-meaning volunteers who fear being sued for participating in a decision, while ensuring that same level of protection is not afforded to people who are paid specifically to destroy our economy," said NOMA President Dave Canfield, who is Mayor of Kenora.

Northern Ontario leaders and stakeholders hoped to meet with the government prior to re-introduction of the bill to discuss specific amendments that would satisfy these and other concerns before the bill is debated in the legislature.

-30-

**For More Information:**

Mayor Al Spacek of Kapuskasing  
President of FONOM  
705-335-0001

Mayor Dave Canfield of Kenora  
President of NOMA  
807-467-2018 (Office)  
807-468-1115 (Cell)



DEC - 8 2014

December 5, 2014

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

Dear Mayor Avis:

On behalf of our 1.4 million Ontario customers and 2,400 employees, Union Gas believes we are obligated to bring an important issue to your attention which, if left unchecked, will hit your constituents with higher energy costs and threaten the competitiveness and vitality of Ontario's economy.

TransCanada Pipeline's (TCPL) Energy East oil pipeline project was filed with the National Energy Board on October 30, 2014. As filed, the project will increase natural gas costs for hardworking Ontarians and employers, and reduce important supplies of natural gas to eastern Ontario to serve existing and future customers.

Ensuring Canadian energy can safely and reliably reach consumers in Ontario, across Canada and throughout the global marketplace is a fundamental priority for Union Gas. It is however completely unacceptable for TCPL to disadvantage existing customers, forcing them to pay for someone else's pipeline while reducing access to natural gas in the process. Yet that is TCPL's current plan, to take an existing portion of the natural gas pipeline between North Bay and Cornwall – which is fully used by natural gas consumers, especially important during the coldest months of the year – and convert it to oil. TCPL then proposes that Ontarians should pay for a new, smaller natural gas pipeline which will supply less natural gas.

There is a simple solution: TCPL should build and pay for a new oil pipeline from North Bay to Cornwall. With this approach, we would support Energy East.

Union Gas has been serving Ontarians for 100 years and we have nothing to lose or gain commercially from taking a stand on the Energy East pipeline. In the spirit of serving and protecting our customers for over a century, we have spent the last year in discussions with TCPL and other partners in an effort to resolve the issue. We continue to hope a resolution is possible, however TCPL's filing of the project with the National Energy Board has further jeopardized a positive outcome.

Ontario is already struggling to compete and recover from the economic recession. Affordable energy is a critical piece of Ontario's economic development. In order for this project to be truly in the national interest, it has to represent Ontario's best interests. TCPL's current proposal falls short. To learn more, please refer to the attached briefing note and visit [www.fairenergyeast.ca](http://www.fairenergyeast.ca).

**We urge you to join us in defending Ontario's natural gas customers and ensure your constituents' interests are heard on this important issue by letting TCPL know your concerns.**

Please let us know if you need further information or background. Your local District Manager, James Coultis, would be pleased to answer your questions at 807-684-8818 or email at [rjcoultis@uniongas.com](mailto:rjcoultis@uniongas.com).

Sincerely,



Steve Baker  
President



DEC - 8 2014

## Briefing Note

### Issue Summary

TransCanada Corporation (TCPL) has filed an application to the National Energy Board (NEB) seeking approval to convert parts of its mainline natural gas system between Western Canada and Ottawa in order to transport oil as part of its Energy East project. The portion of this system between Western Canada and North Bay is underutilized and can be taken out of gas service without significant impact. However, the section between North Bay and Ottawa is currently fully utilized by gas consumers in Eastern Ontario and Quebec. Taking this line out of service would create capacity problems and mean that the needs of natural gas customers could not be met.

In its filing, TCPL proposed to address the capacity shortfall problem for natural gas consumers in Eastern Ontario and Quebec by: (a) using other existing smaller pipelines that connect North Bay, Toronto, and Ottawa; and, (b) building a replacement natural gas pipeline between Toronto and Montreal. Collectively, these lines are referred to as the Eastern Triangle (see map below).

There are two key issues with TCPL's current filing: (1) the capacity would be half of the capacity being removed, thereby leaving some industrial and institutional customers without the gas they need and currently use in the winter; and (2) new costs would be imposed on gas customers with no added benefit.

The Eastern Canadian local distribution companies (LDCs), made up of Enbridge Gas Distribution, Gaz Metro and Union Gas, are taking a joint stance on this important issue to ensure the fair treatment of our combined 3.6 million customers in Ontario and Quebec - including schools, hospitals, homes and industries - who are dependent on TCPL's mainline system for natural gas supply.



### Explaining the Key Positions

TCPL has failed to address the concerns outlined below regarding increased costs and the impact that loss of capacity would have on consumers.

#### 1. New Cost to Natural Gas Consumers

|   | Proposed Change to Mainline                      | Estimated Capital Cost to Gas Ratepayers |
|---|--------------------------------------------------|------------------------------------------|
| 1 | Convert Western Canada to North Bay to oil       | - \$600 million                          |
| 2 | Convert North Bay to Ottawa to oil               | -\$400 million                           |
| 3 | Add new gas pipeline to replace section #2 above | over \$2,000 million                     |
|   | <b>NET cost to gas consumers</b>                 | <b>more than \$1,000 million</b>         |



**ONTARIO  
PARKS**

Sioux Narrows Provincial Park  
P.O. Box 5080  
808 Robertson St.  
Kenora Ontario P9N 3X9

PH: 807 468 2669  
FAX: 807 468 2737  
www.ontarioparks.com

December 5, 2014

DEC - 8 2014

Township of Fort Frances  
P.O. Box 38  
320 Portage Ave.  
Fort Frances ON P9A 3M5

Dear Sir or Madam,

**Decision Notice: Sioux Narrows Provincial Park Management Plan**

Ontario Parks (Ministry of Natural Resources and Forestry) is pleased to announce the completion of the Sioux Narrows Provincial Park Management Plan. This plan will guide resource stewardship, protection and operations, in addition to the management of visitors and future development of the park. This document identifies management direction for the park over the next 20 years; however, it may be reviewed and revised to address changing issues or conditions as necessary.

A decision notice relating to the Sioux Narrows Provincial Park Management Plan will be posted on the Environmental Registry of the Environmental Bill of Rights (Registry Number: 011-9632) website at: [www.ontario.ca/ebor](http://www.ontario.ca/ebor).

The approved management plan document is available as a PDF on the Ontario Parks website at: [www.OntarioParks.com/planning](http://www.OntarioParks.com/planning).

Hard copies are also available by visiting or contacting:

- Ontario Parks Northwest Zone, Suite 221D, 435 James Street S., Thunder Bay (807) 475-1321
- Ministry of Natural Resources and Forestry, P.O. Box 5080, 808 Robertson St., Kenora, (807) 468-2501

If you have questions or comments regarding the management plan, or if you would like to suggest a time for a meeting, please contact me at (807) 468-2669.

Yours truly,

Matt Yeo  
Superintendent, Sioux Narrows Provincial Park

MNR/Ontario Parks is collecting your personal information and comments under the authority of Ontario's *Provincial Parks and Conservation Reserves Act*. Any personal information you provide (address, name, telephone, etc.) will be protected in accordance with the *Freedom of Information and Protection of Privacy Act*, however your comments will become part of the record of consultation and may be shared with the general public. Your personal information may be used by the MNR to send you information about future MNR planning initiatives in the park area. If you have questions about the use of your personal information, please contact Katherine Onyshkewych at (807) 475-1266.



AMO Communications  
<communicate@amo.on.ca>

12/05/2014 03:35 PM

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

cc

bcc

Subject AMO Policy Update - Bill 8, Accountability and Transparency Measures Update

December 5, 2014

## Bill 8, Accountability and Transparency Measures Update

The Standing Committee on General Government passed amendments to Bill 8 this week. The Bill is apparently scheduled for Third Reading on December 8<sup>th</sup>. We have not been advised as to what schedules may be proclaimed and when.

AMO has reviewed the amended Bill 8 and understands that it will do the following:

- If a municipality does not appoint a municipal ombudsman, the Ontario Ombudsman will become the default municipal ombudsman.
- If a municipality appoints a municipal ombudsman, the Ontario Ombudsman may investigate the same complaint as the municipal ombudsman if the municipal ombudsman has refused to investigate the complaint; the municipal ombudsman has investigated and concluded his or her investigation of the complaint; or the time for bringing the complaint to the municipal ombudsman has expired. In addition, the Ontario Ombudsman will be able to conduct "systemic" investigations on his own motion.
- The Ontario Ombudsman will be able to investigate complaints that are within the jurisdiction of a municipal auditor general, registrar, or a municipal integrity commissioner if the municipal auditor general or integrity commissioner refuses to investigate, has completed and concluded his or her investigation, or the time for bringing a complaint has expired.
- Any party directly affected by an investigation by the Ontario Ombudsman will be able to apply to a court to determine whether the Ontario Ombudsman has jurisdiction to investigate.
- The existing closed meeting investigation regime will be maintained. The Ontario Ombudsman will continue to be the default closed meeting investigator where a municipality has not appointed a closed meeting investigator. The review provision of another closed meeting investigator's decision by the Ontario Ombudsman was deleted. The definition of meeting will fall to the *Municipal Act* review.
- The Patient Ombudsman will be appointed for one five-year term, renewable for one further term of five years.
- Caregivers will be able to make complaints to the Patient Ombudsman. "Caregiver" will be defined in regulation.

AMO will seek input on the regulations to this Bill. Watch for the next update on Bill 8.

**AMO Contact:** Pat Vanini, Executive Director, [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca), or 416-971-9856 ext. 316.

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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](#).





**AMO Communications**  
**<communicate@amo.on.ca>**

12/08/2014 08:54 AM

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

cc

bcc

Subject 2014 - 2016 AMO Board of Directors - Request for  
 Nominations To Fill Vacancies

December 8, 2014

To: Head and Members of Council  
 From: Elizabeth Savill, Secretary-Treasurer

Please be advised that in accordance with the Association's By-law and vacancy policy, the Secretary-Treasurer is requesting nominations to fill the following vacancies on the 2014 – 2016 AMO Board of Directors. Candidates chosen to fill the vacancies will complete the term of the Board (August, 2016). Candidates should anticipate that s/he will be interviewed as part of the process to fill the vacancies.

The status of the Board's six Caucuses follows:

- County Caucus – three elected official vacancies to be filled
- Large Urban Caucus – one elected official vacancy to be filled
- Northern Caucus – no vacancy
- Regional and Single Tier (Cities) – three elected official vacancies to be filled
- Rural Caucus – one elected official vacancy to be filled
- Small Urban Caucus – no vacancy

Qualifications and Nomination Requirements:

- ✓ Municipality must be an AMO member in good standing.
- ✓ Candidate for Director shall:
  - be an individual of eighteen (18) or more years of age;
  - not be an undischarged bankrupt; and
  - not be declared incapable.
- ✓ No Member Municipality may be represented on the Board by more than one Director, either a municipal elected official or a municipal employee.
- ✓ Qualified Nominees must obtain a Council resolution of support which must also specify the Caucus for which the individual is nominated.

Attached is:

- i) An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who if they become chair of a caucus will then serve on the AMO Executive Committee.
- ii) Nomination Form

Submission:

- ✓ A completed Nomination Form and supporting material must be received no later than 9:00 a.m. Friday, January 16, 2015. Nominations will not be accepted beyond that date.
- ✓ A completed Nomination Form
- ✓ Candidates CV
- ✓ Council's resolution of support

Forward the required information above to the Association via fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director. All candidates will be contacted to confirm receipt of their nominations.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416)

971-9856, ext. 316, e-mail [pvanini@amo.on.ca](mailto:pvanini@amo.on.ca) or Lorna Ruder, Executive Assistant, ext. 341, email [lruder@amo.on.ca](mailto:lruder@amo.on.ca).

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AMO Board of Directors 2014 - 2016 Request for Nominations to Fill Vacancies.pdf



Environment  
Canada

Canada

## Notice of Public Consultation Proposed Regulatory Amendment for the Rainy River Mining Project

Environment Canada invites members of the First Nations and the public to participate in a consultation session on the possible use of portions of two creeks for the disposal of mine waste from the proposed Rainy River mine. This would eliminate the fish habitat in these creeks.

These creeks can only be used this way if they are added to a list in the federal *Metal Mining Effluent Regulations*.

The possible change to the regulations is based on two reports written by New Gold:

- a report describing options considered for the disposal of mine waste; and
- a plan to compensate for the fish habitat lost.

Copies of these reports are available at the Fort Frances local library and town office and the Chapple Township office in Barwick.

This notice informs all participants, intended participants and interested parties of the consultation sessions to be held:

### Monday, December 1, 2014

La Place Rendez-vous  
1201 Idylwild Drive  
Fort Frances, Ontario  
7 to 9 p.m.

For more information or to receive documents regarding the consultation sessions:

**Telephone:** 1-800-668-6767 (in Canada only) or 819-997-2800  
**TTY:** 819-994-0736 **Email:** [enviroinfo@ec.gc.ca](mailto:enviroinfo@ec.gc.ca)

### Wednesday, December 3, 2014

Barwick Community Hall  
140 Main Street  
Barwick, Ontario  
6 to 8 p.m.

## Avis de consultation public Proposition de modification du règlement concernant le projet de la mine Rainy River

DEC - 1 2014

Environnement Canada invite les membres des Premières Nations et le public à participer à une session de consultation sur la possible utilisation de portions de deux ruisseaux pour l'entreposage de déchets miniers provenant du projet minier Rainy River. Cette utilisation détruirait l'habitat du poisson présent dans ces ruisseaux.

Ces ruisseaux ne peuvent être utilisés à cette fin, que s'ils sont ajoutés à une liste se trouvant dans le Règlement sur les effluents des mines de métaux.

Les possibles changements au règlement sont fondés sur deux rapports produits par New Gold :

- un rapport décrivant les options considérées pour l'entreposage des déchets miniers, et
- un plan compensatoire pour la perte d'habitat du poisson.

Ces rapports sont disponibles à la bibliothèque publique et au bureau d'administration municipal de Fort Frances ainsi qu'au bureau de Canton de Chapple à Barwick.

Le présent avis vise à informer tous les participants, les participants visés et les parties intéressées, du lieu et de la date des séances de consultation :

### Mercredi le 1<sup>er</sup> décembre 2014

La Place Rendez-vous  
1201 Idylwild Drive  
Fort Frances (Ontario)  
de 19 h à 21 h

### Mercredi le 3 décembre 2014

Barwick Community Hall  
140 Main Street  
Barwick (Ontario)  
de 18 h à 20 h

Pour des renseignements supplémentaires ou pour obtenir des documents sur les séances de consultation :

**Téléphone :** 1-800-668-6767 (au Canada seulement) ou 819-997-2800  
**ATS :** 819-994-0736 **Courriel :** [enviroinfo@ec.gc.ca](mailto:enviroinfo@ec.gc.ca)



**Community Services Executive Committee**  
**Minutes of Meeting**

**Date:** Monday, November 19, 2014    **Session No.** 66

This meeting of the Community Services Executive Committee was held in the Committee Meeting Room at Town Hall.

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

**Guests:** Wendy Brunetta – Councillor Elect; June Caul – Councillor Elect; Frank Sheppard – Fire Chief

**CALL TO ORDER:**

Hallikas called the meeting to order at 10:36 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 Monday, November 3, 2014 Community Services Executive Committee meeting were approved as circulated.

**ITEMS REFERRED FROM COUNCIL:**

- a) **Boards & Committees Policy & Bylaw** – The Committee supported the Administration & Finance Committee's model to ensure that term limits for boards & committees remain providing there is a sufficient number of suitable applicants. Consideration to extend the limit for a member will be contemplated as necessary.

**NEW BUSINESS:**

- a) **2015 Emergency Services Budget** – F. Sheppard led a discussion through the Fire Hall budget for the upcoming year. M. McCaig outlined the police budget contract numbers for 2015 with a special note that the funding adjustments to the provincial policing model bode well for a reduction in policing costs over the next couple of years of implementation.
- b) **2015 Community Services Budget** – J. Kabel presented the preliminary operating budget for all of Community Services noting that there is a \$14,730 increase over the 2014 budget (\$2,346,280 Revenue, \$3,898,442 Expenses)
- c) **2015 Community Services User Fees** – The committee agreed to present a 2.6% user fee increase to the Special Council Meeting considering user fees. There were also deletions of many of the unused fees in the schedule and approval to maintain some user fees without an increase (i.e. Museum fees and the in-ice advertising fee at MSC)

**NON-AGENDA ITEMS:**

NIL

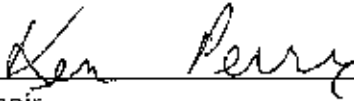


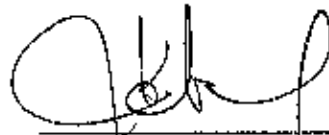
**INFORMATION:**

- a) Next Meeting Date – Monday, December 8, 2014.

**CLOSING**

There being no further matters before the Committee at this time, the meeting was closed by  
A. Hallikas at 12:46 pm.

  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
Manager (or Superintendent)/Secretary

**Community Services Executive Committee**  
**Minutes of Meeting**

**Date:** Monday, November 3, 2014      **Session No.** 65

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; J. Kabel – Division Manager

**CALL TO ORDER:**

A. Hallikas called the meeting to order at 10:26 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 Monday, October 6, 2014 Community Services Executive Committee meeting were approved as circulated.

**ITEMS REFERRED FROM COUNCIL:**

NIL

**NEW BUSINESS:**

**OPEN SESSION**

- a) Saulteaux Consulting & Engineering – Design Services for Children's Complex. The committee evaluated the signed document for service and felt that it is sufficient for the Division Manager (or designate) to sign such a document for service. They didn't feel that it should be necessary to come before Executive or Council for a \$2,500 expenditure, as per the procurement policy.

**IN-CAMERA**

- a) Personnel Matter – verbal report – proceed as directed with student attendant discipline.
- b) Personnel Matter – proceed as directed with SKC board member concern.

**NON-AGENDA ITEMS:**

NIL

**INFORMATION:**

- a) Next Meeting Date – Monday, November 17, 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

# St. Francis Sports Fields Committee Meeting Minutes

Friday November 28 , 2014 – 1:30 P:M

'52 Canadians Meeting Room – Memorial Sports centre

1. Call to Order – In attendance Brendan Hyatt – TNCDSB, Jason Kabel – Town of Fort Frances, Rick Wiedenhoeft- Town of Fort Frances, Travis Enge – RRDSB  
Regrets – Shane Bliss – RRDSB
2. Adoption of Agenda – agenda was approved as written
3. Disclosure of conflict of interest – No conflict of interests were declared
4. New Business
  - a) Review of the Joint use agreement –  
Items from the review – Check on 3b) ensure all parties have a minimum of \$6,000,000.00 dollars liability insurance.  
Check on # 7 as it pertains to meeting annually or as necessary with a written report provided to all parties.  
Rick Wiedenhoeft will do a review and amendment to #6 to read the “Town will be responsible for the maintenance and operating costs of the (add St. Francis) Sports Fields facility.  
Under Management- It was noted that each group was to have a minimum two individuals from each party. Brendan Hyatt will speak to the TNCDSB to get a second member for this committee.
  - b) Fort Frances Tennis Court Committee Request – The request to support the development of a multi-use facility with tennis as the main activity was presented. A letter has already been received from the Northwest Catholic District School Board endorsing the exploration of building tennis courts/multi-use facility. Rick Wiedenhoeft will contact Heather Campbell – Director of Education from RRDSB regarding input on this from her.
5. Meeting was adjourned at 2:00 P:M

## Operations & Facilities Executive Committee

### Minutes of Meeting

**Date: Wednesday, November 19, 2014    Session No. 87**

A meeting of the Operations & Facilities Executive Committee was held in the Committee Room on Wednesday, November 19<sup>th</sup>, 2014 from 7:34 a.m. to 8:55 a.m.

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

Guests: June Caul, Councillor Elected and Wendy Brunetta, Councillor Elected.

1. Call to Order 7:34 a.m.
2. Disclosure of pecuniary interest as required under the *Municipal Conflict of Interest Act* by Committee Members on agenda items. None
3. Agenda items considered at this meeting:
  - 1) Approve the minutes of the meeting of this Committee on November 5<sup>th</sup>, 2014. The minutes were approved as circulated.
  - 2) Review & Endorsement of the Traffic Control By-Law No. 21/14 – the administration report was reviewed and will be forwarded to Council for approval.
  - 3) Operations & Facilities Division – Environmental Area – Operations Statistics - September 2014 – the statistics were reviewed and will be forwarded to Council as information only. No action required.
  - 4) Fort Frances Wastewater Treatment Facility September 2014 Monthly Report – the OCWA September 2014 monthly report was reviewed and will be forward to Council as information only. No action required.
  - 5) Aircraft Landings as of October 31, 2014 – the airport statistics as of October 31, 2014 were reviewed and will be forwarded to Council as information only. No action required.
  - 6) Sewer & Water Data for 2014 updated November 1<sup>st</sup>, 2014 – the Water and Sewer Spreadsheet was reviewed and will be forwarded to Council as information only. No action required.
  - 7) Ministry of the Environment and Climate Change – Provincial Officer's Order – the Provincial Officer's Order was reviewed and will be forwarded to Council as information only. No action required.

- 8) Review of Draft 1 – 2015 Operating and Capital Budget for Operations & Facilities Division – Please bring previously distributed budget package – budget for the Operations & Facilities Division was reviewed where all members of the committee were given an opportunity to receive clarification and ask questions. The budget document will be forwarded to the Treasurer.
- 9) 2015 Operations & Facilities Division User Fees & Charges – the administration report was reviewed where the executive committee recommended to go with a 2.6% increase on the 2014 rates for 2015 and that all fees outlined in the report outside the 2.6% increase scenario be set as presented.

4. Non-Agenda Items:

- 1) Term Limits for Boards and Committees of Council – Mark McCaig highlighted the recommendation that will be put forward by the Planning and Development Executive committee. The Operations & Facilities Executive committee recommended that the recommendation put forward by the Planning and Development Executive committee be endorsed. A memo for the Operations & Facilities Executive committee will be forwarded to the Administration & Finance Executive committee.

5. Resolutions: None.

Adjourned at 8:55 a.m.

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

*Original signed by P. Ryan*

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Chair

*Original Signed by D. Brown*

---

Manager

November 19, 2014 O&F Exec Minutes.doc

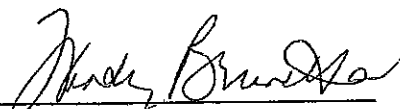
The Planning and Development Executive Committee held it's regular meeting in the Civic Centre Committee Room on Monday the 17<sup>th</sup> day of November 2014 at 8:00 a.m., with the following persons present:

John Albanese (Chair), Rick Wiedenhoeft, Doug Kitowski, Faye Flatt, Mark McCaig, Doug Brown, Laurel Langtry, Glenn Carmody, Patsy Boustead, Larry Phillips, Dave Petsnick

1. CALL TO ORDER – 8:00 a.m.
2. IDENTIFICATION OF NON-AGENDA ITEMS - None
3. DISCLOSURE OF PECUNIARY INTEREST – Doug Kitowski declared on item 5(a) stating the property owner was a relative of his. When the matter was discussed Councillor Kitowski left the committee room and did not participate in discussions on the matter.
4. MINUTES OF PREVIOUS MEETING – The minutes of November 3, 2014 were approved as circulated (Wiedenhoeft/Kitowski).
5. IN-CAMERA  
Res. No. 2014-09 – (Wiedenhoeft/Albanese) That the meeting of the Planning and Development Executive Committee now meet in-camera at 8:06 am in order to address (a) a proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes.

**CARRIED**

- a. 350/352 Pit Road #1 – The Municipal Planner will conduct further research as discussed and will advise members.
6. BUSINESS
  - a. 2015 Budget Capital and Operating Projections
  - b. 2015 User Fees
  - c. Taxi License By-Law Draft – A recommendation will be made to council to approve the by-law as drafted and presented to the committee.
  - d. Traffic Control By-Law – The Operations & Facilities Executive Committee will consider the by-law at it's next meeting and, if supported, a recommendation will be made to council that the by-law be approved.
  - e. Boards and Committees – Review of By-Laws 6/77 and 21/94, Policy 1.4 – A recommendation will be made to the Administration & Finance Executive Committee, as the lead committee, that the terms of appointment be maintained but that the term may be extended if there are insufficient applicants to fill available vacancies, and further that a full review of the by-laws and policy be conducted as time permits.
7. NON-AGENDA ITEMS - None
8. NEXT REGULAR MEETING DATE - 8 December 2014 at 8:00 am
9. MEETING CLOSE – The meeting closed by R. Wiedenhoeft at 10:09 a.m.



Chairperson



Municipal Planner/Secretary

**FORT FRANCES MUNICIPAL NON-PROFIT HOUSING CORPORATION**  
**Regular Meeting – April 23, 2014**

A regular meeting of the Board of Directors of the Municipal Non-Profit Housing Corporation held its was held in the Committee Room of the Civic Centre on April 23, 2014 at 10:00 a.m. with the following members present:

Nick Wihnan (Chair), John Albanese (Vice Chair), Faye Flatt (Municipal Planner/Secretary), Mark McCaig (CAO/Treasurer), Gord McBride and Andrew Hallikas (Councillor)

Others Present: Sandra Weir (RRDSSAB)

Regrets: Bill Krukoski

1. **Call to Order** - Chair Wihnan called the meeting to order at 10:00 with quorum present.

2. **Non – Agenda Items** - None

3. **Res. # 07/14 (McBride/Hallikas)** - that the agenda for this meeting be approved.

**CARRIED**

4. **Res. # 08/14 (Hallikas/Albanese)** - that the minutes of meeting held March 13, 2014 be approved as circulated.

**CARRIED**

5. **New Business:**

a. **Res. # 09/14 (Hallikas/McBride)** - that draft 2014 budget be approved as presented by RRDSSAB and amended (capital portion removed).

**CARRIED**

b. Request dated April 4, 2014 from Property Manager (RRDSSB) Re: Amendment to agreement to remove sections 5.3 and 5.4 and replace with RRDSSAB Procurement Policy. After due consideration the Board decided that to maintain the independence and integrity of process, the request be denied.

c. Bill 165 Training – May 15, 2014 – All Board members were invited to attend.

6. **Outstanding Issues**

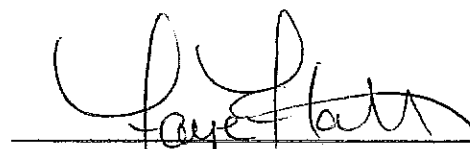
a. Bill 65 – Corporations Act – Potential changes to Letters Patent and/or By-Law – No action at this time.

7. **Non-Agenda Items**

8. **Meeting Close**

The meeting closed at 10.35 a.m.

  
 Chair/Vice-Chair

  
 Secretary

**FORT FRANCES MUNICIPAL NON-PROFIT HOUSING CORPORATION**  
**Regular Meeting – June 12, 2014**

AGENDA ITEM #10.7

A regular meeting of the Board of Directors of the Municipal Non-Profit Housing Corporation held its was held in the Committee Room of the Civic Centre on June 12, 2014 at 12:00 noon with the following members present:


Nick Wihnan (Chair), John Albanese (Vice Chair), Gord McBride, Faye Flatt (Municipal Planner/Secretary), Mark McCaig (CAO/Treasurer)

Others Present: Sandra Weir (RRDSSAB), Jon Evans (BDO)

Regrets: Bill Krukoski, Andrew Hallikas

1. **Call to Order** - Chair Wihnan called the meeting to order at 12:00 with quorum present.
2. **Non – Agenda Items** - None
3. **Res. # 10/14 (Albanese/McBride)** - that the agenda for this meeting be approved as prepared.  
**CARRIED**
4. **Res. # 11/14 (McBride/Albanese)** - that the minutes of meeting held April 23 2014 be approved as circulated.  
**CARRIED**
5. **New Business:**
  - a. **Res. # 12/14 (McBride/Albanese)** - that draft audited Financial Statements for 2013 as prepared and presented by BDO be approved.  
**CARRIED**
  - b. **Res. # 13/14 (Albanese/McBride)** - that the draft Annual Information Return for 2013 as prepared and presented by BDO be approved.  
**CARRIED**
  - c. **Res. # 14/14 (Flatt/McBride)** - that the Capital Budget Forecast for 2014 approved by email vote be and is hereby confirmed as approved.  
**CARRIED**
  - d. **Res. # 15/14 (Albanese/McBride)** - that the 2014 Budget to Actual Comparable Statements for months of January 2014 to and including April 2014 as presented by RRDSSAB be approved.  
**CARRIED**
6. **Outstanding Issues**
  - a. Bill 65 – Corporations Act – Potential changes to Letters Patent and/or By-Law – No action at this time in anticipation of training.
7. **Non-Agenda Items**
8. **Meeting Close** - The meeting closed at 12:35 p.m.

  
Chair/Vice-Chair

  
Secretary



**FORT FRANCES MUNICIPAL NON-PROFIT HOUSING CORPORATION**  
**Regular Meeting – March 13, 2014**

A regular meeting of the Board of Directors of the Municipal Non-Profit Housing Corporation held its was held in the Committee Room of the Civic Centre on December 11, 2013 at 12:00 p.m. with the following members present:

Nick Wihnan (Chair), John Albanese (Vice Chair), Faye Flatt (Municipal Planner/Secretary), Mark McCaig (CAO/Treasurer), Gord McBride and Andrew Hallikas (Councillor)

Others Present: Sandra Weir (RRDSSAB)

Regrets: Bill Krukoski

1. Chair Wihnan called the meeting to order at 12:00 with quorum present.
2. Non – Agenda Items - None
3. **Res. # 01/14 McBride/Hallikas** - that the agenda for this meeting be approved.

**CARRIED**

4. **Res. # 02/14 Hallikas/Albanese** - that the minutes of meeting held December 11, 2013 be approved as circulated.

**CARRIED**

5. **New Business:**

- a. **Res. # 03/14 Hallikas/McBride** - that the financial statements for November and December 2013 be approved as presented by RRDSSAB.

**CARRIED**

- b. **Res. # 04/14 Albanese/Hallikas** – that the 2014 Budget be tabled to the next regular meeting of the Board.

**CARRIED**

- c. **Res. #05/14 Flatt/McBride** – that this meeting of the Fort Frances Municipal Non-Profit Housing Corporation now meet in-camera at 12:08 pm to address a matter pertaining to security of the property of the municipality or local board.

**CARRIED**

**Res. #06/14 McBride/Albanese** – that based on a thorough review of submissions received for RFP 14-AF-12, the Board of the Fort Frances Municipal Non-Profit Housing Corporation hereby awards the contract to Rainy River District Social Services Administration Board as the successful candidate for Property Management Services commencing April 1, 2014 to March 31, 2017.

**CARRIED**

**6. Outstanding Issues**


- a. Bill 65 – Corporations Act – No action at this time as matter was carried to next meeting.

**7. Non-Agenda Items**

**8. Meeting Close**

The meeting closed at 12:45 p.m. with tentative date for next meeting in the first week of May 2014.

  
Chair/Vice-Chair

  
Secretary

**FORT FRANCES MUNICIPAL NON-PROFIT HOUSING CORPORATION**  
**Annual General Meeting - December 11, 2013**

The Board of Directors of the Municipal Non-Profit Housing Corporation held its Annual General Meeting in the Committee Room of the Civic Centre on December 11, 2013 at 12:00 p.m. with the following members present:

John Albanese (Vice Chair), Faye Flatt (Municipal Planner/Secretary), Mark McCaig (CAO/Treasurer), Gord McBride and Andrew Hallikas (Councillor)

Others Present: Sandra Weir (RRDSSAB)

Regrets: Bill Krukoski, Nick Wihnan

1. Vice-Chair Albanese called the meeting to order at 12:01.

2. Non – Agenda Items

8.a. - Market rent for 2014

8.b – 2014 capital plan

3. **Res. # 11/13 McBride/Hallikas** - that the agenda for this meeting be approved.

**CARRIED**

4. **Res. # 12/13 Hallikas/McBride** - that the minutes of meeting held September 11, 2013 be approved as circulated.

**CARRIED**

5. **New Business:**

a. **Res. # 13/13 Hallikas/McBride** - that the financial statements for the months from June 2013 to October 2013 be approved as presented by RRDSSAB.

**CARRIED**

b. **Res. # 14/13 McBride/Hallikas** – that the Board of the Fort Frances Municipal Non-Profit Housing Corporation appoint BDO Dunwoody Canada Ltd. as auditors for the year ended 2013.

**CARRIED**

c. **Res. #15/13 McBride/Hallikas** – that the following Board members of the Fort Frances Municipal Non-Profit Housing Corporation be appointed as Officers for 2014:

President – Nick Wihnan  
 Treasurer – Mark McCaig

Vice-President – Councillor John Albanese  
 Secretary – Faye Flatt

**CARRIED**

d. **Res #16/13 Flatt/Hallikas** – that the Terms of agreement Amending and Extending Charge between the Fort Frances Municipal Non-Profit Housing Corporation and Canada Mortgage and Housing Corporation prepared pursuant to resolution #10/13 passed by the Board on September 11, 2013 (copy attached) be approved for execution by the President and Secretary on behalf of the Corporation.

**CARRIED**

## 6. Outstanding Issues

- a. Bill 65 – Corporations Act – Faye advised that this matter had been referred to our solicitor for review of what the implications were for FFMNPHC and read the response received. It will be reviewed in more detail by Mark and Faye and the solicitor for an update at the next meeting regarding what changes would be required to our Corporate documents.

## 7. Information

- a. Public Officials Liability Insurance – Information obtained from the Town's insurance provider confirmed that the Board of FFMNPHC was covered under the Public Officials Liability Insurance of the Town's policy.
- b. M. McCaig advised that the contract for Property Management Services is due in a few months and that we are required to seek proposals. He provided a verbal update on the process and advised that the Request for Proposal documents would be reviewed (Mark/Faye) and advertised for evaluation at the next meeting.

## 8. Non-Agenda Items

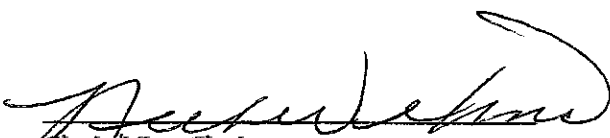
- a. Res. # 17/13 – Flatt/Hallikas – that the Board of Directors of the Fort Frances Municipal Non-Profit Housing Corporation approve the recommendation of RRDSSAB that the market rent for 2014 be increased by .8%.

**CARRIED**

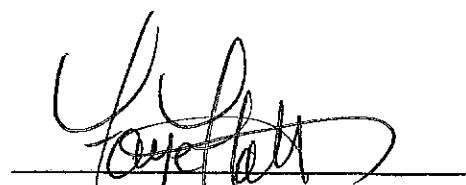
- b. The capital plan for 2014 was reviewed.

## 9. Meeting Close

The meeting closed at 12:45 p.m. with tentative dates for next meeting as February 20<sup>th</sup> or 27<sup>th</sup>, 2014.



Chair/Vice-Chair



Secretary