

# TOWN OF FORT FRANCES

## AGENDA - August 10, 2015

### MEETING - Council Chambers

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#### **1. COUNCIL MEETING**

(Session No. 018) to immediately follow the Committee of the Whole

1.1 Call to Order

1.2 Prayer

1.3 Non-agenda items identified to be considered later in this meeting

1.4 Disclosure of pecuniary interest and the general nature thereof.

#### **2. Delegations/Deputations:**

2.1 Public Hearing to Consider 357/358 Application: (501 Sixth Street West). 4 - 7

- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2015 taxes in the amount of \$1318.37 under Section 357/358 of the Municipal Act for property located at 501 Sixth Street West in Fort Frances.

2.2 Public Hearing to Consider 357/358 Application: (118 Third Street West). 8 - 10

- approval of this report will agree to the recommendation of the Administration & Finance Executive Committee to approve the adjustment of 2015 taxes in the amount of \$811.68 under Section 357/358 of the Municipal Act for property located at 118 Third Street West in Fort Frances.

#### **3. Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter dated July 22, 2015 from Police Services Board re: Permanent Speed Signs request 11

- will be referred to Operations & Facilities Executive Committee for recommendation with input from Administration & Finance Executive Committee

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3.3 Letters dated July 27, 2015 from City of Thunder Bay, Tourism Division and Heart of the Continent re: Request Financial Support - will be referred to Administration & Finance Executive Committee for recommendation	12 - 15
3.4 Letter dated July 31, 2015 from Fort Frances Girls Hockey Association: Sponsorship Request - will be referred to Administration & Finance Executive Committee for recommendation	16
<b>4. <u>Approval of Council Minutes: *</u></b>	
4.1 Session 017 - July 13, 2015	
<b>5. <u>Approval of Committee of the Whole Minutes: *</u></b>	
5.1 Sessions 026, 027 and 028 - July 13, July 21 and July 27, 2015	
<b>6. <u>Resolutions from tonight's Committee meeting</u></b>	
<b>7. <u>By-Laws:</u></b>	
7.1 Being a By-law to approve a construction agreement with Ed Kaun & Sons Ltd. (Tender 15-PD-14) Construct Animal Shelter and Other Renovations to Town Facilities	17 - 21
7.2 Being a by-law to authorize the execution of a funding agreement with Minister of Agriculture, Food and Rural Affairs under Building Canada Fund for Reconstruction of Colonization Road East.	22 - 68
7.3 Being a by-law to authorize the execution of a funding agreement (upon arrival) with the Minister of Industry - FedNor for Rainy Lake Market Square project.	69
7.4 Being a By-Law for Regulating, Governing and Prohibiting the Operation of Off-Road and All Terrain Vehicles.	70 - 72
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- AMO Policy Update - Infrastructure Funding	
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<b>12. <u>ADJOURNMENT</u></b>	
<b>13. <u>* Previously distributed to Council</u></b>	
<b>14. <u>** Items can be viewed by contacting the Clerk</u></b>	



**ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2015/84**

**TO: Mayor Avis & Members of Council**  
**FROM: Laurie Witherspoon, Treasurer**  
**DATE: August 4, 2015**  
**SUBJECT: 357/358 Applications for Tax Adjustment**  
**Re: 501 Sixth Street W. (2015) Roll # 5912-010-001-02800-0000**

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## **BACKGROUND**

Attached is the 357/358 Application for reconsideration of assessment and adjustment for 2015 taxes for 501 Sixth Street W. as the tenant vacated the rental property on or about September 30, 2014 and the property's RTC/RTQ change from taxable to exempt as the property is being used for municipal operations.

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

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2015 was delivered to the applicant on July 27, 2015 indicating notification that the public hearing is scheduled for Monday, August 10, 2015.

## **Recommendation**

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2015 taxes in the amount of \$1,318.37 under Section 357/358 of the *Municipal Act* for property located at 501 Sixth Street West in Fort Frances.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2015 taxes in the amount of \$1,318.37 under Section 357/358 of the *Municipal Act* for property located at 501 Sixth Street West in Fort Frances.

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

July 27, 2015

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

Attention: Clerk

Dear Ms. Slomke:

**Re: Hearing to Consider Section 357/358 Applications**

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, August 10, 2015 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to property located at 501 Sixth Street W. in Fort Frances.

The hearing will give you the opportunity to speak to the application (copy of applications enclosed) if you should so desire.

Sincerely,

  
Laurie A. Witherspoon, CMO  
Treasurer

Enc.

## SECTION 357/358 APPLICATION

Application/Appeal #

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Taxation Year:

Taxation Year:  
2015

Municipality: TOWN OF FORT PRANKES Roll Number: 54-12-010-007-LL8-00  
Property Address: 501 6th St W Applicant Name: TARA RASALA  
Owner Name: TOWN OF FORT PRANKES Contact Number: 274-5323  
Mailing Address: 320 PORTACIE AVE Alternative Num: \_\_\_\_\_  
FF ON P4A 3pg

Reason for Application: (Check one box only)

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

Details of Reason: NO LONGER USED AS A RENTAL UNIT

Effective from: 01/10/15 to 12/31/15 Applicant Signature: [Signature] Date: 02/12/15  
(MM/DD/YY) (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY

**ASSESSOR**

### Assessment Roll As Returned

Revised Since  
Roll Return

**Enter Revisions Below**

## Assessment Report

School Bd: ☐ Eng ☐ Fr ☐ Other

☐ No Change In Assessment☐ S357 Required for Next Year[illegible]

Revised:

Reason for Change (Assessor Comments):

Reason Original Assessment Revised:

Assessor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**TREASURER'S REPORT ON TAX LIABILITY**

RTG/RTQ	Taxable Assessment Reduction	Tax Rate	Days /Months	Tax Adjustment	Original Levy
RTG	- 70,500	.01810018	12	1,318.37	1,318.37

Recommended : ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount \$1,318.37

Comments:

Treasury Position: Treasurer Signature: James A. Witherspoon Date: 07/27/15

**COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:**

Hearing Date (MM/DD/YY): 08/10/15

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

Reason:

Appeared for Applicant \_\_\_\_\_ Appeared for Municipality \_\_\_\_\_

Signature of Council/ARB Member \_\_\_\_\_ Name/Title \_\_\_\_\_

442: 705-0002

2015

Application made under Sec 357/358/359 of the Municipal Act, 2001  
MPAC'S RESPONSE

Taxing Authority:	Fort Frances Town	Application #:	
Roll #:	5912 010 007 118 00	Application Reason:	Became exempt
Address:	501 6th St W	Tax Year:	2015
Claimed Relief Period:		From	Jan.1 To Dec.31

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Property Class	2012 CVA as returned or most recently revised for taxation year noted in application	2015 Phased-In Amount as returned or most recently revised	CVA as revised (Sec 40 or Sec 39.1) if applicable OR after the correction of a factual error. (CVA)	Notional Value of Structure damaged, demolished, razed or removed OR undergoing repairs or renovations (CVA)	Notional Value of Property (land and any remaining bldgs.) after damage, demolition, razing or removal OR undergoing repairs or renovations (CVA)	Assessment			
						2008 CVA	2012 CVA	2015 Phased-In Value Attributed to Value in (H)	2014 Phased-In Value Attributed to Value in (H)
RT	73,000	70,500				63,000	73,000	70,500	68,000
								0	0
TO:								0	0
E	73,000	73,000				74,483	73,000	73,000	73,000
								0	0
								0	0
								0	0

MPAC's Remarks:

MPAC has learned that the property is no longer used as rental unit, taxable tenant removed.

Factor Methodology

Shown below is the CVA and classification that would have been returned for the taxation year of the application in order to reflect the physical circumstances and use set out in the application provided that those circumstances had existed at roll return.

Property Class	2008 CVA	2012 CVA	2015 Phased-In Value	2014 Phased-In Value	Factor Methodology Applied
E	\$74,483	\$73,000	73,000	73,000	PSDF
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	



**ADMINISTRATION & FINANCE DIVISION  
TREASURY REPORT 2015/85**

**TO:** Mayor Avis & Members of Council  
**FROM:** Laurie Witherspoon, Treasurer  
**DATE:** August 4, 2015  
**SUBJECT:** 357/358 Applications for Tax Adjustment  
 Re: 118 Third Street W. (2015) Roll # 5912-010-001-02800-0000

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### **BACKGROUND**

Attached are the 357/358 Application for reconsideration of assessment and adjustments for 2015 taxes for 118 Third Street W. resulting from a house fire on November 16, 2013 that prevented normal use. The structure was removed in September of 2014. The new residential structure constructed will be subject to a supplemental tax billing.

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

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider these Section 357/358 applications for 2013 & 2014 were mailed to the applicant on July 30, 2015 indicating notification that the public hearing is scheduled for Monday, August 10, 2015.

### **Recommendation**

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2015 taxes in the amount of \$811.68 under Section 357/358 of the *Municipal Act* for property located at 118 Third Street West in Fort Frances.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2015 taxes in the amount of \$811.68 under Section 357/358 of the *Municipal Act* for property located at 118 Third Street West in Fort Frances.



Administration & Finance Division  
Civic Centre

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

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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

July 30, 2015

Jack Allan Gray  
Camilla Jo Gray  
118 Third Street W.  
Fort Frances, Ontario  
P9A 3A3

Dear Mr. & Mrs. Gray:

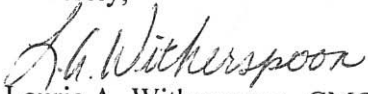
**Re: Hearing to Consider Section 357/358 Applications**

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, August 10, 2015 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to the property located at 118 Third Street W. in the Town of Fort Frances for **2015 tax adjustment for the period of January 1, 2015 to December 31, 2015** as the residential structure damaged by fire was removed in 2014.

The hearing will give you the opportunity to speak to the application (copy of applications enclosed) if you should so desire.

Sincerely,

  
Laurie A. Witherspoon, CMO  
Treasurer

c.c.: L. Slomke, Clerk

Enc.

## SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #

Taxation Year:

2015

Municipality: FORT FRANCES

Roll Number: 51-12.010-001-028-00

Property Address: 118 THIRD ST W

Applicant Name: CAMILLA GRAY

Owner Name: JACK &amp; CAMILLA GRAY

Contact Number: 274-3602

Mailing Address: 118 THIRD ST W

Alternative Num:

FORT FRANCES ON P4433

Reason for Application: (Check one box only)

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

Details of Reason:

FIRE - NOV 17/13 (UNLIVABLE)  
STRUCTURE REMOVED SEPT/14 & BEING REBUILT

Effective from:

01.01.15 to 12.31.15

Applicant Signature:

Camilla Gray

Date: 03.03.15

ASSESSMENT REPORT:

MUNICIPALITY

ASSESSOR

Assessment Roll  
As ReturnedRevised Since  
Roll Return☐

Enter Revisions Below

Assessment Report

School Bd:

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

RTC/RTQ

2005  
Base-year  
CVA2008  
Base-year  
CVACurrent  
Phased  
AssessmentRevised  
RTC/RTQRevised 2005  
Base-year  
CVARevised 2008  
Base-year  
CVARevised  
Current Phased  
AssessmentChange to  
Current Phased  
Assessment

Revised:

Reason for Change (Assessor Comments):

Reason Original Assessment Revised:

Assessor Name:

Signature:

Date:

## TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	Days / Months	Tax Adjustment	Original Levy
RTEP	-43,405	.01870018	12	811.68	1,365.11

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$811.68

Comments:

Treasury Position:

Treasurer

Signature:

Laurie Witherspoon

Date:

07.30.15

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 08.10.15

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

Reason:

Appeared for Applicant

Appeared for Municipality

Signature of Council/ARB Member

Name/Title

**POLICE SERVICES BOARD**

July 22, 2015

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 July 10, 2015, the issue of "permanent speed signs" was discussed.

The Board would like to suggest that funds be set aside in the Police Services Board Budget annually to purchase "permanent speed signs" for areas in town that have chronic speeders, such as Colonization West and the 4 lanes from Central Avenue to Keating Avenue.

This topic has been an ongoing issue with the Board and the OPP.

Yours truly

  
Rick Wiedenhoeft  
Chair

/elh



**City of Thunder Bay, Tourism Division**

Whalen Building, Suite 701

34 N. Cumberland St.

Thunder Bay, ON Canada P7A 4L4

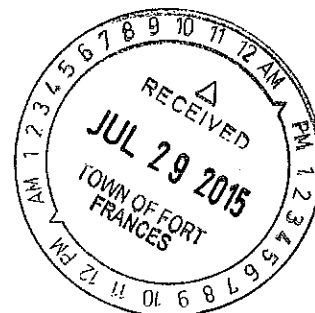
Tel: 807-625-3788 / 1-800-668-9360

Fax: 807-623-3789

Email: [visit@thunderbay.ca](mailto:visit@thunderbay.ca)

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

[www.visitthunderbay.com](http://www.visitthunderbay.com)



July 27, 2015

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

Mayor Avis and Council,

Tourism Thunder Bay is soliciting financial support from our Northwest Ontario regional partners involved in the Heart of the Continent – National Geographic website and app – [www.traveltheheart.org](http://www.traveltheheart.org).

Tourism Thunder Bay applied and has been approved for Tourism Northern Ontario partnership funding to provide marketing for the newly launch online travel planning tool that has nominations for the Northwest Ontario border region connected along the Highway 11 corridor.

The province of Ontario will match up to \$10,000 of the funds contributed to the project by municipal and community partners. At the end of the day, the Canadian contribution to this bi-national project with Northeast Minnesota partners could be \$20,000 if we all contribute a share.

The promotion of the TravelTheHeart website and its mobile app fits with Tourism Northern Ontario's strategy to engage the Internet as a travel planning tool, using social media platforms to drive visitor interest and provide a mobile friendly app that can play a role in travel planning and easy wayfinding when in the region.

The promotion of the new website will target Northwest Ontario's best bet markets of the near border states of Minnesota, Wisconsin, Michigan, Illinois, Iowa and North Dakota along with Canadian markets in Manitoba and southern Ontario.

The City of Thunder Bay Tourism Division will allocate \$5,000 of the \$10,000 to the project and is asking you, our regional partners - Fort Frances, Atikokan, Oliver Paipoonge, Neebing, Rainy River First Nation and Couchiching First Nation - to contribute a combined upset limit of \$5000.

**The ask of the Town of Fort Frances is \$1500.** I realize budgets are constricted but this is an opportunity to double your contribution for what is expected to be a \$60,000 - \$80,000 tourism marketing campaign using social and digital media that will promote tourism businesses and

experiences in your communities. As the project completion date is March 31, 2016, you have the opportunity to contribute in your 2016 fiscal budgets with payment due by March 31, 2016.

Please contact John Cameron, Tourism Development Officer at Tourism Thunder Bay who is acting as the Canadian lead for this project and indicate an amount that your community or organization may be able to contribute. It should be noted that we will also be asking our Ontario provincial partners at Ontario Parks and Fort William Historical Park for contributions, but since they are provincial government entities, their monies are not eligible for the matching funds from the province.

You can contact John Cameron at [jcameron@thunderbay.ca](mailto:jcameron@thunderbay.ca) or call 807-625-3231.

I look forward to hearing from you soon with your commitment, so we can sign the Partnership Memorandum of Understanding with Tourism Northern Ontario. Again, thanks for your consideration in this matter and look forward to hearing from you soon.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'P. Pepe', with a stylized, cursive script.

Paul Anthony Pepe  
Manager, Tourism Thunder Bay  
Marketing Lead for RTO13C – Visit Northwest Ontario



July 27, 2015

Dear Regional Tourism Partner:

The Heart of the Continent Partnership (HOCP) and the National Geographic Society Maps Division (NGS) launched [www.traveltheheart.org](http://www.traveltheheart.org) on March 19 and 20, 2015. This milestone included media conferences and public celebrations in Duluth, Grand Portage and Thunder Bay.

From January 1 to May 28, 2015 there have been 7789 sessions on the website by 6316 users, viewing 19,824 pages. This is significant traffic on the website, for which there has been no marketing or promotion. We are now ready to begin creating awareness of the website through social and electronic media and we invite you to join us in supporting these efforts.

The target audience is travelers all over the world; with the NGS brand we believe this is the right target. This initiative is meant to complement the marketing work that is done by individual communities and businesses in the region, expand the advertising reach, and create awareness of travel opportunities in the region to new audiences around the world.

Based on the outcome of our fundraising efforts we plan to implement some or all of the following marketing plans, as soon as possible. We have engaged WA Fisher Advertising and Printing in Virginia, MN and Aim Clear in Duluth, MN to provide these services. Our goal is to raise \$50,000 - \$75,000 for year one of this campaign.

Marketing strategies will include some or all of the following, based on availability of funds:

- HOC channels on Facebook, Pinterest, Twitter and Instagram: #TravelTheHeart
- Pay-per-click advertising on Facebook and Pinterest
- Electronic advertorials in Minneapolis/St. Paul, Chicago, Milwaukee, Madison, Des Moines, Indianapolis, Omaha, Sioux Falls, St. Louis, Toronto and Winnipeg
- Behaviorally targeted display ads and email
- Electronic ads on (for example) Lake Superior Magazine, Boundary Waters Journal, National Parks Magazine websites

The HOCP is reaching out to the following organizations, with hope that you will join us in promoting the unique and authentic things in the region.

214 Main Street W. P.O. Box 218  
Atikokan Ontario P0T1C0  
[www.heartofthecontinent.org](http://www.heartofthecontinent.org)

phone (807) 598-1074  
fax (807) 597-2726  
[hocp@heartofthecontinent.org](mailto:hocp@heartofthecontinent.org)

Visit Duluth  
Two Harbors Chamber of Commerce  
Heart of the North Shore  
Visit Cook County  
Ely Chamber of Commerce  
Lake Vermilion Resort Association  
Iron Range Tourism Bureau  
Destination Voyageurs National Park  
City of Thunder Bay  
Town of Fort Frances  
Municipality of Neebing  
Ontario Parks

IRRRB  
City of Duluth  
Duluth-Superior Community Foundation  
Grand Portage Band of Chippewa  
Bois Forte Band of Chippewa  
First Nations of Canada  
Tourism Northern Ontario  
FedNor  
Town of Atikokan  
Rainy River First Nations  
Municipality of Oliver Paipoonge  
Fort William Historical Park

Please expect a call from one of our members, in follow-up of this message. Thank you.

Sincerely,

Frank Jewell  
HOCP Steering Committee Chair



# Fort Frances Girls Hockey Association

July 31, 2015

Dear Business Owner and Valued Community Member:

The Fort Frances Girls and Women's Hockey Association (FFGWHA) is a non-profit organization that provides positive, rewarding hockey experience for girls in Fort Frances and surrounding communities. Girls learn how to play hockey but they also learn team work and good sportsmanship that will help develop them into valuable citizens for our communities. Hockey is an empowering sport for girls of all ages and contributes to higher self-esteem, healthy active lifestyles and overall work ethic.

The FFGWHA is submitting this letter to request your support for the 2015-2016 hockey season. We are seeking donations and are changing our sponsorship model this season to make it more convenient for local businesses to donate and contribute to our program to ensure it's long term success. As a business, you can choose at which level you are able to contribute and will not have to take on the responsibility of supporting an entire team in order to support FFGWHA.

Sponsorship monies will go directly towards off-setting the costs of our programs that we offer to the girls in our community. You will receive recognition on our website and Facebook page for the season, your sponsorship will be recognized in all tournament programs and we will be placing a sign in one of our display cases highlighting our generous sponsors.

<b>GOLD</b>	<b>SILVER</b>	<b>BRONZE</b>	<b>FRIENDS</b>
<b>\$750+</b>	<b>\$500+</b>	<b>\$250+</b>	<b>\$100+</b>

If you choose to make a financial donation to support our program, please email [info@ffgwha.com](mailto:info@ffgwha.com) or call or text Craig Miller (Treasurer) at 807-271-1661 by August 21 to indicate that you are able to support FFGWHA and please kindly make cheques payable to "FFGWHA" and mail them to:

FFGWHA  
PO Box 238  
Fort Frances, Ontario  
P9A 3M1

We look forward to your support for FFGWHA.

Thank you,

FFGWHA Sponsorship Committee  
Craig Miller, Treasurer, FFGWHA



TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to approve a construction agreement with Ed Kaun & Sons Ltd. awarded through a tender process - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on July 13, 2015, Council approved a report from the CBO which awarded the Tender for Construction of a New Animal Shelter and other Renovations to Town Facilities to Ed Kaun & Sons Ltd.(Tender No. 15-PD-14);

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

1. That pursuant to the award of the tender under 15-PD-14, the following construction agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

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

READ THREE TIMES and finally passed in open Council this 10<sup>th</sup> day of August 2015.

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

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

## SCHEDULE 2

### AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

*Ed Kaun & Sons Ltd*

(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 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 actual measured quantities 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: Administrator

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

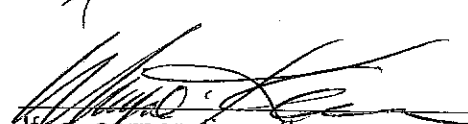
1073A Highway 11/71  
RR#1, RMB 268  
Fort Frances, ON  
P9A 3M2

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.

  
Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:

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

Print name of Witness:

Tyler ReinsonPRINT NAME AND TITLE OF PERSON  
SIGNING:Wayne Kaun, Vice PresidentIF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:Ed Kaun & Sons Ltd

Address of Witness:

1309 Kings Highway  
Fort Frances, On PQA 2X9

Address of Contractor:

1073A Highway 11/71  
RR#1 RMB 268Fort Frances, On PQA 3M2

Phone Number of Witness:

807-274-3208

Phone Number of Contractor:

807-274-6246Fax Number: 807-274-7389Cell Number: 807-275-9459

The Corporation of the Town of Fort Frances

per:  
\_\_\_\_\_per:  
\_\_\_\_\_

I/we have authority to bind the Town

TOWN OF FORT FRANCESBY-LAW NO. xx/15

(Being a by-law to authorize the execution of a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs - the *Municipal Act, 2001*, S.O. 2001 c. 25, Section 11.)

WHEREAS on August 10, 2015, Council approved a recommendation from the Manager of Operations and Facilities to enter into a funding agreement with New Building Canada Fund – Small Communities Funding Agreement for funding for Reconstruction of Colonization Road East;

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 10<sup>th</sup> day of August 2015.

\_\_\_\_\_  
R. Avis, MAYOR

\_\_\_\_\_  
E. Slomke, CLERK

## NEW BUILDING CANADA FUND – SMALL COMMUNITIES FUND AGREEMENT

### BETWEEN:

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

(the “**Province**”)

– and –

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

(the “**Recipient**”)

### I. BACKGROUND

The Government of Canada established the Small Communities Fund (the “**SCF**”) as a component of the New Building Canada Fund under the Economic Action Plan 2013 as a renewed commitment to infrastructure priorities across Canada.

The Government of Canada has committed one billion dollars (\$1,000,000,000.00) over ten (10) years towards the SCF for projects in smaller communities that address local priorities while contributing to national or regional objectives, support economic growth, a clean environment and stronger communities.

The purpose of the SCF is to improve and renew public infrastructure in Ontario’s communities with populations under one hundred thousand (100,000) people.

The Government of Ontario has also made a renewed commitment to infrastructure within Ontario.

The Government of Canada and the Government of Ontario entered into the Canada – Ontario New Building Canada Fund Small Communities Fund Funding Agreement 2014-2024, effective November 3, 2014, which set out the rights, obligations and requirements with respect to investments under the SCF.

The Recipient applied to the SCF for funding to assist the Recipient in carrying out the Project, the Recipient is eligible to receive funding under the SCF and both Ontario and Canada wish to provide funding for the Project.

### II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the “**Agreement**”) and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

### III. ENTIRE AGREEMENT

This Agreement, including

Schedule “A” – General Terms And Conditions,  
Schedule “B” – Operational Requirements And Additional Terms and Conditions,

Schedule “C” – Project Description,  
 Schedule “D” – Project Financial Information,  
 Schedule “E” – Communications Protocol,  
 Schedule “F” – Reporting Requirements, and  
 any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

#### **IV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### **V. AMENDING AGREEMENT**

This Agreement may only be amended by a written agreement duly executed by the Parties.

#### **VI. ACKNOWLEDGEMENT**

The Recipient:

- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) Agrees to be bound by the terms and conditions in the entire Agreement.

**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: Randy Jackiw  
 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**

**AFFIX  
 CORPORATE  
 SEAL**

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

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

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

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

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

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

I/We have the authority to bind the Recipient.



## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

**1.1 Interpretation.** For the purposes of interpreting this Agreement:

- (a) Words in the singular include the plural and *vice versa*;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference only and will not affect the interpretation of this Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as that statute and regulations may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles in effect in Canada; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**1.2 Definitions.** In this Agreement, the following terms will have the following meaning

**“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*.

**“Additional Conditions”** means the terms and conditions referred to in section 9.1 of Schedule “A” of this Agreement and specified in section 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 and as treated or defined under Generally Accepted Accounting Principles.

**“Asset”** means any moveable or non-moveable real or personal property constructed, rehabilitated or improved, in whole or in part, with Funds provided under this Agreement.

**“Auditor General”** means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

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

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance

Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Canada”** means Her Majesty the Queen in Right of Canada.

**“Communications Protocol”** means the protocol set out under Schedule “E” 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 the Project or this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

**“Eligible Costs”** means those costs set out under section D.3 of Schedule “D” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section 15.1 of Schedule “A” of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

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

**“Funding Year”** means:

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

**“Funds”** means the money provided to the Recipient pursuant to this Agreement.

**“Holdback”** means the amount set out under section D.1.2 of Schedule “D” of this Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, appointees, officers, employees, servants and agents as well as Her Majesty the Queen in Right of Canada, Her Ministers, appointees, officers, employees, servants and agents.

**“Ineligible Costs”** means those costs set out under section D.4 of Schedule “D” of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds the Recipient is eligible to receive under this Agreement, as set out under section D.1.1 of Schedule “D” of this Agreement.

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

**“Notice”** means any communication given or required to be given pursuant to this Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the date set out in section B.1.3 of Schedule “B” of this Agreement and is the first date in which the Recipient may incur Eligible Costs for the Project.

**“Project Completion Date”** means the date set out in section B.1.4 of Schedule “B” of this Agreement and is the last date in which the Recipient may incur Eligible Costs for the Project.

**“Project Investment Commitment”** means the minimum financial contribution that the Recipient will provide toward completing the Project, as set out under section D.2.1 of Schedule “D” of this Agreement.

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

**“Reports”** means the reports set out under Schedule “F” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds 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 legislative provisions, the *BPSAA*, the *PSSDA* and other type of broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Substantial Completion”** has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

**“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.

**1.3 Expiration Of Agreement.** This Agreement will expire on the Expiration Date, unless amended or terminated prior to the Expiration Date in accordance with the terms and conditions of this Agreement.

**1.4 Conflict.** Subject to section 9.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## **ARTICLE 2**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**2.1 General Representations, Warranties And Covenants.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with the full power to fulfill its obligations under this Agreement;
- (b) Where applicable, it has passed the requisite by-laws to enter into this Agreement and undertake the Project;
- (c) It is in compliance with all Requirements of Law and it will remain in compliance with all Requirements of Law throughout the Term of this Agreement;
- (d) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (e) It has secured the funds necessary to meet its Project Investment Commitment;
- (f) It has all permits, approvals, licenses, certificates or other similar documents that are required to carry out any Project or it will apply for all permits, approvals, licenses, certificates or other similar documents before carrying out the Project; and
- (g) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true, correct and complete at the time the Recipient provided it.

**2.2 Execution Of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**2.3 Governance.** The Recipient represents, warrants and covenants that it has in writing and will maintain for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for the Recipient;
- (b) Procedures to ensure the ongoing effective functioning and continuance of the Recipient until the Expiration Date of this Agreement;
- (c) Decision-making mechanisms;
- (d) Procedures for the prudent and effective management of any Funds being provided under this Agreement;
- (e) 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) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (g) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**2.4 *Proof Of Compliance Upon Ontario's Request.*** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of the Agreement.

**2.5 *Additional Covenants.*** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of this Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

### **ARTICLE 3 THE RECIPIENT AND THE PROJECT**

**3.1 *Project Investment Commitment.*** The Recipient will invest a minimum amount equal to the Project Investment Commitment for the Project between the Effective Date of this Agreement and the Project Completion Date or the termination of this Agreement, whichever is sooner.

**3.2 *Project Financing.*** The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation in regards to its Project Investment Commitment changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project in the event that its Project Investment Commitment is not sufficient to complete the Project.

**3.3 *Responsibility For The Project.*** The Recipient acknowledges and agrees that the Recipient is solely responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient further agrees that it will not seek to hold the Province or Canada responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.4 *Project Completion.*** The Recipient will ensure that the Project is Substantially Completed by the Project Completion Date in accordance with the terms and conditions of this Agreement.

## ARTICLE 4

### FUNDS AND CARRYING OUT THE PROJECT

#### 4.1 **Funds Provided.** The Province will:

- (a) Provide the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

#### 4.2 **Limitation On Payment Of Funds.** Despite section 4.1 of Schedule “A” of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 12.2 of Schedule “A” of this Agreement;
- (b) The Province is not obligated to provide any instalment or payment of Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 7 of Schedule “A” of this Agreement;
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs, or
  - (ii) Terminate the Agreement pursuant to section 14.1 of Schedule “A” of this Agreement;
- (e) If the Province does not receive sufficient funds from Canada, the Province is not obligated to make any payment to the Recipient, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds being provided under the Agreement and, in consultation with the Recipient, change the Project without liability, penalty or costs,
  - (ii) Recover Funds already paid to the Recipient, or
  - (iii) Terminate the Agreement in the same manner as is set out under section 14.1 of Schedule “A” of this Agreement;
- (f) The Province may impose a Holdback on any instalment of Funds and will not be obligated to pay that Holdback to the Recipient until forty-five (45) Business Days after the Province approves the Recipient’s Final Report.

#### 4.3 **Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Use the Funds only for Eligible Costs that are directly related to the Project and are for the sole purpose of carrying out the Project; and
- (c) Not use the Funds on Ineligible Costs or to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

- 4.4 Province And Canada's Role Limited To Providing Funds.** For greater clarity, the Province and Canada's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province and Canada are not a decision-maker in regards to the Project nor is the Province or Canada responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province or Canada may conduct reviews and/or audits of the Project as provided for hereinafter or the Province issues directions, consents to changes to the Project or impose conditions upon any consents in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to name the Province or Canada as a decision-maker, advisor or manager of the Project in any matter before a third party, court, tribunal or arbitrator.
- 4.5 Provision Of Funds Does Not Obligate Province Or Canada To Assist Recipient In Obtaining Approvals, Licences or Permits.** The Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature or Parliament to issue any type of approval, licence, permit or similar authorization that the Recipient may need or want in relation to the Project or to meet any terms or conditions under this Agreement.
- 4.6 No Changes.** The Recipient will not make any changes to the Project without providing Notice to the Province and receiving the Province's prior written consent before undertaking any changes to the Project.
- 4.7 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.
- 4.8 Recipient Earning Interest On Funds.** If the Recipient earns any interest on the Funds, the Province may:
- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
  - (b) Demand from the Recipient the repayment of an amount equal to the interest.
- 4.9 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.
- 4.10 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.
- 4.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.
- 4.12 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement is for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE 5

### RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

**5.1 Acquisition.** If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law and any procurement policies that may be applicable to how the Recipient acquires goods, services or both.

Without limiting the generality of the foregoing:

- (a) Where the Recipient is a municipal entity to which the *Municipal Act, 2001* (Ontario) is applicable, the Recipient will follow its procurement policies when procuring goods, services or both; and
- (b) Where the Recipient is a Local Services Board or any other entity not covered by the *Municipal Act, 2001* (Ontario) and the Recipient is looking to procure goods, services or both, the estimated costs of which exceed twenty-five thousand dollars (\$25,000.00), the Recipient will obtain at least three (3) written quotes when procuring goods, services or both.

**5.2 Contracts.** The Recipient will 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) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province see fit in connection with Article 7 of Schedule "A" of this Agreement.

**5.3 Revenue From Assets.** The Recipient will provide Notice to the Province when an Asset in any given Funding Year generates revenue that exceed its costs, including operating costs, alternative financing partnerships or public-private partnership costs and provisions for future life cycle costs. The Province may, in its sole and absolute discretion, deem the amount of revenue generated from the Asset in excess of its costs within the first five (5) years after the Project is Substantially Completed that is proportionate to the Funds provided under this Agreement to be an overpayment and the Recipient will repay that overpayment to the Province.

**5.4 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any Asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase for the time period set out under section B.1.6 of Schedule "B" of this Agreement. In the event the Recipient fails to comply with the requirements set out under this section 5.3 of Schedule "A" of this Agreement, the Province may recover its Funds from the Recipient in accordance with section B.1.7 of Schedule "B" of this Agreement. For greater clarity, the remedy provided under this section 5.3 of Schedule "A" of this Agreement does not limit any other remedies that the Province may have under this Agreement.



## ARTICLE 6 CONFLICT OF INTEREST

- 6.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, 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 the Province may impose as a result of the disclosure.

## ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

- 7.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.8 of Schedule “B” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “F” of this Agreement, or in a form as specified by the Province from time to time;
  - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
  - (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.
- 7.2 *Records Maintenance.*** The Recipient will keep and maintain for a period of seven (7) years from the Expiration Date of this Agreement:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 *Inspection.*** The Province and Canada, their authorized representatives or an independent auditor identified by the Province or Canada may, at their own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter upon the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 7.2 of Schedule “A” of this Agreement;
  - (b) Remove any copies made pursuant to section 7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
  - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.
- 7.4 *Disclosure.*** To assist in respect of the rights set out under section 7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province or Canada, their authorized representatives or an independent auditor identified by the Province or Canada and will do so in the form requested by the Province or Canada, their

authorized representatives or an independent auditor identified by the Province or Canada, as the case may be.

**7.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

**7.6 Auditor General.** For greater certainty, the Province and Canada's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General.

## ARTICLE 8 COMMUNICATIONS

**8.1 Acknowledgement And Support.** The Recipient will follow the Communications Protocol set out under Schedule "E" of this Agreement.

## ARTICLE 9 ADDITIONAL CONDITIONS

**9.1 Additional Conditions.** The Recipient will comply with any Additional Provisions set out under section B.2 of Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Conditions and any requirements of this Schedule "A" of the Agreement, the Additional Conditions will prevail.

## ARTICLE 10 ACCESS TO INFORMATION

**10.1 Access To Information.** The Recipient acknowledges that the Province is bound by the *FIPPA* and that Canada is bound by the *Access to Information Act* (Canada).

**10.2 Disclosure Of Information.** Any information provided to the Province or Canada in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA*, the *Access to Information Act* (Canada) and any other Requirements of Law.

## ARTICLE 11 INDEMNITY

**11.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, including claims for infringement of rights, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the negligence or wilful misconduct of the Province or Canada, as the case may be.

- 11.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province and/or Canada, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- 11.3 Election.** The Province and/or Canada may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province and/or Canada under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- 11.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province and/or Canada. If the Recipient is requested by the Province and/or Canada to participate in or conduct the defence of any proceeding, the Province and/or Canada, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- 11.5 Recipient's Co-operation.** If the Province and/or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province and/or Canada, to the fullest extent possible in the proceedings and any related settlement negotiations.

## ARTICLE 12

### INSURANCE

- 12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain until the Project Completion Date, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B.1.9 of Schedule "B" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or this Agreement;
  - (b) A cross-liability clause;
  - (c) Contractual liability coverage; and
  - (d) A thirty (30) day written notice of cancellation provision.
- 12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in the Notice, that confirms the insurance coverage as required under section 12.1 of Schedule "A" of this Agreement.
- 12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under this section 12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, 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, damages to property and injury to persons

(including death) that may be brought against the Indemnified Parties as a result of this Agreement.

### **ARTICLE 13 TERMINATION ON NOTICE**

**13.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**13.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule "A" of this Agreement; and
  - (ii) Subject to section 4.10 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

### **ARTICLE 14 TERMINATION WHERE NO APPROPRIATION**

**14.1 Termination For Insufficient Funds.** If, as provided for in sections 4.2(d) or 4.2(e) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature or from Canada for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**14.2 Consequences Of Termination For Insufficient Funds.** If the Province terminates this Agreement pursuant to section 14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (c) Demand the repayment of an amount equal to any Funds provided to the Recipient, even though the Project is partially completed; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b) of Schedule "A" of this Agreement.

**14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## ARTICLE 15

### EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**15.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;
  - (ii) Use or spend the Funds; or
  - (iii) Provide any and all Reports required under this Agreement;
- (b) The Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

**15.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds provided under this Agreement to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**15.3 Opportunity To Remedy.** If, in accordance with section 15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

**15.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(b) of Schedule "A" of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 15.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

- 15.5 *When Termination Effective.*** Termination under this Article 15 of Schedule “A” of this Agreement will take effect as set out in the Notice.

## **ARTICLE 16**

### **FUNDS AT THE END OF A FUNDING YEAR**

- 16.1 *Funds At The End Of A Funding Year.*** Without limiting any rights of the Province under Article 15 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Province may take one or both of the following actions:
- (a) Demand the return of the unspent Funds; and
  - (b) Adjust the amount of any further installments of Funds accordingly.

## **ARTICLE 17**

### **FUNDS UPON EXPIRY**

- 17.1 *Funds Upon Expiry.*** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **ARTICLE 18**

### **REPAYMENT**

- 18.1 *Repayment Of Overpayment.*** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:
- (a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or
  - (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 18.2 *Debt Due.*** If, pursuant to this Agreement:
- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
  - (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section will not affect any Funds that the Recipient is holding in trust for the Province under section 4.7 of Schedule “A” of this Agreement.

- 18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 18.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address referred to in section 19.1 of Schedule “A” of this Agreement.
- 18.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

## ARTICLE 19

### NOTICE

- 19.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.10 of Schedule “B” of this Agreement or as either Party later designates to the other by Notice.
- 19.2 Notice Given.** Notice will be deemed to have been given:
- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
  - (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.
- 19.3 Postal Disruption.** Despite section 19.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,
- (a) Notice to the Province by postage-prepaid mail will not be deemed to be received; and
  - (b) The Province will provide Notice by email, personal delivery or fax.

## ARTICLE 20

### CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- 20.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## ARTICLE 21

### SEVERABILITY OF PROVISIONS

- 21.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**ARTICLE 22****WAIVER**

- 22.1 *Waivers In Writing.*** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 19 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

**ARTICLE 23****INDEPENDENT PARTIES**

- 23.1 *Parties Independent.*** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

**ARTICLE 24****ASSIGNMENT OF AGREEMENT OR FUNDS**

- 24.1 *No Assignment.*** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.
- 24.2 *Agreement Binding.*** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 25****GOVERNING LAW**

- 25.1 *Governing Law.*** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 26****FURTHER ASSURANCES**

- 26.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.



## **ARTICLE 27**

### **JOINT AND SEVERAL LIABILITY**

- 27.1 *Joint And Several Liability.*** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

## **ARTICLE 28**

### **RIGHTS AND REMEDIES CUMULATIVE**

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

## **ARTICLE 29**

### **ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 29.1 *Recipient Acknowledges.*** The Recipient acknowledges:
- (a) It is receiving Funds from the Province and Canada for the Project and is not providing goods or services to the Province or Canada;
  - (b) That by receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act* (Ontario);
  - (c) That the Province has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
  - (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

## **ARTICLE 30**

### **JOINT AUTHORSHIP**

- 30.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## **ARTICLE 31**

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

- 31.1 *Other Agreements.*** If the Recipient:
- (a) Has committed a Failure;
  - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## **ARTICLE 32**

### **SURVIVAL**

- 32.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections, schedules and appendices will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, sections 4.2 and 4.8, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province, sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8, Article 11, sections 13.2 and 13.3, sections 14.2 and 14.3, sections 15.1, 15.2(d), (e), (f), (g) and (h), Article 17, Article 18, Article 19, Article 21, section 24.2, Article 25, Article 27, Article 28, Article 29, Article 30 and Article 31.

**[Rest Of Page Intentionally Left Blank – Schedule “B” Follows]**

## SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

### B.1 – OPERATIONAL REQUIREMENTS

**B.1.1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.

**B.1.2 *Expiration Date.*** The Expiration Date of this Agreement is December 31, 2023.

**B.1.3 *Project Approval Date.*** The Project Approval Date is June 19, 2015.

**B.1.4 *Project Completion Date.*** The Project Completion Date is March 31, 2018.

**B.1.5 *Disposal Of Assets.*** There is no disposal of asset amount requirement for the purposes of section 5.4 of Schedule “A” of this Agreement.

**B.1.6 *Asset Retention Period.*** The Recipient will not sell, lease or otherwise directly or indirectly dispose of any Asset, other than to Canada, the Province or a Local Government (defined to mean a “municipality”, as defined in the *Municipal Act, 2001* (Ontario) and includes a local board of a municipality and a board, commission or other local authority constituted pursuant to provincial legislation whose purpose is to manage municipal affairs or the affairs of areas without municipal organization) for a period of five (5) years from the Project Completion Date.

**B.1.7 *Asset Retention Repayment Requirement.*** The Province may demand the Recipient repay to the Province an amount up to the Maximum Funds provided under this Agreement where the Recipient fails to retain the Asset for the amount of time set out under section B.1.6 of Schedule “B” of the Agreement. Where the Province makes a demand pursuant to this section 1.7 of Schedule “B” of the Agreement, the Recipient will pay to the Province the demanded amount within the time period set out in the Notice.

**B.1.8 *Submission Of Reports.*** All Reports under this Agreement will be submitted to:

**Name:** Rural Programs Branch, Ministry of Agriculture, Food and Rural Affairs

**Address:** 1 Stone Road West, 4NW, Guelph, ON N1G 4Y2

**Attention:** Program Manager, SCF

**Fax:** 519-826-3398

**Email:** scf@ontario.ca

or any other person identified by the Province in writing.

**B.1.9 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section 12.1 of Schedule “A” of this Agreement is two million dollars (\$2,000,000.00).

**B.1.10 Providing Notice.** All Notices under this Agreement will be provided to:

**TO THE PROVINCE**

**Email:** scf@ontario.ca  
**Subject Line:**  
 SCF-0393 Notice Under Agreement

**TO THE RECIPIENT**

**Name:** Town of Fort Frances  
**Address:**  
 320 Portage Avenue  
 Fort Frances, ON  
 P9A 3P9  
**Attention:** Doug Brown  
**Fax:** (807) 274-8479  
**Email:** dbrown@fort-frances.com

or any other person identified by the Parties in writing through a Notice.

**B.2 – ADDITIONAL CONDITIONS**

**B.2.1 Aboriginal Consultation.** The Province and the Recipient agree to the following:

- (a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;
- (b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;
- (c) The Recipient's obligations as the Province's delegate will include:
  - (i) Following the process set out under the Appendix to this Schedule "B" of the Agreement as it relates to consulting with any Aboriginal Group that may have an interest in the Project,
  - (ii) Taking directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to consultations, including suspending or terminating the Project, and
  - (iii) Providing a detailed description of any actions the Recipient took in relation to consultation with any Aboriginal Group that has an interest in the Project; and
- (d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with the Appendix to this Schedule "B" of the Agreement

**B.2.2 Limit On Federal Funding.** Despite anything else contained in this Agreement, the aggregate of all funding originating from Canada for the Project will not exceed thirty-three percent (33%) of the total Eligible Costs for the Project.

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## APPENDIX TO SCHEDULE “B” ABORIGINAL CONSULTATION REQUIREMENTS

### B.1 – PURPOSE AND DEFINITIONS

**B.1.1 Purpose.** This Appendix sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

**B.1.2 Definitions.** For the purposes of this Schedule:

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

### B.2 – RESPONSIBILITIES OF THE PROVINCE

**B.2.1 The Province’s Responsibilities.** The Province 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 the Province 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.

### B.3 – RESPONSIBILITIES OF THE RECIPIENT

**B.3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) 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;
- (d) 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 the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
  - (f) 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;
  - (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
  - (h) 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;
  - (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
  - (j) 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;
  - (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province 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;
  - (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
  - (m) 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 the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
  - (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
  - (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
  - (p) Providing in any Contracts for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

**B.3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding anything contained in this Agreement, the Province, 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.

**B.3.3 Recipient Will Keep Records And Share Information.** The Recipient will carry out the following functions in relation to record keeping, information sharing and reporting to Ontario:

- (a) Provide to the Province, 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 the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province 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 the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province 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 the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province 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.

**B.3.4 Recipient Will Assist The Province.** The Recipient will, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province 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 the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

#### **B.4 – NO IMPLICIT ACKNOWLEDGEMENT**

**B.4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule will be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section B.2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

#### **B.5 – GENERAL**

**B.5.1 No Substitution.** This Schedule will 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 the Province 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, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

## **B.6 – NOTICE AND CONTACT**

**B.6.1 *Notices In Relation To Schedule.*** All notices to the Province pertaining to this Appendix will be in writing and will be sent to the person identified under section B.1.8 of Schedule “B” of this Agreement.

**[Rest Of Page Intentionally Left Blank – Schedule “C” Follows]**



## **SCHEDULE “C” PROJECT DESCRIPTION**

### **C.1 – PROJECT DESCRIPTION**

The project is for the reconstruction of Colonization Road. The work includes upgrades to the watermains, sanitary and storm sewers and associated roadwork.

## SCHEDULE “D” PROJECT FINANCIAL INFORMATION

### D.1 – FUNDING INFORMATION

**D.1.1 Maximum Funds.** The Maximum Funds that may be provided by the Province and Canada under this Agreement is up to One Million, Eight Hundred Ninety-Six Thousand, Forty-Six Dollars (\$1,896,046.00). This amount consists of the following:

<b>Ontario’s Maximum Contribution</b>	\$948,023.00
<b>Canada’s Maximum Contribution</b>	\$948,023.00
<b>Maximum Funds are calculated based on the Project’s approved Total Eligible Costs</b>	\$2,844,069.00

#### Percentage of Program Support

The Percentage of Program Support is fixed at 33% for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Total Eligible Costs as provided above.

**D.1.2 Holdback.** There will be a Holdback of ten percent (10%) of the Maximum Funds. The Holdback will be released upon submission and approval of all required Project documentation.

### D.2 – RECIPIENT’S FUNDING INFORMATION

**D.2.1 Project Investment Commitment.** The Recipient’s Project Investment Commitment must be a minimum of ten (10) percent of the final calculated eligible Project costs as noted in the Final Report.

### D.3 – ELIGIBLE COSTS

**D.3.1 Eligible Costs.** Eligible Costs are those costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred, as well as paid or reimbursed by the Recipient, and are necessary for the successful completion of the Project. For greater clarity, and subject to section D.5.1 of this Schedule “D” of the Agreement, Eligible Costs are those that are set out immediately in this section D.3.1 of the Schedule “D” of the Agreement:

- (a) Costs incurred on or after the Project Approval Date and on or before the Project Completion Date;
- (b) The capital costs for acquiring, constructing, renewing, rehabilitating, materially enhancing or renovating an Asset;
- (c) Costs directly associated with joint communication activities that are set out in section E.6 of Schedule “E” of this Agreement with the Province and Canada.
- (d) The costs of Project-related signage, lighting, Project markings and associated utility adjustments;
- (e) Up to fifteen percent (15%) of the Maximum Funds may be spent on planning, including plans and specifications, and assessment costs, such as costs associated

- with environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) Costs for consulting with Aboriginal Groups, provided those costs do not include accommodation costs and legal costs;
- (g) Auditing costs;
- (h) The incremental costs for the Recipient's employees or leasing of equipment for the Project, provided the Recipient meets the following conditions:
  - i. It was not economically feasible to tender a Contract,
  - ii. The employee or equipment is directly engaged in the work that would have been the subject of a Contract, and
  - iii. The province has approved the arrangement beforehand;
- (i) The costs for leasing/renting equipment directly related to the construction of the Project; and
- (j) Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

#### D.4 – INELIGIBLE COSTS

##### D.4.1 **Ineligible Costs.** The following costs are Ineligible Costs under this Agreement:

- (a) Costs incurred prior to the Project Approval Date;
- (b) Costs incurred after the Project Completion Date;
- (c) Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred;
- (d) Costs associated with developing an application, business case or funding proposal to receive funding under the SCF;
- (e) Costs related to the purchasing of land, buildings and associated real estate as well as all related fees associated with the purchasing of land, buildings and associated real estate;
- (f) Financing charges and interest payments on loans;
- (g) The costs for leasing land, buildings and other facilities;
- (h) Except as specified in section D.3.1(i) of this Schedule "D" of the Agreement, the costs of leasing equipment;
- (i) Furnishings and non-fixed Assets which are not essential to complete the Project;
- (j) General repairs and maintenance of the Project and related structures, unless they are part of a larger capital expansion;
- (k) Costs of services or works normally provided by the Recipient, incurred in the course of implementation of the Project, unless they have been specifically set out as being an Eligible Cost under section D.3.1 of this Schedule "D" of the Agreement;
- (l) Costs related to any goods and services which are received through donations or in kind;
- (m) Any overhead costs ordinarily incurred, including salaries, *per diems* and associated benefits of any employees of the Recipient, direct or indirect operating or administrative expenditures of the Recipient, and more specifically costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by employees of the Recipient, unless those costs are in accordance with section D.3.1(e) and (h) of this Schedule "D" of the Agreement;
- (n) Taxes for which the Recipient is eligible to receive a tax rebate;
- (o) Any other costs in which the Recipient is able to claim any type of rebate or refund, irrespective of whether the Recipient makes a claim;
- (p) Legal fees;

- (q) Any amount of costs in which the Recipient is eligible to receive or will receive funding from the Province under another agreement; and
- (r) Without limiting the foregoing, any other costs that are not specifically set out as Eligible Costs under section D.3.1 of this Schedule “D” of the Agreement or the Province did not approve in writing prior to the Recipient incurring and paying those costs

Without limiting the foregoing, neither the Recipient nor any person providing goods, services or both for the Project will obtain those goods, services or both from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project without the Province’s prior written approval. The Province may impose terms and conditions on any written approval it provides, including:

- (a) Whether the costs can include any mark-up for profit, overhead or return on investment;
- (b) The value that can be included in the costs associated with a mark-up for profit, overhead or return on investment based on the following:
  - (i) Up to thirty percent (30%) of the total costs submitted can be attributable to profit charged for the goods, services or both,
  - (ii) Up to thirty percent (30%) of the total costs submitted can be attributable to overhead charged for the goods, services or both,
  - (iii) Up to ten percent (10%) of the total costs submitted can be attributable to return on investment for the goods, services or both, and any costs for profit, overhead or return on investment that are greater than what the Province approved will be deemed to be an Ineligible Cost under the Agreement; and
- (c) Any special auditing requirements in addition to the auditing rights the Province already has under this Agreement to allow the Province to satisfy itself as to the validity of any costs incurred by the Recipient or any person providing goods, services or both for the Project from another person that is not Arm’s Length from the Recipient or the person providing the goods, services or both for the Project.

## **D.5 – PAYMENT OF FUNDS**

**D.5.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Costs, up to the Maximum Funds based on a calculation of the Province and Canada’s approved funding percentages (Maximum Funds divided by the total approved Eligible Costs) and the total Eligible Costs of the claim as determined by the Province.

**D.5.2 Submission Of Claims.** The Recipient will submit claims for payment to the Province on a regular basis ensuring compliance with D.4.1(c). Copies of paid invoices must be included with the Claims Report set out under Schedule “F” of this Agreement.

**D.5.3 Claim Reimbursement.** Claims will be reimbursed to the Recipient based on the Percentage of Program Support up to ninety (90) percent of the project costs. The remaining holdback percentage will be reimbursed as per D.1.2.

**[Rest Of Page Intentionally Left Blank – Schedule “E” Follows]**

## SCHEDULE “E” COMMUNICATIONS PROTOCOL

### E.1 PURPOSE OF SCHEDULE

**E.1.1 Purpose Of Schedule.** This Schedule describes the Recipient’s responsibilities and financial obligations in the joint communications activities and products for the Project to recognize the contribution of Funds toward the Project by the Province and Canada.

### E.2 GENERAL PRINCIPLES OF SCHEDULE

**E.2.1 General Principles.** The Recipient acknowledges and agrees that it will work with both the Province and Canada to undertake communication activities for the Project in an open, effective and proactive manner, ensuring equal recognition of those that provided a financial contribution toward the Project. These general principles include the following:

- (a) All financial contributors to the Project will receive equal recognition and prominence when logos, symbols, flags and other types of identification are incorporated into events, signs and plaques for the Project, unless the Province and Canada specify otherwise;
- (b) All events, signs and plaques will follow this Schedule and any other requirements that the Province or Canada may specify from time to time;
- (c) Both official languages will be used for public information, signs and plaques in accordance with the *Official Languages Act* (Canada); and
- (d) The Recipient:
  - (i) May produce information kits, brochures, public reports and Internet sites providing information about the Project and the Agreement for private-sector interest groups, contractors and members of the Public,
  - (ii) Will consult with the Province and Canada in preparing the content and look of all such materials, and
  - (iii) Will get the Province and Canada’s approval for any references to the Province or Canada before said references are made.

### E.3 EVENTS

**E.3.1 Events.** The Recipient:

- (a) Agrees that all Project-related milestone events, such as groundbreaking and ribbon-cutting ceremonies, will be organized in cooperation with the Province and Canada;
- (b) Will coordinate a mutually agreeable venue, date and time for the event in light of the Province and Canada’s availability and under no circumstances will an event take place without fifteen (15) Business Days’ notice to the Province and Canada;
- (c) May invite other elected officials as well as other local interested persons, such as contractors, architects, labour groups and community leaders, provided the Recipient consults with the Province and Canada before inviting those persons; and
- (d) Will ensure that federal, provincial and municipal flags are on display at any event for the Project.

**E.3.2 Written Communications For Events.** All written communications, such as public service announcements and posters, will indicate that the Project received Funds from the Province

and Canada under the Building Canada Fund – Small Communities Fund. The Province and Canada will assist the Recipient in developing written communications for any event. The Recipient, the Province and Canada will approve of all final copies of any written communications for events.

#### **E.4 SIGNS**

**E.4.1 *Installation Of Signs.*** The Recipient will produce via a party acting at Arm's Length in order for the production of the sign to be an Eligible Cost and install temporary and permanent signage for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications for signs are in accordance with the Province and Canada's visual identity guidelines. The Recipient will ensure that temporary signage is installed at the Project site(s) thirty (30) days prior to the start of construction and be visible for the duration of the Project.

**E.4.2 *Removal Of Signs.*** The Recipient will remove temporary signs within ninety (90) days of the Project's Substantial Completion.

**E.4.3 *Costs Of Signs.*** The maximum costs for signs will be:

- (a) Two thousand two hundred fifty dollars (\$2,250.00) for small signs; and
- (b) Four thousand two hundred fifty dollars (\$4,250.00) for large signs.

#### **E.5 PLAQUES**

**E.5.1 *Installation Of Plaque.*** The Recipient may produce and install a plaque for the Project to communicate the nature of the Project and the involvement of the Province and Canada. The Recipient will ensure that the design, wording and specifications of the plaque are in accordance with the Province and Canada's visual identity guidelines.

**E.5.2 *Costs Of Plaques.*** The maximum cost for a plaque is two thousand five hundred dollars (\$2,500.00).

#### **E.6 ELIGIBLE COSTS FOR COMMUNICATIONS ACTIVITIES**

**E.6.1 *Eligible Costs Related To Communications Activities.*** The Recipient will pay the costs of preparing and delivering joint communications activities and products (e.g. press releases, press conferences, translation, etc.), including the organization of special events and the production of signage. In addition to the costs set out for signs under section E.4.3 of this Schedule "E" of the Agreement and the costs set out for plaques under section E.5.2 of this Schedule "E" of the Agreement, the following communications costs are Eligible Costs for the purposes of this Agreement:

- (a) Printing and mailing invitations;
- (b) Light refreshments, such as coffee, tea, juice, donuts and muffins;
- (c) Draping for plaque unveiling;
- (d) Project material for display and/or media kit; and
- (e) Rentals, such as flagpoles, stage, chairs, podium and public announcement system.

The costs of certain items, such as alcohol, china, tents, waiters, guest mileage or transportation, wine glasses, lamps, tea wagons, plants, photographers and gifts are not Eligible Costs.

## SCHEDULE “F” REPORTING REQUIREMENTS

**F.1 Reporting Requirements.** The following Reports will be provided in full in the corresponding formatted provided hereafter and with such content as is satisfactory to the Province:

	NAME OF REPORT	DUE DATE
1.	Initial Project Report	Within five (5) Business Days of when the Recipient signs the Agreement.
2.	Claim Report	In order to avoid invoices being deemed ineligible due to age (Section D.4.1(c)), claims will be submitted at least twice a year.  NOTE: Costs that have not been claimed for reimbursement by March 31 of the Funding Year following the Funding Year in which the costs were incurred will be deemed ineligible.
3.	Progress Report	May 15 and October 15 of each calendar year from the Effective Date until the Project Completion Date.
4.	Final Report (including the Solemn Declaration of Substantial Completion)	Within sixty (60) Business Days of when: <ul style="list-style-type: none"> <li>• The Project construction is Substantially Completed; or</li> <li>• The Project Completion Date.</li> </ul>
5.	Other Reports	On or before the date the Province directs.

**[Rest Of Page Intentionally Left Blank – Section F.2 Of Schedule “F” Follows]**

**F.2 – INITIAL PROJECT REPORT****New Building Canada Fund – Small Communities Fund****INITIAL PROJECT REPORT****Name of Recipient****Name of Project****Project Number**

Events	Forecasted Date
Start Date of Project	
First Construction Tender Awarded	
Start Date of Construction	
End Date of Construction	
End Date of Project	

**Expenditure Forecast Table**

The purpose of this table is to show the total eligible costs that have been incurred from the start of the Project until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16					
2016/17					
2017/18					
2018/19					
2019/20					
<b>Total Eligible Costs (Less HST Rebate)</b>					

**NOTES:**

1. Expenditures are only considered eligible after the Project Approval Date.
2. Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).



3. Please only include Net Eligible Expenditures -- total eligible costs less HST rebate. Enter the total Eligible Costs expected to be incurred up to when the Project is complete, rather than reporting requested financial assistance (i.e., senior government's share of costs).
4. Expenditure forecasts should not exceed total eligible costs as identified in Schedule D of the Agreement.
5. If the Project cannot be completed within the specified timeframes, please contact the Province.

<b>Funding Sources</b> – List the source(s), and amount from that source, that represents your portion of the project	
<b>Source</b> (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	<b>Amount (\$)</b>
<a href="#">Click here to enter funding source.</a>	\$ Enter dollars.
<a href="#">Click here to enter funding source.</a>	\$ Enter dollars.
<a href="#">Click here to enter funding source.</a>	\$ Enter dollars.
<a href="#">Click here to enter funding source.</a>	\$ Enter dollars.

*NOTE: As per Schedule B of the Agreement, for most Recipients all federal funding sources (including SCF funding) cannot exceed one-third (33.33%) of the total eligible costs of the project. For all public-private partnerships or for-profit private sector bodies, all federal funding sources (including SCF funding) cannot exceed one quarter (25%) of the total eligible costs.*

**Attestation:**

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including, but not limited to, commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

*Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.*

**Note:** Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

[illegible]

**F.4 – PROGRESS REPORT****New Building Canada Fund – Small Communities Fund****PROGRESS REPORT**

*This report is due twice a year on May 15 and October 15.*

**Name of Recipient**

**Name of Project**

**Project Number**

**Estimated Percent of Project Completion**

Events	Forecasted Date	Actual Date
Start Date of Project		
First Construction Tender Awarded		
Start Date of Construction		
End Date of Construction		
End Date of Project		
Federal Signage Installed		
Provincial Signage Installed		

Description of Activities*	Activity Status (On, Ahead, or Behind Schedule; Completed or Not Applicable)	Issues to Date and Actions Taken to Resolve Issues	Confirm Expected Completion Date of Activity
<b>Design / Engineering</b>	Choose an item.	Click here to enter text.	Click here to enter date.
<b>Site Preparation</b>	Choose an item.	Click here to enter text.	Click here to enter date.
<b>Construction</b>	Choose an item.	Click here to enter text.	Click here to enter date.
<b>Maintenance Holdback Period</b>	Choose an item.	Click here to enter text.	Click here to enter date.
<b>OVERALL PROJECT STATUS</b>	Choose an item.	Click here to enter any general project status information not included above.	

**\*NOTE: Each phase of the project should be noted in a separate chart.**

**Expenditure Forecast Table**

The purpose of this table is to show the total Eligible Costs that have been incurred from the Project Approval Date until the time the Project is complete. For the appropriate fiscal year (i.e. April 1, 2015 – March 31, 2016) all Recipients must enter their financial information by quarter when **costs** are expected to be **incurred** (rather than billed/invoiced or paid). Specifically, confirm the total cost of the work undertaken or items to be purchased and the associated value within the 3 month period. Please ensure that you are not netting out holdback costs to contractors. Enter the entire value of the work being performed, in the period in which the work was completed, even if you are not paying the holdback portion of the invoice at that time.

Quarter	Q1 (April – June)	Q2 (July – September)	Q3 (October – December)	Q4 (January – March)	Total by Fiscal Year
2015/16	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2016/17	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2017/18	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2018/19	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
2019/20	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.	Enter dollars.
<b>Total Eligible Costs (Less HST Rebate)</b>					Enter dollars.

**NOTES:**

- Expenditures are only considered eligible after the Project Approval Date.
- Please complete the expenditure table based on actual and projected expenditures. Costs are to be identified in the quarter that they have been or will be incurred (rather than when they are to be paid).
- Please only include Net Eligible Expenditures - total eligible costs less HST rebate. Enter the total eligible costs expected to be incurred up to project completion, rather than reporting requested financial assistance (i.e., senior government's share of costs).
- Expenditure forecasts should not exceed Total Eligible Costs as identified in Schedule D of the Agreement.
- If the Project cannot be completed within the specified timeframes, please contact the Province.

**Claims**

Claims will be submitted a minimum of twice a year. The amount of claims submitted on the Project should align with the expenditure forecasts noted above. As noted in Section D.4.1(c) of the Agreement, Recipients must claim invoices prior to the Fiscal Year after the year in which they were incurred (i.e., costs incurred between April 1, 2015 and March 31, 2016 must be claimed by March 31, 2017). Any invoices not claimed by this time are referred to as “stale-dated” and are deemed *ineligible*. This means in some cases Recipients will need to submit a separate claim for unpaid contractor holdbacks (do not mix with other paid invoices).

**Other Progress to date** *Include any communications events, and communications sent/received (oral or written) from any Aboriginal groups, including dates, where applicable or available. Please include copies of all communication with Aboriginal groups.*

**Variance from original approved project (if any)** *Do you need to adjust your Project Description based on Project progress? If so, explain why and by when? Note: Inserting a project revision into this form does not constitute requesting permission to change the contracted Project Description or to reduce the number of components completed, a request must be sent through to the Program Manager as specified in Section B.1.8 of the Agreement.*

**NOTE:** If during the course of the construction of your project any archaeological resources are found, other impacts that could affect Aboriginal or treaty rights emerge, or you are contacted by any Aboriginal Community that is expressing concerns about the project and potential impacts on their rights, you must immediately cease construction and notify your project analyst.

**Attestation:**

I, [Click here to enter name of person who can bind the Recipient.](#), confirm that the Recipient noted above is in compliance with the terms and conditions found in the Agreement for this Project, including but not limited to that commercial general liability insurance of not less than \$2 million is in place for the term of the Agreement.

Name: [Click here to enter name.](#)

Title: [Click here to enter title.](#)

Date: [Click here to enter a date.](#)

*Please note that you do not need to sign this document, by inserting your name and title in the above area, you are agreeing to the above attestation. This document should be sent in electronically if at all possible and not as a scanned version.*

**Note:** Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

## F.5 – FINAL REPORT



## New Building Canada Fund – Small Communities Fund

## FINAL REPORT

<b>Project No.:</b> Enter #	<b>Project Title:</b> Click here to enter project title.
<b>Date:</b> Click here to enter a date.	<b>Recipient Name:</b> Click here to enter Recipient name.

Final Reports are to be completed and submitted to the Province **within sixty (60) Business Days of the completion of the Project or as otherwise specified in the Agreement.** Please contact your Project Analyst should you have any questions filling in this report.

## Section 1. Project Details

Dates	Forecasted*	Actual
Construction Start Date	Click here to enter a date.	Click here to enter a date.
Construction End Date	Click here to enter a date.	Click here to enter a date.

\* Forecasted date will be the first date submitted on your Project's Initial Project Report.

Was the Project completed as per your application and Schedule "C" of the Agreement or by any amending agreement?

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

**Project Variances (if applicable)**

In reading the description provided in Schedule "C" of the Agreement or in any subsequent amendments, has the Project experienced any variances either in its scope, budget or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the approved Project Description.

## Section 2. Financial Information

Budget Item	Budgeted Cost	Actual Cost
Engineering Design, EA/Permits, Project Management		
Materials		
Construction		
Leasing of Equipment		
Communication Materials		
Miscellaneous		
GROSS ELIGIBLE COST		
Less HST Rebate		
<b>TOTAL NET ELIGIBLE COST</b>		

NOTE: If the actual costs are 20% less or greater than the estimated costs for any of the above categories, please attach an explanation of the variance for each.

### Funding Sources – List the source(s) and amount from that source that represents your portion of the project

Source (e.g. debenture, capital reserves, rate increases (taxes or user fees), Federal Gas Tax, Infrastructure Ontario debt/loan, bank loan, other funding programs (insert program name), etc.)	Initial Amount** (\$)	Actual Amount (\$)
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.
Click here to enter funding source.	\$ Enter dollars.	\$ Enter dollars.

\*\* Initial Amounts from your Project's Initial Project Report.

## Section 3. Project Benefits and Impact Questions

The following questions must be completed with the results of the Project. The questions outlined in sections 3, 4 and 5 will help assess the impact of the Project and client satisfaction with program delivery.

**Project Benefits and Impacts**

<b>1. What was the primary objective of your Project?</b>			
<input type="checkbox"/> Address urgent public health and safety issues. <input type="checkbox"/> Maintain public health and safety over the long-term. <input type="checkbox"/> Address barriers to economic growth.			
<b>2. Was this Project (or the need for this Project), identified in one of the following documents? Please check all that apply</b>			
<input type="checkbox"/> Asset Management Plan (if you check this box, please see Question 3). <input type="checkbox"/> Economic Development Plan and/or Strategy. <input type="checkbox"/> Business or market development plan? <input type="checkbox"/> Other? Please specify: _____			
<b>3. FOR MUNICIPAL RECIPIENTS ONLY: As detailed in the asset management plan (AMP), what was the priority of the Project you just completed with this funding?</b>			
<input type="checkbox"/> Over due to be completed? <input type="checkbox"/> Due to be completed this year? <input type="checkbox"/> Due to be completed in the next year? <input type="checkbox"/> Due to be completed in the next 2-5 years? <input type="checkbox"/> Due to be completed in the next 5+ years? <input type="checkbox"/> Was not detailed in plan, Please specify: _____			
<b>4. Did you encounter any barriers to completing your project?</b>			
<input type="checkbox"/> Yes <input type="checkbox"/> No      If yes, please describe what they were and how you overcame them.			
<b>5. Please indicate which of the following benefits have been experienced or are anticipated to occur as a result of the Project. Provide details where possible.</b>			
	<b>At project completion</b>	<b>Anticipated (1-2 years out)</b>	<b>Details</b>
Addressed urgent public health and safety issues.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Highest priority items in AMP addressed earlier than planned.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Improved economic infrastructure that was identified as a barrier to growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Business retention and/or expansion and/or economic growth.	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.
Other? Please specify: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Click here to enter text.



#### Section 4. Other Benefits / Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the province of Ontario.

#### Section 5. Client Satisfaction Survey

Based on your Project experience with Ontario, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
	1	2	3	4	5
a. Once my Project was approved, I received all the information needed to proceed to the next step of the Project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The report forms were easy to understand and complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. I was able to reach appropriate Ontario staff without difficulty.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Ontario staff were knowledgeable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. I received consistent advice from Ontario staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Ontario staff was courteous.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Overall, how satisfied were you with the service you received while implementing your Project?	Very satisfied	Satisfied	Neither satisfied nor dissatisfied	Dissatisfied	Very dissatisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. To what extent did the availability of this funding assistance influence your decision to undertake the Project?	To a great extent	Somewhat	Very little	Not at all	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

### Section 6. Aboriginal Duty to Consult

Please provide particulars as to how the requirements have been met under the Appendix to Schedule “B” of the Agreement.

Please indicate:

#### Declaration required for the Project:

Confirmation provided to the Province 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 the Project. ☐ Yes ☐ No

#### Declaration required for Project with additional Duty to Consult requirements, as identified by the Province

Notice about the Project, as well as a full Project description, was provided to identified Aboriginal Groups 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

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

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

A copy of any correspondence/information between the recipient and any Aboriginal ☐ Yes ☐ No

Groups was forwarded to the Province.

## Section 7. Comments

Is there anything else you would like to tell us about your experience related to the Project?

## Section 8. Confidentiality, Certification and Signature

### Confidentiality

Information submitted in this Final Report to the Province will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked “CONFIDENTIAL” by the Recipient.** Inquiries about confidentiality should be directed to the Rural Programs Branch.

### Certification

I certify that:

1. The Project as described in the Agreement is complete and was completed in accordance with Schedule “C” of the Agreement or amending agreement;
2. The Project was completed in accordance with all terms/conditions of the Agreement and all Requirements of Law;
3. No Funding was spent on Ineligible Costs;
4. The Recipient will provide any remaining Funds to the Province within thirty (30) Business Days of receiving Notice from the Province that the Province has approved the Recipient’s Final Report;
5. The Recipient has all supporting invoices and records available for audit if required; and
6. All information provided in this Final Report as well as all previous Reports submitted to the Province is – to the best of my knowledge, belief and understanding, true and correct in all material aspects.

The official noted below warrants that these statements are true as of the date indicated.

NAME OF AUTHORIZED OFFICIAL:	Click here to enter name.
TITLE:	Click here to enter title.
DATE:	Click here to enter a date.

**Note:** Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

**Section 9. Solemn Declaration of Substantial Completion***Must be completed by a Registered Engineer or Architect or a Municipal Official.*

**New Building Canada Fund – Small Communities Fund (NBCF-SCF)  
Nouveau Fonds Chantiers Canada - Fonds des petites collectivités (NFCC-FPC)**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

Project Number	Enter #
Recipient Name	Click here to enter Recipient name.

In the matter of the Agreement entered into between, Her Majesty the Queen in right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs and the above-noted Recipient, on \_\_\_\_\_, 2015.

I, \_\_\_\_\_ a \_\_\_\_\_ (Registered Engineer or Architect, Municipal Official) in the Province of Ontario, do solemnly declare as follows:

1. That I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set out herein;
2. That the work identified as Project \_\_\_\_\_ in the above-mentioned Agreement \_\_\_\_\_ (has / has not) been Substantially Completed as described in Schedule C, dated \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
3. That the value (dollar amount) of substantially completed work on the Project, by \_\_\_\_\_, 20\_\_(date) is \_\_\_\_\_ (dollars).
4. That the work:
  - a. was carried out by \_\_\_\_\_ (the prime contractor), between \_\_\_\_\_ (start date) and \_\_\_\_\_ (completion date);
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work; and
  - d. conforms with applicable environmental legislation, and appropriate mitigation measures have been implemented.

Declared at \_\_\_\_\_ (city), in the Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Signature)

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

Title:

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

Title:

**Note:** Any capitalized terms used in this Report will have the same meaning as set out in the Agreement.

TOWN OF FORT FRANCES

BY-LAW NO. xx/15

(Being a by-law to authorize the execution of a funding agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry - the *Municipal Act, 2001*, S.O. 2001 c. 25, Section 11.)

WHEREAS on August 10, 2015, Council approved a recommendation from the CBO to enter into a funding agreement with Industry Canada – FedNor under the Northern Ontario Development Program for funding for the Rainy Lake Market Square Project;

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

1. That the agreement (upon arrival) with Her Majesty the Queen in Right of Canada as represented by the Minister of Industry 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 10<sup>th</sup> day of August 2015.

DRAFT

\_\_\_\_\_  
R. Avis, MAYOR

\_\_\_\_\_  
E. Slomke, CLERK

TOWN OF FORT FRANCES

BY-LAW NO.

A BY-LAW FOR REGULATING, GOVERNING AND PROHIBITING THE  
OPERATION OF OFF-ROAD AND ALL-TERRAIN VEHICLES WITHIN THE  
TOWN OF FORT FRANCES.

**WHEREAS** Section 28 (2) of the Municipal Act, 2001, S.O. 2001, Chap. 25 as amended, allows a municipality to pass by-laws in respect of a highway if it has jurisdiction over the highway;

**AND WHEREAS** Ontario Regulation 316/03 made under the Highway Traffic Act R.S.O. 1990 as amended, defines Off-Road and All-Terrain Vehicles and also, provides regulations governing the operation of Off-Road Vehicles upon municipal highways;

**AND WHEREAS** Section 191.8 Subs. (3) of the Highway Traffic Act, R.S.O. 1990 Chap 8, As amended provides that the Council of a municipality may pass by-laws permitting the operation of Off-Road and All-Terrain vehicles on any highway within the municipality that is under the jurisdiction of the municipality, or any part of such highway;

**AND WHEREAS** the Council of The Town of Fort Frances deems it in the best public interest to regulate, govern and prohibit the operation of off-road and all-terrain vehicles upon highways under the jurisdiction of The Town of Fort Frances;

**AND WHEREAS** it is expedient to replace By-Law No. 35/79 with this new by-law.

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

1. DEFINITIONS

In this by-law:

- 1.1 “All-Terrain Vehicle” means an off-road vehicle that,
- (a) has four wheels, the tires of all of which are in contact with the ground,
  - (b) has steering handlebars,
  - (c) has a seat that is designed to be straddled by the driver, and
  - (d) is designed to carry,
    - (i) a driver only and no passengers, or
    - (ii) a driver and only one passenger, is the vehicle,
      - (A) has one passenger seat that is designed to be straddled by the passenger while sitting facing forward behind the driver and,
      - (B) is equipped with foot rests for the passenger that are separate from the foot rests for the driver.
- 1.2 “Off-Road Vehicle” means a vehicle propelled or driven otherwise than by muscular power or wind and designed to travel,
- (a) on not more than three wheels, or
  - (b) on more than three wheels and being of a prescribed class of vehicle; (“véhicule tout terrain”)

(c) “prescribed class” has the same meaning as in the Off-Road Vehicles Act O. Reg 316/03 S. 1 as amended.

- 1.3 “Municipality” means the municipal corporation of the Town of Fort Frances or the geographic area within the limits of the Town of Fort Frances, as the context requires.
- 1.4 “Highway” means a highway as defined in the Highway Traffic Act that is under jurisdiction of the Municipality.
- 1.5 “Officer” means a Municipal Law Enforcement Officer appointed by Council or any authorized member of the Ontario Provincial Police or any other person appointed or designated by Council to provide law enforcement services for the Town of Fort Frances.
- 1.6 “Roadway” means the part of the highway that is designed or ordinarily used for vehicular traffic, but does not include the shoulder.
- 1.7 “Shoulder” means the part of the highway for the use of vehicles immediately adjacent to the roadway having a surface which has been improved with asphalt, concrete or gravel.
- 1.8 “Sidewalk” means the portion of a highway set aside by the Town of Fort Frances for the use of pedestrians.
- 1.9 “Trail” means the whole of any trail established and maintained by a recreational organization for the use of motorized off-road and all-terrain vehicles.

## 2. OPERATION OF OFF-ROAD & ALL-TERRAIN VEHICLES

- 2.1 No operator or owner of an off-road or all-terrain vehicle shall operate or permit to operate an off-road or all-terrain vehicle on any highway, which is under the jurisdiction of the Town of Fort Frances.
- 2.2 Notwithstanding Section 1 above, the operation of an off-road and all-terrain vehicle may be permitted to operate on a highway, which is under the jurisdiction of the Town of Fort Frances under the following conditions:
  - (a) While being driven, for the purposes of loading or unloading from trailer or vehicle to be used for the transporting of the off-road or all-terrain vehicle;
  - (b) While being driven, for the purposes of snow removal under the following conditions:
    - (i) Placement of snow is not permitted on sidewalks, roadways, highways and/or adjacent properties.
    - (ii) For the purposes of snow removal on your own property.
  - (c) That the Town of Fort Frances, Ontario Provincial Police, Fort Frances Fire/Rescue personnel and Primary Care Paramedics (ambulance attendants) are exempt from the provisions of this by-law while in the performance of their official duties.
- 2.3 Any person operating an Off-Road or All-Terrain Vehicle under this by-law shall comply with the Highway Traffic Act, the Off-Road Vehicles Act and all other Federal or Provincial laws and Municipal By-Laws, as

applicable, or any regulations made under them as amended or replaced from time to time.

- 2.4 The driver of an off-road and all-terrain vehicle shall wear a helmet that complies with Section 19 of the Off-Road Vehicles Act.
- 2.5 The driver of an off-road and all-terrain vehicle shall ensure that any passenger riding on the vehicle is wearing a helmet that complies with Section 19 of the Off-Road Vehicles Act.

3. OFFENCE

- 3.1 Every person who contravenes the provisions of this by-law is guilty of an offence and on conviction may be subject to a fine of not more than one thousand dollars (\$1000.00) exclusive of costs.

4. ENFORCEMENT

- 4.1 The provisions of this by-law are enforceable under the Provincial Offences Act, R.S.O. 1990, as amended from time to time. The Town of Fort Frances By-Law Enforcement Officers, the Ontario Provincial Police, and any other Provincial Offences Officers shall do enforcement of this by-law with authority under the Provincial Offences Act.

5. GENERAL PROVISIONS

- 5.1 If a court of competent jurisdiction declares any section or any part of any section of this by-law to be invalid, or to be of no force or effect, it is the intention of the Town that every other provision of this by-law be applied and enforced in accordance with its terms to the extent possible according to law.
- 5.2 Where the context permits, words importing the singular also include more than one persons, parties or things of the same kind.
- 5.3 The word “may” shall be construed as permissive and the word “shall” shall be construed as imperative.
- 5.4 If a provision of this by-law conflicts with the provision of any other applicable law, the provision that establishes the higher or more restrictive standard to protect the health, safety and welfare of the general public shall prevail.
- 5.5 The short form title of this By-Law shall be the “Off-Road Vehicles By-Law”.

6. REPEAL

- 6.1 By-Law No. 35/79, as amended, is hereby repealed.

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 \_\_\_\_\_ day of \_\_\_\_\_ 2015.

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

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





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

05/08/2015 10:57 AM

To "Angela Sharbot" <angela.sharbot@atikokan.ca>, "Cecile Kerster" <ckerster@manitouwadge.ca>, "City of Dryden" <dkincaid@dryden.ca>, "Clerk Treasurer"

cc

bcc

Subject Registration form - Regional Conference

Good Morning,

The registration for the Northwestern Ontario Regional Conference is now available. I have attached the form for your convenience. The conference agenda is still a work in progress and I will forward that once topics have been confirmed.

If you could complete the form and email it to me that would be best.

Thanks,  
 Kristen

**Kristen Oliver**

Executive Director

e. admin@noma.on.ca

-----  
 Northwestern Ontario Municipal Association

P.O. Box 10308

Thunder Bay, ON P7B 6T8

t. 807.683.6662

c. 807.627.2036

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2015 NWORC registration.pdf

# 33rd Annual Northwestern Ontario Regional Conference

## *“Innovate, Integrate, Inspire”*

### September 23, 24 & 25 - Victoria Inn



This conference is an excellent opportunity for learning and networking and is a venue for sharing ideas amongst your colleagues from across the region. With municipal and business leaders along with economic development officers and government officials, the Northwestern Ontario Regional Conference strives to provide vital information geared to “Innovate, Integrate, Inspire.”

#### AGENDA AT A GLANCE

**Wednesday, September 23, 2015 5:00 pm to 7:00 pm – Valhalla Inn**

Join your colleagues from across the Northwest at the Thunder Bay Chamber of Commerce Prosperity Northwest Forum. Hors d’oeuvres and Cash Bar available

**Thursday, September 24, 2015 8:30 am to 4:30 pm – Victoria Inn**

Plenary and concurrent sessions

**Friday, September 25, 2015 8:30 am to 12:00 pm – Victoria Inn**

Plenary sessions and presentations from Provincial Ministers

REGISTRATION FORM		FEE SCHEDULE	
Contact Name:		Full Conference	
Municipality/Ministry/Company:		Member/Ministry: \$200	<input type="checkbox"/>
Address:		Non-member: \$300	<input type="checkbox"/>
City/Province/Postal Code:		<i>Includes: Wednesday reception; Thursday breakfast &amp; lunch; Friday breakfast</i>	
Phone:	Member of (circle one): NOMA NOACC MMAH	One Day Only	
Email:		Member/Ministry: \$150	<input type="checkbox"/>
ATTENDEE NAME(S) & ELECTED TITLE(S)		Non-Member: \$200	<input type="checkbox"/>
		<i>Includes one day breakfast &amp; lunch</i>	
		Total Fee	\$
		Cheque attached OR Visa/Mastercard #:	
		Expiry date: _____	
		Return with payment to: NOMA P.O. Box 10308, Thunder Bay, ON P7B 6T8 Ph/Fx: (807)683-6662	
		Email: admin@noma.on.ca A \$50 administration fee will be charged on cancellations prior to September 4, cancellations after that date will not be refunded.	



# Municipal Energy Finance Workshop

This Energy Finance workshop is geared towards all municipal staff, elected officials, and others interested in learning how calculate the financial value of energy efficiency projects and how to best present this to senior decision makers and the general public.

The hands-on workshop will empower participants to use tools to understand the basics of third-party financing mechanisms, utilize take-home software to analyze energy projects, build your energy efficiency project business case, and present an effective business case to senior management.

All participants will receive a detailed workshop package and access to an online toolkit with loads of information about best practices, new technologies, available funding programs... and much more. This workshop will help you implement many of the projects identified in your *Regulation 397/11* required *energy conservation plan*.

The last series of workshops quickly sold out. Beat the rush and register today!

## Content

Explores the principles, concepts, and available tools for Municipal Energy Finance including:

- A quick review of Regulation 397/11 requirements
- Overview of key financial terms including the difference between Net Present Value and Internal Rate of Return
- Performing a financial analysis of an EE Project
- Simulating the capital decision process to select the EE projects that deliver the greatest value
- Preparing and presenting an EE project business case
- Linking energy management to asset management
- Full analysis of a municipal case study
- How to develop an effective elevator pitch
- Basics of energy performance contracting (EPCs)
- Calculating project costs and cash flows
- Tips on how to start implementing some of the projects identified in your municipal energy conservation plan
- Latest on incentives available from the gas and electric utilities

*“Following attendance at an AMO/LAS Energy Management Workshop, our small urban municipality has benefited immensely, with respect to energy savings, through participation in both LAS’s electricity and natural gas procurement programs. We continue to benefit from timely, reliable and accurate advise related to energy management issues, through our ongoing relationship with staff contacts at AMO/LAS “.*

*Rick St. Dennis, Smith Falls*

## Who should attend?

Anyone who makes energy-related decisions within your organization:

- Treasurers
- CAOs and senior managers
- Councillors
- Facility managers
- Parks and Recreation Managers
- Public Works Staff
- Energy Managers
- Contractors and Consultants

## Sessions Presented by:

This workshop is facilitated by Stephen Dixon and Garth White and is supported by **Natural Resources Canada**



## What Should I Bring?

- Your municipality’s latest Energy Consumption Report
- Your municipality’s Energy Conservation Plan
- Any existing energy plans
- Laptop (if possible)



## ENERGY WORKSHOP REGISTRATION FORM

All workshops run from 8:30AM – 4:00PM. Please check the session you wish to attend below:

Please type or print clearly. Use one form per registrant. Payment to accompany registration form.

Please fax registration form to (416) 971-9372, or email registration form to [events@amo.on.ca](mailto:events@amo.on.ca).

Full name: \_\_\_\_\_

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

Municipality/Org: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

All workshops run from 8:30AM – 4:00PM. Please check the session you wish to attend below:

X	DATE	LOCATION	COST
	Sep 16, 2015	<b>Timmins</b> – Days Inn 14 Mountjoy Street South	<b>\$400.00 plus HST</b> (\$452.00)  HST#: 133946921RT001
	Sep 17, 2015	<b>Owen Sound</b> – Best Western Inn On The Bay 1800 2 <sup>nd</sup> Avenue East	
	Sep 18, 2015	<b>London</b> – Best Western Lamplighter Inn 591 Wellington Road South	
	Oct 20, 2015	<b>Kingston</b> – Four Points Sheraton 285 King Street East	
	Oct 21, 2015	<b>Peterborough</b> – Holiday Inn 150 George Street	
	Oct 22, 2015	<b>Gravenhurst</b> – Howard Johnson 1165 Muskoka Rd South	



LAS would like to thank Union Gas & the Ministry of Energy for supporting this event

Payment Method:

☐ Cheque Payable to: Local Authority Services - 200 University Ave, Suite 801, Toronto, ON. M5H 3C6

**Credit Card:** ☐ MasterCard ☐ Visa - Pay by cheque or request an invoice and receive a 5% discount on your registration.

Card # \_\_\_\_\_

Name on Card \_\_\_\_\_

Expiry Date \_\_\_\_\_

Signature \_\_\_\_\_

Submit

**Refund Policy:** Cancellations must be made in writing and received by LAS 14 days prior to the date of the selected workshop session. An administration fee of \$ 50.00 + 13% HST (\$56.50) will apply. Please send cancellation request to [events@amo.on.ca](mailto:events@amo.on.ca) or via fax at 416-971-9372.

By completing this registration form you are providing the Local Authority Services (LAS) with consent to send information on all activities related to current and future LAS Energy Workshops. If you wish to no longer receive information from LAS on this event please contact [events@amo.on.ca](mailto:events@amo.on.ca) to unsubscribe.



AMO Communications  
<communicate@amo.on.ca>

07/14/2015 03:35 PM

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

cc

bcc

Subject AMO Policy Update - AMO's Submission to Update of  
Long-Term Affordable Housing Strategy

July 14, 2015

## AMO's Submission to the Provincial Consultations on the Update of the Long-Term Affordable Housing Strategy

AMO has outlined the need for the Province to renew its strategy in a manner that will both sustain the existing housing system and expand it further to meet the needs of Ontarians. The renewal of the provincial strategy provides an opportunity to create a more robust effort to provide safe, secure, suitable, and adequate affordable housing options ranging from social housing to rental to home ownership. This is vital as affordable housing contributes to the economic, social, and healthy well-being of Ontario's communities and the Province as a whole.

This Members' Update is being circulated to all of AMO's member municipalities and District Social Service Administration Boards (DSSABs). AMO's submission contains recommendations relevant to all upper and single tier municipalities as well as DSSABs that fund, administer, and deliver housing programs. There are also recommendations that concern lower tier municipal governments such as proposed changes to the *Planning Act*.

For your information, please find AMO's submission to the recent provincial consultations on the [Long-Term Affordable Housing Strategy](#) (the "strategy").

Please distribute within your organization to Councils, DSSAB Boards, and the relevant staff involved in housing policy, planning, and administration.

AMO is continuing to work with the provincial government to review the recommendations contained in the submission. While the consultation period has now closed, AMO's member municipalities and DSSABs are encouraged to write to the Minister of Municipal Affairs and Housing to support of AMO's policy recommendations regarding housing. Correspondence can be sent to the provincial government via email to: [housingstrategy.mah@ontario.ca](mailto:housingstrategy.mah@ontario.ca).

If there are any questions or comments, please contact Michael Jacek, Senior Advisor, at [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca) or 416.971.9856 ext. 329.

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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>**

07/14/2015 07:07 PM

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

cc

bcc

Subject Announcing LAS / MFOA Municipal 'Investment Basics' Seminars

LAS and MFOA are pleased to offer a one-day seminar to help municipal staff and elected officials better understand the investment options available to the sector. This session will review rules, strategies, and considerations related to municipal investments, and outline the role investments should play in your day-to-day operations, and your asset management and long-term financial planning.

This session may also be of interest to administrators of conservation authorities, DSSABs, and other broader public sector organizations.

**Session topics:**

- Municipal finance challenges overview
- Review of *Municipal Act* eligible investment regulation
- Investment options & strategies
- Investments as part of asset management planning
- Leveraging investments for long-term infrastructure projects
- Why long-term financial planning in municipalities?
- Investment opportunity for the federal Gas Tax Fund
- Economic update from an industry professional.

**Session will be offered in the following 7 locations:**

- Guelph                      September 10
- Exeter                      September 17
- Bowmanville              October 8
- North Bay                  October 15
- Cochrane                  October 22
- Brockville                 October 29
- Innisfil                      November 6

**Registration form attached.**

**Register soon – space is limited at each session!!!**

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If you have problems opening the attachment(s) please call LAS at (416) 971-9856.

**DISCLAIMER:** Any documents attached are final versions. LAS 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 Investment Basics & Beyond Seminar email communications from LAS please click [here](#).



2015InvBasicsSeminar.pdf



# INVESTMENT BASICS AND BEYOND

## Get More From Your Municipal Investments

Municipal staff and elected officials require a sound understanding of investment rules and opportunities to help with the investment of municipal funds to meet short, medium, and long-term infrastructure funding challenges.

For a 4<sup>th</sup> consecutive year, LAS and MFOA are pleased to offer a one-day seminar to help you better understand the investment options available to municipalities, and how to best leverage them to make the most of every tax dollar.

This year's sessions will address the following topics:

- The Municipal Act's investment regulation
- Investment options & strategies available to the sector
- Investments as a part of asset management planning
- Long-term financial planning in municipalities
- Economic update

## Who Should Attend?

These sessions provide an overview of investment rules and options for municipalities, local boards, and other public sector organizations. The sessions will be of interest to:

- Municipal and public sector administrators
- Treasurers
- Elected officials

## Session Dates & Locations:

- **Guelph** - September 10, 2015
- **Exeter** - September 17, 2015
- **Bowmanville** - October 8, 2015
- **North Bay** - October 15, 2015
- **Cochrane** - October 22, 2015
- **Brockville** - October 29, 2015
- **Innisfil** - November 6, 2015

## Time:

- Registration & coffee/tea at 8:30 am
- All sessions run 9:00 am - 2:30 pm
- Lunch will be provided

Register Today!  
\$225 + HST



# INVESTMENT BASICS AND BEYOND

Please type or print clearly. Use one form per registrant. Payment MUST accompany registration.  
Please fax registration form to 416.971.9372 or email to [events@amo.on.ca](mailto:events@amo.on.ca).

First Name		Last Name	
Title		Municipality / Organization	
Address			
City	Province	Postal Code	
Phone	Fax	E-mail	

Session Cost: \$225 plus HST = **\$254.25 FINAL COST**  
Pay by cheque or request an invoice and receive a 5% discount.

Session Date	Location	Please Indicate Session
<b>Guelph</b> Thursday, September 10, 2015	Best Western Plus Royal Brock Hotel & Conference Centre - Pine Tree Room B, 716 Gordon St., Guelph, ON N1G 1Y6	<input type="checkbox"/>
<b>Exeter</b> Thursday, September 17, 2015	South Huron Recreation Centre, 94 Victoria Street E, Exeter, ON N0M 1S1	<input type="checkbox"/>
<b>Bowmanville</b> Thursday, October 8, 2015	Holiday Inn Express & Suites - Meeting Room, 37 Spicer Square, Bowmanville, ON L1C 5M2	<input type="checkbox"/>
<b>North Bay</b> Thursday, October 15, 2015	North Bay Public Library, 271 Worthington St. E, North Bay, ON P1B 1H1	<input type="checkbox"/>
<b>Cochrane</b> Thursday, October 22, 2015	Tim Hortons Event Centre, 7 Tim Horton Drive, Cochrane, ON P0L 1C0	<input type="checkbox"/>
<b>Brockville</b> Thursday, October 29, 2015	Brockville Memorial Centre - Community Hall, 1 Magedoma Dr, Brockville, ON K6V 7A5	<input type="checkbox"/>
<b>Innisfil</b> Friday, November 6, 2015	Innisfil Town Hall - Rooms B & C, 2101 Innisfil Beach Road, Innisfil, ON L9S 1A1	<input type="checkbox"/>

## PAYMENT

Registration forms **CANNOT** be processed unless accompanied by proper payment.

**REFUND POLICY:** Cancellations must be made in writing and received by LAS 14 days prior to the date of the seminar.  
An administration fee of \$75 + 13% HST (\$84.75 total) will apply.

☐ Cheque payable to:  
Local Authority Services  
200 University Avenue, Suite 801  
Toronto, ON., M5H 3C6

☐ Mastercard ☐ Visa

Card #:

Name on Card:

Expiry Date:

Signature:



200 University Avenue, Suite 801  
Toronto, Ontario M5H 3C6  
T: (416) 971-9856  
E: [events@amo.on.ca](mailto:events@amo.on.ca)





AMO Communications  
<communicate@amo.on.ca>

07/28/2015 03:37 PM

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

cc

bcc

Subject AMO Policy Update - Infrastructure Funding

July 28, 2015

## Infrastructure Funding

### 2015 Ontario Community Infrastructure Fund (OCIF) Accepting Applications

The Ministry of Economic Development, Employment and Infrastructure announced today that it would begin accepting Expressions of Interest from eligible municipal governments for the Ontario Community Infrastructure Fund. OCIF Expressions of Interest are due by **September 11, 2015**.

OCIF provides \$100 million annually to support small, rural and northern communities. \$50 million of OCIF funding is formula-based and has been allocated previously for this year. The remaining \$50 million is for application based projects. OCIF funding supports core road, bridge, water and wastewater infrastructure.

For more information, please see: <https://www.ontario.ca/page/infrastructure-funding-small-communities>.

### Ontario Cycling Funding

Municipal governments are also reminded that the \$10 million **Ontario Cycling Infrastructure Fund** is accepting Expressions of Interest for projects, due on **August 6, 2015** and the **Cycling Training Fund** is accepting applications until **September 4, 2015**. Municipalities are encouraged to submit.

For more information on either program, please see the **Ontario Cycling Strategy** website and use the links: <http://www.mto.gov.on.ca/english/publications/ontario-cycling-strategy.shtml>.

**AMO Contact:** Craig Reid, Senior Advisor, [creid@amo.on.ca](mailto:creid@amo.on.ca), (416) 971-9856 x 334.

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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](#).





**Ministry of Northern Development  
and Mines**

Office of the Minister

99 Wellesley Street West  
Whitney Block, Room 5630  
Toronto ON M7A 1W3  
Tel.: 416 327-0633  
Fax: 416 327-0665

**Ministère du Développement du Nord  
et des Mines**

Bureau du ministre

99, rue Wellesley Ouest  
Édifice Whitney, bureau 5630  
Toronto ON M7A 1W3  
Tél. : 416 327-0633  
Téléc. : 416 327-0665



Ontario

**JUL 10 2015**

**MNDM4676MC-2015-226**

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

Dear Mayor Avis:

It was a pleasure meeting with you and delegates from the Town of Fort Frances at the OGRA/ROMA conference on February 23, 2015, in Toronto. Thank you as well for your letter of March 6, 2015, to myself and the Honourable Bill Mauro, Minister of Natural Resources and Forestry (MNR), regarding the proposal that the Town is working on. As Minister of Northern Development and Mines, I appreciate you taking the time to share your concerns with me.

I understand that my colleague, the Honourable Minister Mauro, responded on behalf of our government on April 14. Certainly, we recognize the importance of the forest industry to the Town of Fort Frances and I want to assure you that we are aware of the impact that this has had on the Town.

I encourage you to continue to work closely with Ms Jane Gillon, Northern Development Officer in Fort Frances. Ms Gillon would be pleased to assist you with information on the programs of the Northern Ontario Heritage Fund Corporation and other Ontario government programs and initiatives. Ministry staff can also help you get in touch with other provincial ministries as may be required. Ms Gillon can be reached at 807-274-5320 or by email at [jane.gillon@ontario.ca](mailto:jane.gillon@ontario.ca).

Once again thank you for meeting with me at the OGRA/ROMA conference and please accept my best wishes.

Sincerely,

**Michael Gravelle  
Minister of Northern Development and Mines**

c: The Honourable Bill Mauro, Minister of Natural Resources and Forestry



July 16, 2015  
TBTE Ref. No. 15-011

Town of Fort Frances  
320 Portage Ave.  
Fort Frances, ON.  
P9A 3P9  
Attn: Mayor - Roy Avis

**Re: Ontario Ministry of Transportation Highway Improvements  
GWP 6310-10-00, Highway 502 From 66.0 km North of the Junction of Highway 11 and  
Highway 502, Northerly for 38.4 km**

Dear Mayor Roy Avis,

TBT Engineering Limited has been retained by the Ontario Ministry of Transportation (MTO) to undertake detail design of the above referenced highway project (Project Key Plan attached). In addition, TBT Engineering is responsible for addressing public/agency concerns and obtaining any environmental approvals required for the project to proceed to construction.

Planned improvements for this portion of Highway 502 include pavement resurfacing, eliminate roadway distortions, drainage improvements including ditching and replacement of selected culverts and review of guide rail systems.

For environmental purposes, this project is a Group "C" category project and is subject to the Class Environmental Assessment for Provincial Transportation Facilities (2000). Group "C" projects are approved subject to screening for environmental effects and the application of mitigating measures where required.

During the course of design, TBT Engineering staff will be conducting field investigations and performing design activities for this project.

At this time, we invite you to identify any environmental or other concerns, comments or suggestions that you may have relating to this proposed highway work.

If you have any questions, please do not hesitate to contact the undersigned at 807-624-5160 (Toll Free 1-866-624-8378) or e-mail [gthoms@tbte.ca](mailto:gthoms@tbte.ca).

Sincerely,

A handwritten signature in black ink that reads "Gary Thoms". The signature is written in a cursive, flowing style.

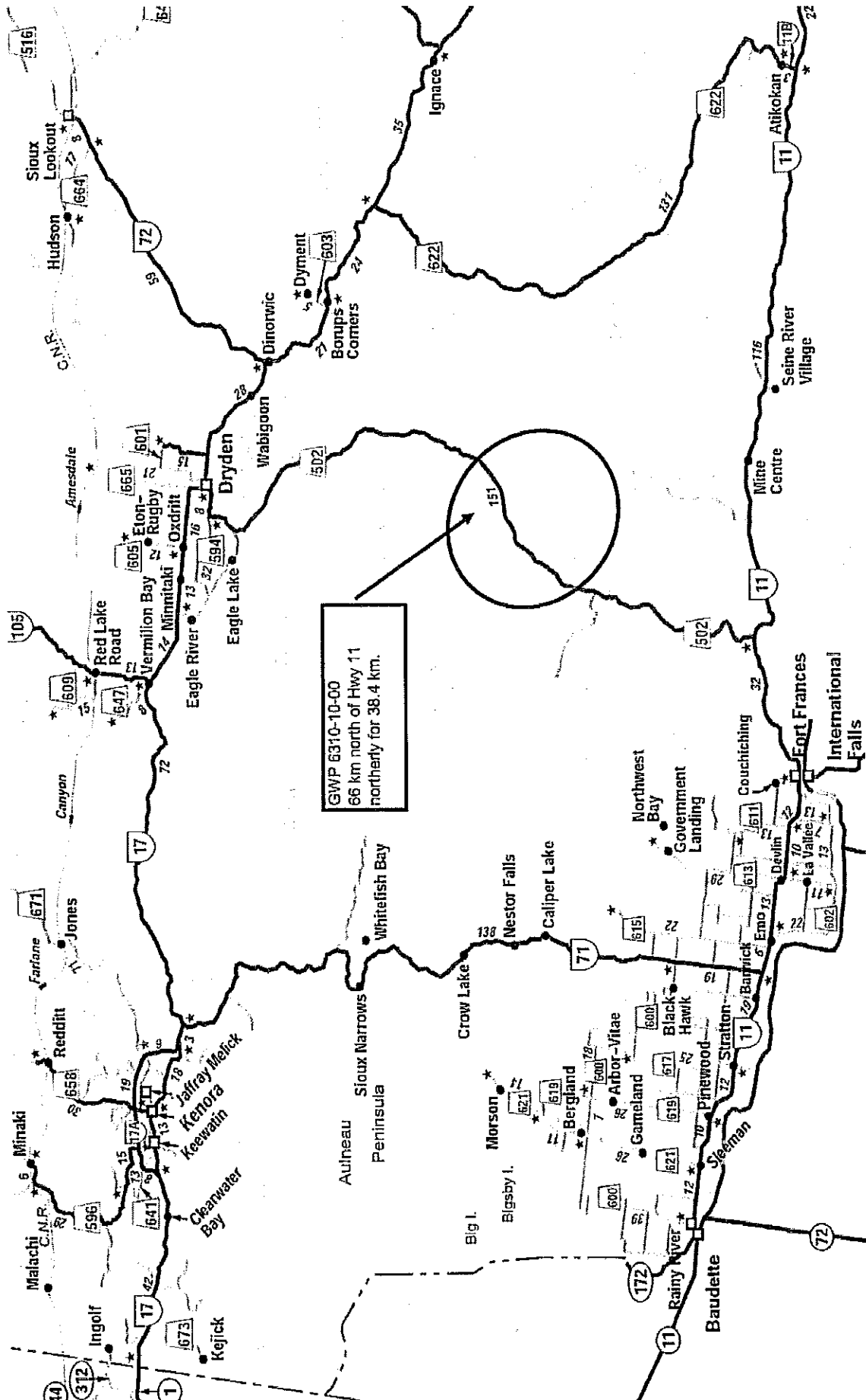
Gary Thoms, P. Eng.,  
Manager of Highway Engineering  
TBT Engineering Limited

Att: Key Plan

# KEY PLAN



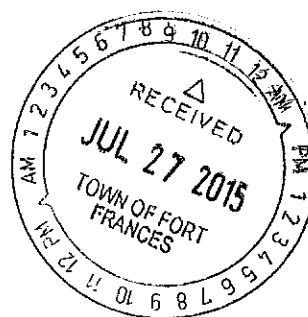
Contract Number: 6310-10-00  
 Ontario Ministry of Transportation Highway Improvements  
 Highway 502 from 66.0 km North of the Junction of Highway 11 and Highway 502, Northerly for 38.4 km





Perth-Wellington Constituency Office  
Stratford, Ontario

**Randy Pettapiece, MPP**  
Perth-Wellington



July 21, 2015

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

Dear Ms. Slomke:

**Re: Resolution for Fairness in Provincial Infrastructure Funds**

I am writing to inform you of my upcoming private member's resolution in the Ontario legislature and to formally request your support. It reads as follows:

*That, in the opinion of this House, the government should guarantee that government-held ridings and opposition-held ridings be given equal and transparent consideration on infrastructure funding, and that when funding decisions are made, should guarantee that all MPPs, whether in government or opposition, be given fair and equal advance notice of the official announcement.*

The basis for my resolution is simple: When municipalities apply for provincial infrastructure funding, you should expect that your application would be evaluated based on merit. You should expect that it would be evaluated promptly, based on well-defined and transparent criteria. Finally, you should expect that the decision to approve your application would never depend on your MPP's political stripe.

There is, after all, no such thing as Liberal, PC or NDP infrastructure money; there is only *public* money. That money comes from taxes that we all pay; everyone in the province should expect a similar quality of infrastructure and services, regardless of where they live.

Because municipalities rely on provincial partnerships to fund critical infrastructure projects, the consequences of provincial funding decisions can be far-reaching. The provincial government must respect this partnership and ensure that government and opposition-held ridings are given equal consideration when it comes to infrastructure investment decisions. Too often, however, there is at least a persistent perception that public infrastructure dollars have, in at least some cases, been directed according to politics and not according to need.

.../2





Having served as a municipal councillor, I know that the process to apply for infrastructure funding is a major—and sometimes frustrating—undertaking. It often entails significant red tape and investments of staff time and resources. Before making those investments, municipalities need some assurance that, based on clear criteria, your application has a reasonable chance of success. You also need to know that your MPP will advocate on your behalf and, most importantly, decision-makers will be receptive to that advocacy no matter if the MPP serves in government or opposition.

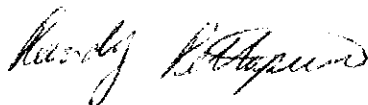
The final section of my resolution deals with infrastructure announcements themselves. These announcements must, I believe, be depoliticized in order to address the perception that opposition-held ridings are disadvantaged—or worse yet, being punished—for voting against the government.

**If your municipality supports the intent of my resolution, I would encourage you to consider passing a formal resolution to support it.** If your Council decides to proceed in this way, I would appreciate receiving a copy of your resolution as soon as possible. Debate on this resolution is scheduled for October 8, 2015.

I would appreciate your views on this matter, and your own experience in your municipality concerning access to provincial infrastructure funds. If you have any feedback on this issue, or if you require any additional information, please don't hesitate to contact me at 519-272-0660 or by email: [randy.pettapiececo@pc.ola.org](mailto:randy.pettapiececo@pc.ola.org).

Thank you very much for your consideration.

Sincerely,

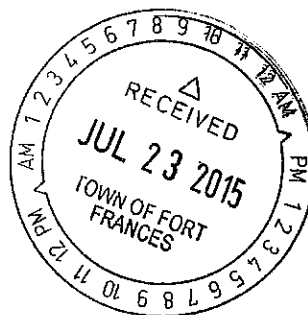


Randy Pettapiece, MPP  
Perth-Wellington



601 Mowat Ave • Fort Frances, ON • (807) 274-9621 • [www.harmonyofnations.ca](http://www.harmonyofnations.ca)

To: Mark McCaig, Mayor & Council  
Town of Fort Frances  
320 Portage Ave  
Fort Frances, ON  
P9A 3P9



July 21<sup>st</sup>, 2015

Dear Mr. McCaig, Mayor & Council,

On behalf of the *Harmony of Nations Music Festival*, I would like to sincerely thank you for the Town of Fort Frances' support of the festival this year. I hope that you were able join us for a great weekend of celebrating music, arts and culture.

Your support of our festival helped make *Harmony of Nations* a success. With your help, the festival created a memorable event to engage the community and welcome visitors to the area. *Harmony of Nations* enabled members of four nations to work together and provided an opportunity for youth to become involved in music.

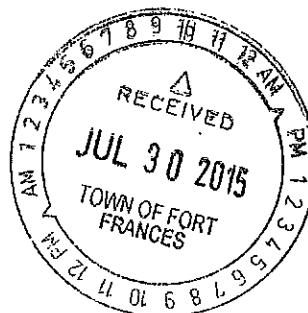
Thank you for making our community a more inclusive and vibrant place to live,

Sincerely,

Maria Cristina Ciotti  
Festival Coordinator  
[staff@go-localfortfrances.com](mailto:staff@go-localfortfrances.com)  
W: (807) 274-9621



MUNICIPAL PROPERTY ASSESSMENT CORPORATION



July 22, 2015

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

Dear Mayor Avis:

I am writing regarding the Municipal Property Assessment Corporation's (MPAC) 2015-2017 Facilities Renewal Plan, a province-wide initiative aimed at continuing to improve service delivery to municipalities and property taxpayers while managing our costs.

MPAC began reviewing its office facilities several years ago. As leases expired, we began to relocate and/or amalgamate some offices in order to reduce space and create operational efficiencies. With the implementation of the 2015-2017 plan, we will be relocating our Fort Frances office, within the surrounding area, by the end of 2016. We will update you further once a location has been selected.

The decision to consolidate offices is expected to enhance MPAC's ability to deliver its core service of inspecting properties. These changes will allow us to strengthen our presence in local communities and work with municipalities to transform stakeholder relationships into true partnerships. By increasing our presence in communities, we will be able to better focus our resources on adding assessment to the roll in a timely manner.

These changes also support MPAC's 2013-2016 Strategic Plan and our commitment to create operational efficiencies and cost savings. These savings will be passed on to Ontario's municipalities and will in no way affect our products or services. We anticipate these changes, as well as other initiatives we are working on as part of our 2013-2016 Strategic Plan, will result in \$20M in cost savings by the end of 2016.

Mayor Roy Avis  
July 22, 2015  
Page 2 of 2

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We look forward to continuing to work with you and your municipality to determine how we can best serve your community.

If you have any questions or concerns, please contact me at 519 271-0250 extension 234.

Yours truly,



Dan Mathieson  
Chair, MPAC Board of Directors

**Copy** Mark McCaig, Chief Administrative Officer, Town of Fort Frances  
MPAC Board of Directors  
Antoni Wisniowski, President and Chief Administrative Officer, MPAC  
Rose McLean, Vice-President, Valuation and Customer Relations, MPAC  
Lee Taylor, Acting Vice-President, Municipal and Stakeholder Relations, MPAC  
Walter Veneruzzo, Director, Valuation and Customer Relations, MPAC  
Darryl Bender, Account Manager, Municipal and Stakeholder Relations, MPAC



July 10, 2015

The Honourable Charles Sousa  
Minister of Finance  
7 Queen's Park Crescent, 7<sup>th</sup> Floor  
Toronto, ON M7A 1Y7

And

The Honourable Ted McMeekin  
Minister of Municipal Affairs  
777 Bay Street, 17<sup>th</sup> Floor  
Toronto, ON M5G 2E5

Dear Sirs:

RE: Vacancy Rebate Program

Please be advised that on June 22, 2015, Haldimand County Council adopted the following resolution:

*WHEREAS a Vacancy Rebate Program, as defined under Section 364 of The Municipal Act and Ontario Regulation 325/01, allows for property tax relief to be granted to eligible business properties when vacant for a minimum of 90 consecutive days;*

*AND WHEREAS Haldimand County does not believe that the Provincial legislation intended that local taxpayers bear the cost of a business/collective bargaining strategy when such "vacancy" is caused by a labour disruption, such as an employee lockout/strike;*

*AND WHEREAS a recent interim decision by the Assessment Review Board to allow for a vacancy tax rebate under these circumstances is precedent setting, unless overturned on appeal;*

*NOW THEREFORE BE IT RESOLVED THAT the Minister of Finance and Minister of Municipal Affairs be requested to review this legislation from a public policy perspective, to ensure that businesses are not eligible for a reduced property tax burden if the claimed "vacancy" is a result of a labour disruption;*

*AND THAT a copy of this resolution be forwarded to the following for their support:*

- *M.P.P. Toby Barrett*
- *Association of Municipalities of Ontario (and for circulation to all member municipalities)*
- *City of Toronto*
- *Municipal Finance Officers Association*
- *Ontario Municipal Tax and Revenue Association*
- *Association of Municipal Managers, Clerks and Treasurers*
- *Municipal Property Assessment Corporation*
- *Ontario Federation of Labour*
- *Canadian Labour Congress*

Should you require further information, please contact Karen General, General Manager, Corporate Services at 905-318-5932 x 6321.

Yours truly,



Evelyn Eichenbaum  
Clerk

EE/tc

cc M.P.P. Toby Barrett  
Association of Municipalities of Ontario  
City of Toronto  
Municipal Finance Officers Association  
Ontario Municipal Tax and Revenue Association  
Association of Municipal Managers, Clerks and Treasurers  
Municipal Property Assessment Corporation  
Ontario Federation of Labour  
Canadian Labour Congress  
Mark Merritt, Treasurer, Haldimand County  
Karen General



July 31, 2015

To Municipal Councils in the Province of Ontario

**Re: Opposed to the Sale of Hydro One**

The Council of the Township of Havelock-Belmont-Methuen has resolved their support for the resolution passed by the County of Peterborough calling on the Provincial Government to halt the sale of any part of Hydro One; to maintain Hydro One as a wholly owned public asset for the benefit of all Ontarians; and to strengthen Hydro One by investing in the next generation of workers and upgrading aging infrastructure.

Members of Council offer their full support for the following resolution passed by the County of Peterborough and have directed that their support be circulated to all municipalities in the Province of Ontario:

*WHEREAS the public electricity system in Ontario is a critical asset to the economy and generates significant revenue for municipal and provincial governments and gives Ontario a competitive advantage; and*

*WHEREAS experience in other jurisdictions shows that privatization typically means consumers pay more for electricity; and*

*WHEREAS some Ontario municipalities have examined possible sales or mergers of their local distribution companies, and have decided not to sell to Hydro One or the private sector; and*

*WHEREAS the privatization, partial or whole, of electricity will lead to higher rates and less control; and*

*WHEREAS the sale of shares in Hydro One will provide a short-term financial gain for the province in exchange for a much larger long-term financial loss; and*

*WHEREAS the Province of Ontario has no mandate from voters to sell any part of Hydro One and that such mandate should only be pursued through a public referendum asking Ontarians for their vote of Yes or No with regards to the sale of any part of Hydro One;*

*NOW THEREFORE be it resolved that The Corporation of the County of Peterborough call on the provincial government to:*

- *Halt the sale of any part of Hydro One, and maintain Hydro One as a wholly public asset for the benefit of all Ontarians;*
- *Strengthen Hydro One by investing in the next generation of workers and upgrading aging infrastructure;*

*AND BE IT FURTHER resolved that the County of Peterborough communicate this resolution to the Premier, with copies to the Minister of Finance, the Minister of Energy, area MPP's and the Association of Municipalities of Ontario;*

*AND BE IT FURTHER resolved that The Corporation of the County of Peterborough work through the Association of Municipalities of Ontario (AMO) and the Electricity Distributors Association to express their opposition to the privatization of Hydro One.*

Thank you for your consideration and support in this matter.

On behalf of the Council of the Township of Havelock-Belmont-Methuen,



Glenn Girven  
Clerk

Cc    The Premier of Ontario  
       The Minister of Finance  
       The Minister of Energy  
       M.P.P. Jeff Leal  
       Association of the Municipalities of Ontario





Dear unincorporated area property owner,

In 2015, the *Ontario Budget* announced changes to Provincial Land Tax (PLT) rates. This is an important first step toward creating a fair and modern PLT system. Your final 2015 tax bill reflected the updated 2015 PLT rates, and included an insert to help explain the changes.

To follow up on the information provided, the Ministry of Finance will be holding a series of Open Houses in centrally-located municipalities and unincorporated areas across Northwestern Ontario from mid-August through September. We are working with local roads and services board representatives to organize a number of these sessions. Materials will be available online prior to the Open Houses at: [www.fin.gov.on.ca/en/tax/plt/](http://www.fin.gov.on.ca/en/tax/plt/).

**Pellatt**

**Thursday, August 20**

**6:30 – 8:30pm**

Pellatt Community Centre

1 Fire Hall Road

(Located on Highway 641)

**Fort Frances**

**Tuesday, August 25**

**6:30 – 8:30pm**

La Place Rendez-Vous

1201 Idylwild Drive B2 - RR#2

**Wabigoon**

**Wednesday, August 26**

**6:30 – 8:30pm**

Wabigoon Memorial Hall

POV 2W0

**Nipigon**

**Tuesday, September 15**

**6:30 – 8:30pm**

Nipigon Community Centre

135 Wadsworth Drive

**Lapre**

**Wednesday, September 16**

**6:30 – 8:30pm**

Gorham and Ware Community School

2032 Kam Current Road

**Thunder Bay**

**Tuesday, September 22**

**6:30 – 8:30pm**

Holiday Inn Express

1041 Carrick Street

**Nolalu**

**Wednesday, September 23**

**6:30 – 8:30pm**

Nolalu Community Centre

2266 Highway 58

**Proposed Agenda**

**6:30 - Doors Open**

**6:40 – 7:05 - Presentation**

**7:05 – 7:30 – Post-presentation Q&A**

**7:30 – 8:30 – Open House\***

*\*At each Open House, staff from the Municipal Property Assessment Corporation and government ministries will be available to answer questions and provide information.*

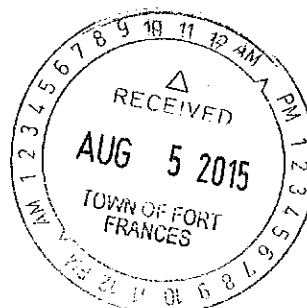
Please RSVP with your name, contact information, and the session you wish to attend by emailing us at [pltreformoffice@ontario.ca](mailto:pltreformoffice@ontario.ca), or by calling us toll free at 1-844-637-6465.

If there are any changes to the schedule, we will work with local boards to keep you informed. You can also visit the Ministry of Finance website at [www.fin.gov.on.ca/en/tax/plt/](http://www.fin.gov.on.ca/en/tax/plt/) for up-to-date information.

Sincerely,

Ashley McCall

Manager, Provincial Land Tax Policy Unit



TOWN OF FORT FRANCESMINUTESSESSION NO. #13Thursday, June 18, 2015

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room at the Civic Centre on June 18, 2015 at 8:00 a.m.

PRESENT: Councillor Ken Perry, Councillor Paul Ryan, and Councillor Wendy Brunetta

ALSO PRESENT: Laurie Witherspoon, Treasurer, Dawn Galusha, Deputy-Treasurer, Aaron Petrin, HR Manager, Jason Kabel, Community Services Manager, Shawna McRitche, Interim Daycare Superintendent

REGRETS: Mayor Roy Avis

**1. Call to Order**

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

2.1 Councillor Brunetta declared a conflict of interest on agenda item 7.1 Councillor W. Brunetta Agency One meeting Per Diem as those are her expenses.

2.2 Councillor Perry declared a conflict of interest on agenda items 7.2 Councillor K. Perry NOMA Conference Per Diem & Travel Expenses, 7.3 Councillor K. Perry Agency One Meeting Per Diem, 7.4 Councillor K. Perry Regional Economic Development Committee Travel & Per Diem as those are his expenses.

**3. Approval of Previous Committee Minutes**

3.1 The Committee considered the following resolution:  
Brunetta-Ryan: That the minutes of the previous meeting held on June 2, 2015 be approved as distributed. CARRIED

**4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

4.1 Councillor John Albanese Agency One Meeting Per Diem

4.2 Canada Day/Fun In The Sun Committee Request

4.3 Town Dragon Boat Festival Team

4.4 Councillor Doug Kitowski Agency One Meeting Per Diem

**5. In-Camera**

5.1 Child Care Wage Enhancement Grant  
Brunetta-Perry: That the Administration & Finance Executive Committee now meet in-camera in order to address a matter pertaining to labour relations or employee negotiations. CARRIED

**6. Items Referred from Council**

6.1 Boundary Waters Dragon Boat Club Request - The Committee recommended to authorize a \$1,000.00 payment to the Boundary Waters Dragon Boat Club, being the original financial request, of which is approved in the 2015 General Operational Budget providing financial assistance toward the costs of operating the Festival.

## 7. New Business

- 7.1 Councillor W. Brunetta Agency One Meeting Per Diem - The Committee recommended to approve the per diem and Travel Expense claims in the total amount of \$150.00 as submitted by Councillor Wendy Brunetta for her attendance at the May 26, 2015 Agency One Meeting held in Fort Frances.
- 7.2 Councillor Ken Perry Agency One Meeting Per Diem - The Committee recommended to approve the per diem and Travel Expense claims in the total amount of \$529.93 as submitted by Councillor Ken Perry for his attendance at the Northern Ontario Municipal Association (NOMA) Conference held in Thunder Bay on April 22 - 24, 2015.
- 7.3 Councillor K. Perry Regional Economic Development Committee Travel & Per Diem Claims - The Committee recommended that this matter be discussed at the June 22, 2015 Committee of the Whole meeting to determine if the per diem claim in the amount of \$75.00 and travel expense claim of \$27.26 as submitted by Councillor Ken Perry for his attendance at the June 3, 2015 Regional Economic Development Committee Meeting held in Emo is an allowable claim thereby necessitating an amendment to By-Law No. 02/10B Schedule "A".
- 7.4 Mayor R. Avis Agency One Meeting & Strat Plan Meeting Per Diem Claims - The Committee recommended to approve the per diem claims in the total amount of \$300.00 as submitted by Mayor Roy Avis for his attendance at the May 26, 2015 Agency One Meeting held in Fort Frances and the June 11, 2015 Strat Plan Meeting held at Kiwanis Sunny Cove Camp.

## 8. Non-agenda Items

- 8.1 Councillor John Albanese Agency One Meeting Per Diem - The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor John Albanese for his attendance at the Agency One Meeting held in Fort Frances on May 26, 2015.
- 8.2 Canada Day/Fun In The Sun Committee Request - The Committee recommended to authorize an additional fireworks grant payment equal to the donations received from local businesses for the Canada Day fireworks.
- 8.3 Town Dragon Boat Festival Team - The Committee recommended to authorize public relation expenditure up to \$800.00 to sponsor the Town of Fort Frances Dragon Boat Festival team for the planned June 27, 2015 event.
- 8.4 Councillor Doug Kitowski Agency One Meeting Per Diem - The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor Doug Kitowski for his attendance at the Agency One Meeting held in Fort Frances on May 26, 2015.

## 9. Outstanding Items

- 9.1 Couchiching Sewer & Water Agreement Signage

## 10. Information

- 10.1 General Operating Financial Statement as at May 31, 2015
- 10.2 Water & Sewer Operating Financial Statement as at May 31, 2015
- 10.3 Capital Fund Financial Statement as at May 31, 2015

11. Adjourn / Next Meeting Date

11.1 Next Administration & Finance Executive Committee Meeting Date: July 7, 2015

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Executive Committee Chair

\_\_\_\_\_  
M. McCaig, CAO

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #14

Thursday, July 7, 2015

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room at the Civic Centre on July 7, 2015 at 12:00 p.m.

PRESENT: Councillor Ken Perry, Councillor Paul Ryan, and Councillor Wendy Brunetta

ALSO PRESENT: Dawn Galusha, Deputy Treasurer, and Aaron Petrin, HR Manager

REGRETS: Mayor Roy Avis

**1. Call to Order**

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

- 2.1 Councillor Perry declared a conflict of interest on agenda items 7.2 Councillor K. Perry Strategic Planning Meeting Per Diem and 7.3 Councillor K. Perry NOMA Board Meeting Per Diem as those are his expenses.
- 2.2 Councillor Brunetta declared a conflict of interest on agenda item 8.1 Councillor W. Brunetta Strategic Planning Meeting Per Diem as those are her expenses.

**3. Approval of Previous Committee Minutes**

- 3.1 The Committee considered the following resolution:  
Ryan-Brunetta: That the minutes of the previous meeting held on Thursday, June 18, 2015 be approved as distributed. CARRIED

**4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

- 4.1 Councillor W. Brunetta Strategic Planning Meeting Per Diem
- 4.2 Councillor J. Albanese Strategic Planning Meeting Per Diem

**5. In-Camera**

**6. Items Referred from Council**

**7. New Business**

- 7.1 Councillor D. Kitowski Strategic Planning Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor Doug Kitowski for his attendance at the Strategic Planning Meeting held at Kiwanis Sunny Cove Camp on June 11, 2015.
- 7.2 Councillor K. Perry Strategic Planning Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor K. Perry for his attendance at the Strategic Planning Meeting held at Kiwanis Sunny Cove Camp on June 11, 2015.
- 7.3 Councillor K. Perry NOMA Board Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor Ken Perry for his attendance at the NOMA Board Meeting held at the Victoria Inn in Thunder Bay, Ontario on June 17, 2015.

**8. Non-agenda Items**

- 8.1 Councillor W. Brunetta Strategic Planning Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor W. Brunetta for her attendance at the Strategic Planning Meeting held at Kiwanis Sunny Cove Camp on June 11, 2015.
- 8.2 Councillor J. Albanese Strategic Planning Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor J. Albanese for his attendance at the Strategic Planning Meeting held at Kiwanis Sunny Cove Camp on June 11, 2015.

**9. Outstanding Items**

- 9.1 Couchiching Sewer & Water Agreement Signage
- 9.2 Mayor and Council Accident Coverage- Aaron Petrin, HR Manager, provided an update on the available options.

**10. Information**

**11. Adjourn / Next Meeting Date**

- 11.1 Next Administration & Finance Executive Committee Meeting Date: August 4, 2015

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Executive Committee Chair

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M. McCaig, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. # 10July 6, 2015

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 6, 2015 from 8:00 a.m. to 9:20 a.m.

PRESENT: D. Kitowski, Chair, Councillors W. Brunetta, J. Albanese

ALSO PRESENT: M. McCaig, CAO, F. Flatt, Municipal Planner (8:00 - 8:59am), P. Briere, A. Byrnes, By-Law Enforcement, T. Rob, Secretary, Mrs. Cyndee Madore, Guest (8:54 - 8:58am)

**1. Call to Order - 8:00am**  
Session No. 10

**2. Disclosure of pecuniary interest and the general nature thereof - None**

**3. Approval of Previous Committee Minutes**

3.1 Approval of the Minutes of June 15, 2015 Meeting - Approved as circulated

**4. Non-agenda Items - None**

**5. In-Camera**

5.1 Property Matter - 535 Riverview Dr.  
- Recommendation to proceed with the conveyance of the property to the adjacent property owner, and undertake a letter of understanding in regards to the placement of snow for the purpose winter time clearing of the lane.

2015-07 Albanese-Brunetta: THAT the Planning and Development Executive Committee meet to address a matter pertaining to a proposed or pending acquisition of land for municipal or local board purposes or disposal of land no longer needed for municipal purposes, more specifically item 5.1 - 535 Riverview Dr. disposition of land being Part 1 & Part 7 of Parcel 37-2

CARRIED

**6. Items Referred from Council**

**7. New Business**

7.1 P. Briere - Off-Road Vehicles By-Law #35/79 & Highway Traffic Act Amendments July 1, 2015  
- Recommendation given to continue with the current By-Law and amendments as written, and By-Law to research and consolidate our current By-Law and bring a new Off Road Vehicles By-Law back to the Committee in the future.

7.2 P. Briere - Waiving of Sign Permit Requirements for specific temporary signage  
- Recommendation from the Planning and Development Executive Committee to waive the sign permit requirements for the purposes of the construction on King's Highway

7.3 P. Briere - Review and Update of the Town of Fort France Sign By-Law #19/1  
- By-Law Enforcement with the CBO to review the current Sign By-Law and bring a new amended By-Law back to the Committee for review

7.4 F. Flatt - Committee of Adjustment recommendation RE: Request for refund of Planning Application fees.

- The Planning and Development Executive Committee accepts the recommendation from the Committee of Adjustment and the Planning and Development Executive Committee recommend that the request be referred to Council for approval

**8. Outstanding Items**

**8.1 Huffman Court Lot Sales**

- Recommendation that we investigate the use of a realtor for lot sales for a predetermined time period and then review the performance after the expiry of the term and reivew the terms and conditions at the next meeting of the Planning and Development Executive Committee.

**9. Information - None**

**10. Adjourn / Next Meeting Date - 9:20am**  
August 5, 2015 12:00 noon



D. Kitowski - Executive Committee Chair



T. Rob - Executive Committee Secretary



TOWN OF FORT FRANCESMINUTESSESSION NO. # 0013July 6, 2015

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the '52 Canadians Meeting Room on July 6, 2015 from 10:30 a.m. to 11:19 a.m.

PRESENT: Ken Perry - Chairman, John Albanese - Councillor, June Caul - Councillor, Jason Kabel - Manager of Community Services

**1 CALL TO ORDER**

- 1.1 K. Perry called the meeting to order at 10:30am. J. Kabel recorded the minutes of the meeting.

**2 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF**

- 2.1 NIL

**3 APPROVAL OF PREVIOUS COMMITTEE MINUTES**

- 3.1 Community Services Executive Committee Meeting - June 15, 2015 - approved as presented.

**4 ITEMS REFERRED FROM COUNCIL**

- 4.1 NIL

**5 NEW BUSINESS**

- 5.1 Seniors Community Grant - The Committee recommended to have the funding agreement endorsed and returned to the Ontario Seniors Secretariat.
- 5.2 Semi-annual report - accepted for presentation at Council meeting with two grammatical changes.
- 5.3 Memorial Sports Centre - Concessionaire Agreement - The committee made recommendation to have the 2015-16 concessionaire agreement go to an RFP process to determine the concession attendant with a contract to be negotiated later with the successful tender.

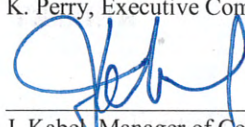
**6 NON-AGENDA ITEMS****7 INFORMATION**

- 7.1 Next Meeting - **Tuesday, August 4, 2015 @ 11:00am**

**8 CLOSING**

- 8.1 There being no further matters before the committee at this time, the meeting was closed at 11:19 am.

  
K. Perry, Executive Committee Chair

  
J. Kabel, Manager of Community Services