

TOWN OF FORT FRANCES

AGENDA - September 14, 2015

MEETING - Council Chambers , Civic Centre

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1. COUNCIL MEETING

(Session No. 020) 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 Rainy River Future Development Corporation: Activity Report and Invoice for Services (April 1 - June 30, 2015) 5 - 13

2.2 Fort Frances Fire Rescue Services - Annual Report for 2014 and BiAnnual Report for the first half of 2015 14 - 29

2.3 Minutes of Settlement - Request for Reconsideration (128 Third Street West) for 2015 30 - 33

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Northwestern Ontario Sports Hall of Fame and Museum: Advertising Opportunity 34

-will be referred to the Administration & Finance Executive Committee for recommendation

3.3 Joy Lockman, Fort Frances Resident: Parking concerns 35

-will be referred to the Planning & Development Executive Committee for recommendation

3.4 Fort Frances Curling Club: Tax Rebate Request 36

-will be referred to the Administration & Finance Executive Committee for recommendation

3.5 Downtown Scott Street B.I.A.: Tree Removal 37

-will be referred to the Operations & Facilities Executive Committee for recommendation

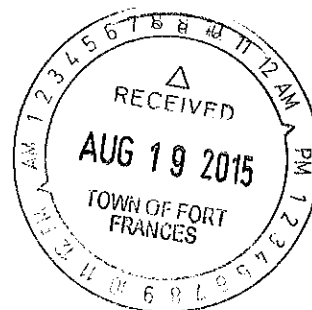
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3.6 Downtown Scott Street B.I.A.: Relocation of Mural & Sidewalk Brick Replacements -will be referred to the Operations & Facilities Executive Committee for recommendation	38
3.7 Ontario Coalition for Better Child Care and Canadian Union of Public Employees: Request Proclamation -will be advised of Council's proclamation	39 - 40
3.8 North Western Ontario Tourism Association: Membership Opportunity -will be referred to the Administration & Finance Executive Committee for recommendation	41 - 42
3.9 Riverside Foundation for Health Care: Annual Fall Dinner Sponsorship Opportunity - will be referred to the Administration & Finance Executive Committee for recommendation	43 - 44
3.10 Recycling Council of Ontario: Request Proclamation - will be advised of Council's proclamation	45 - 48
3.11 Application for Amendment of Site Plan Control Agreement - will be referred to the Planning & Development Executive Committee for recommendation	49 - 54
4. <u>Approval of Council Minutes: *</u>	
4.1 Session Nos. 018 and 019 dated August 10, 2015 and August 31, 2015 respectively.	
5. <u>Approval of Committee of the Whole Minutes: *</u>	
5.1 Session Nos. 029 and 030 dated August 10, 2015 and August 31, 2015 respectively	
6. <u>Resolutions from tonight's Committee meeting</u>	
7. <u>By-Laws:</u>	
7.1 Being a by-law to approve a Haulage Agreement with Emterra Environmental for transportation of recyclable materials.	55 - 70
7.2 Being a by-law to approve a Processing Agreement with Emterra Environmental for processing services for non-hazardous solid waste/recyclables.	71 - 90

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7.3 Being a by-law to authorize an agreement with Paul Heayn for his services as meeting investigator.	91 - 106
7.4 Being a by-law to approve an agreement with JMX Contracting Inc. for the demolition of the Rainy Lake Hotel.	107 - 111
7.5 Being a by-law to execute a wage enhancement agreement with Rainy River District Social Services Administration Board (2015 Provincial Child Care one time funding program).	112 - 117
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-AMO Policy Update - Government Announces New Disaster Recovery Assistance Program	
-Member Communication - What's Next Ontario Update	
-AMO Policy Update - Municipal POA Courts Cost Recovery - Ministry of the Attorney General Announces 50% Increases	
-Policing Update - Minister Announces Consultations on a New Legislative Framework	
-AMO Annual Report Available Online (2014)	
-AMO Policy Update - Special Advisor Releases Community Hubs Report	
-AMO Policy Update - Health Funding Review Report and Funding Allocation Announcement	
-AMO Breaking News - AMO Support for the Syrian Refugee Crisis - Call to Action	
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- Municipal Energy Finance Workshop	
- Practical Solutions for Municipal Risk Management Symposium	
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9.5 Northwestern Ontario Municipal Association (NOMA): MTO Consultation on Inter-City Bus Services	162 - 166
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10.6 Community Services Executive Committee - August 4, 2015	209 - 210
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	
13. <u>* Previously distributed to Council</u>	
14. <u>** Items can be viewed by contacting the Clerk</u>	



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



August 15, 2015

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


Dear Mark:

Please find attached the Rainy River Future Development Corporation's (RRFDC) invoice for services for the period April 1/15 – June 30/15. The Activity Report for the enhanced services is also attached.

We look forward to presenting our activities to Council on a date to be determined.

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

Yours truly,



Geoff Gillon
Regional Economic Developer





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

30-Jun-15

Invoice # 001-07-2015

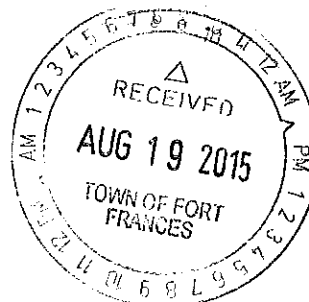
INVOICE

To: Town of Fort Frances
Attn: Mark McCaig

From: Rainy River Future Development Corporation

For: Fort Frances Economic Development
For the period of April 1, 2015 to June 30, 2015

Amount: \$29,472.44



Description:

Forest Industry Re-Positioning	\$46,216.65
Mining Supply and Services	\$5,086.21
Tourism Product Development	\$15,381.91
Existing SME Support	\$4,605.49
Value Added Products	\$2,261.47
Enhanced Services Economic Development	\$3,220.21
Economic Development Intern/Summer Student	\$1,346.75
Communities in Transition	\$7,277.73

Total Project Expenses \$85,396.42

**Less Fednor/NOHFC Apr 1/15 to June 30/15
And Other Support** -\$55,923.98

AMOUNT DUE \$29,472.44

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

Due Upon Receipt



RRFDC ACTIVITY REPORT

April to June 2015

RAINY RIVER FUTURE DEVELOPMENT CORPORATION
601 MOWAT AVENUE, FORT FRANCES, ONTARIO P9A 1Z2
PH: 807-274-3276 FAX: 807-274-6989

Report to Town of Fort Frances April to June 2015

Economic Development Activities :

The RRFDC continued to move forward with the enhanced economic development project and “The Path Forward” action plan.

- Supported the Fort Frances Economic Development Office with Economic Development Advisory Committee meetings and numerous projects.

Forestry:

The RRFDC closed the RFP for a Strategic Forest Products Opportunity Analysis in early January. Strategy Corp continued to work on behalf of the RRFDC through this period along with input and advice from Mike Willick, the Forestry Consultant.

Mining:

Industrial and Commercial Preparedness

The RRFDC held a “Women in Mining” symposium on May 6 at the Copper River Inn. Over 60 women participated in this session. The session was held in conjunction with members of New Gold’s staff and Barb Courte of PARO.

We also promoted the District as a mining supply and services location and worked with New Gold in seeking training assistance.

Housing

The RRFDC worked with New Gold to discuss housing opportunities in Fort Frances and the District. Video production continued to include two additional videos that will help new residents know more about our community. Our interns continue to work with ENGAGE, the young professionals network.

The RRFDC participated in the grand opening of the mine site.



Report to Town of Fort Frances

April to June 2015

Tourism

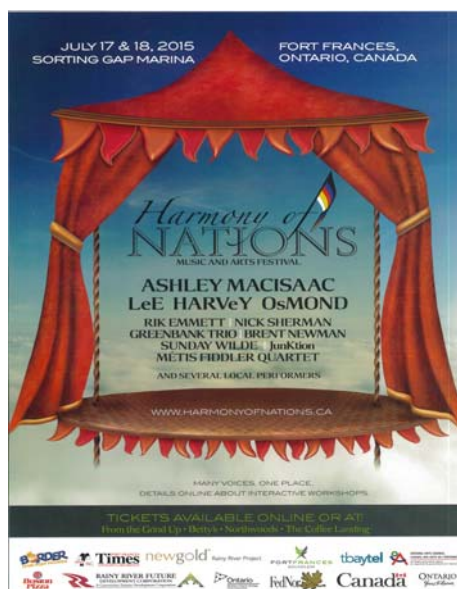
Harmony of Nations

RRFDC continued to plan the second Harmony of Nations Music Festival for July 17-18th, 2015. Online tickets and paper tickets were made available.

FRIDAY 5:00pm	Opening Ceremonies	SATURDAY 5:00pm	Junktion
5:45 pm	Metis Fiddler Quartet	5:45 pm	Ethan Armit
6:30 pm	Robert Olson	6:00 pm	Sunday Wilde
6:45 pm	Brent Newman	6:45 pm	The Wild Horses
7:30 pm	Jamie Labrador	7:00pm	Greenbank Trio
7:45 pm	Rik Emmett	7:45 pm	Ira Johnson
8:45 pm	Ryan Van Belleghem	8:00 pm	Nick Sherman
9:15 pm	LeE HARVeY OsMOND	8:45 pm	Kings of None
		9:15 pm	Ashley MacIsaac

Report to Town of Fort Frances April to June 2015

A mailer was sent to International Falls and significant online advertising was done to encourage American and out of area attendance.



Bass Tournament

The RRFDC continued to assist with the FFCBC, by providing the tent and any other support requested by organizers.

Dudley Hewitt Cup

Fort Frances Laker's Junior Hockey Club successfully held the Dudley Hewitt Tournament with all but one game sold out.



Report to Town of Fort Frances

April to June 2015

Snow Birds

The Town of Fort Frances successfully hosted the Snowbirds Air Show on June 10th, 2015. This exciting event saw an attendance of over 1200 aviation enthusiasts.



Fort Frances Tourist Information Center (FFTIC)

The FFTIC has re-opened for summer 2015 and our partnership with Sunset Country is stronger than ever. We have invested in new displays (fish and a moose), and signage and are in the process of installing pictorial panoramas on the walls.

We continue to remain active on all the Town's social media platforms.

Branding

The Brand has been presented to various organizations within the community.

The RRFDC has updated the Town of Fort Frances' marketing through digital media and launched the new Fort Frances website.

We have also installed new entrance signage at both ends of the town.



Report to Town of Fort Frances April to June 2015

Summer Tourism Ad



Rainy Lake Market Square

The NOHFC portion of the project, \$1 million, has been approved and we are awaiting approval of the \$655K requested from FedNor.

Value Added Products

The RRFDC continues to assist the Fort Frances Clinic in seeking new private sector opportunities and in their efforts to gain access to adjacent lands for development.

Small and Medium Enterprise (SME) Support

The RRFDC has held business start up sessions and social media presentations.

Assisted Living

The RRFDC continues to assist the Assisted Living Action Group (ALAG) in their efforts to develop an assisted living facility in Fort Frances when asked.

We also continue to work with a group of seniors support agencies to evaluate the potential for Fort Frances accessing a provincial grant for Age Friendly Community planning for 2016.

Report to Town of Fort Frances

April to June 2015

The RRFDC also continues to work with the Seniors Group in Emo who are now looking to develop an independent living apartment complex as the LHIN is now taking care of assisted living units.

Telecommunications

The RRFDC has submitted our Phase II application to the NOHFC and our partner, Tbay Tel, has submitted to Industry Canada to upgrade telecommunications services across the District.

Go Local

Go Local is now in its 2nd year. Over 4000 cards are in circulation and the businesses have awarded over 1,000,000 points and over \$50,000 in gift cards have been given out to loyalty members that have ultimately returned to the pockets of our local businesses.

Community Foundation

The RRFDC hosted a fundraising session with Sandra Larmour from Toronto. She is a private consultant who specializes in fundraising for community foundations. Over 35 people from various community organizations attended.

Agricultural Cluster

The RRFDC continues its work with the two agricultural consortiums, Land Clearing and Tile Drainage. The tile drainage project is well underway with over 1300 acres tiled this past summer. MNRF approvals and recommendations have been received and producers are moving ahead with their clearing.

The RRFDC has also submitted a Tile drainage #2 project to the NOHFC for approval.

We are also working on submitting a Land Clearing #2 project later this spring.

FORT FRANCES FIRE RESCUE SERVICE

Fort Frances Fire Rescue Service **Annual Report for 2014 and Biannual** **Report for the First Half of 2015**

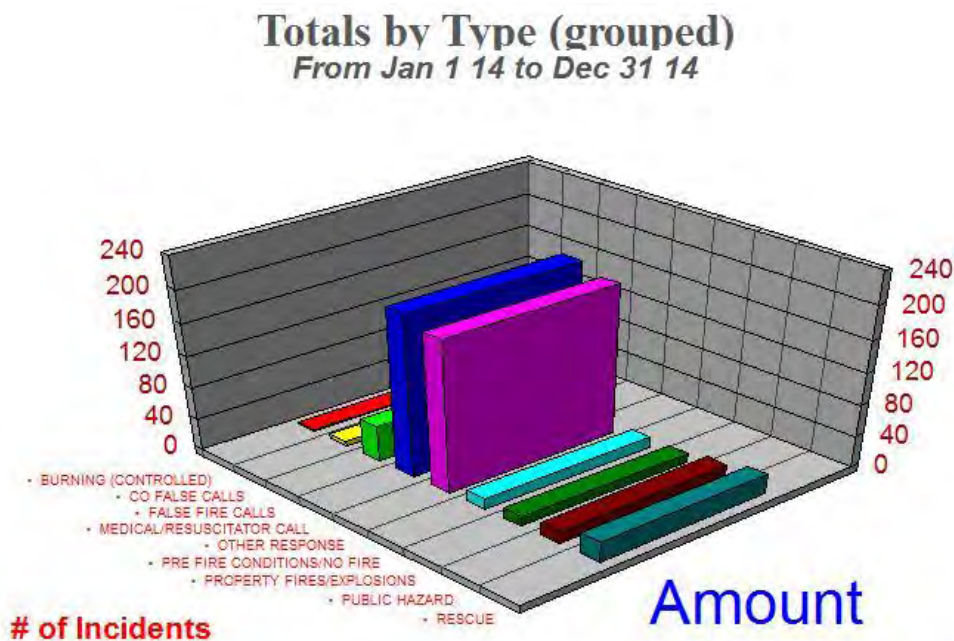


Presented by: Fire Chief Frank Sheppard

FORT FRANCES FIRE RESCUE SERVICE

Fire Chief's Report for 2014 to June 30th, 2015

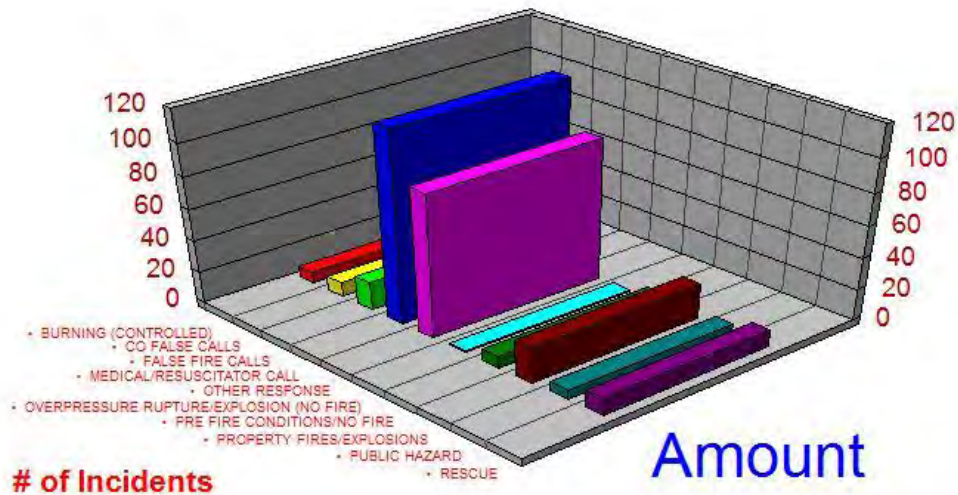
Your worship and members of Council, I would like to present the Fort Frances Fire and Rescue Service annual report for 2014 and the first half of 2015. To date we have had a positive period related to fire safety as there have been no fire deaths and the approximate fire loss for 2014 is \$465,000. The fire department responded to 514 calls for service in 2014. This is consistent with historical call numbers, however in 2014 we noticed a reduction in the number of calls related to fire, and an increase in calls related to other components of our establishing and regulating bylaw.



The first half of 2015 has been much busier from an active fire perspective and the call volume reflects that, as we have had 284 calls for service to the end of June 2015. Eight of these were active fires, and the approximate dollar loss to date is \$340,000.00.

FORT FRANCES FIRE RESCUE SERVICE

Totals by Type (grouped)
From Jan 1 15 to Jun 30 15



Public Education

Public education has been a mainstay of our system for over twenty years, and continues to be an emphasis of our operation. The Captain of Prevention will include a supplemental report to outline the specifics of our activities, however general activities for 2014 include public displays, school programming, hall tours, senior visits, and media campaigns. There are a number of public private relationships that can be built to support the interest of fire safety public education, and these opportunities are critical to the development of a fire safe community.

FORT FRANCES FIRE RESCUE SERVICE



Staff Training for Hospital and Rainycrest Staff

Fire Prevention

Fire prevention within the community is a mixture of programs, which include routine in-service inspections, and inspections on request and complaint. We have adopted a stance of the use of Inspection Orders to obtain compliance wherever possible, with charge be applied in circumstance of non-compliance and repeat offence. The use of Inspection Orders is very effective and avoids costly court time, as well as the risk of violation of individual Charter rights.

I have two new initiatives related to the prevention part of our portfolio, the first is a preplanning regimen, which will allow us to have a sound knowledge of the building stock in the community. The second is a promotional incentive program, which will promote the installation of monitored alarm systems in all occupancies in the community. This will allow for early intervention in the case of a fire in a property, while generating an insurance reduction for the owner, which allows the project to be revenue neutral. The

FORT FRANCES FIRE RESCUE SERVICE

community gains a strong value by maintaining properties that generate tax revenues.

Included along with this report, the appendix report by Wayne Riches will provide a more detailed explanation of our fire protection activities in 2014.

Emergency management

The Fort Frances fire rescue Service had a busy year related to emergency management activities in 2014. We started our year in early May by preparing to accept evacuees from Kasheshewan First Nation. While these evacuees were eventually routed to Thunder Bay, we had to reactivate the following week for evacuees from Attiwapiskat. With this activation we accepted approximately 150 evacuees from the first nation community after their community was threatened by flooding following an ice jam on the Attiwapiskat River. These evacuees stayed with us for eight days before being repatriated after the ice jam broke and allowed the backed up water to flow into James Bay.

The most dramatic emergency management activity of 2014 for Fort Frances was the flood that occurred in early June. This event was a significant threat to the community and it provided us with the opportunity to realistically test how effective our emergency management process has been developed. After careful analysis of the emergency management activities that took place in 2014, I am quite confident that our system is going in the correct direction. Two items for consideration for 2015 will be to update our HIRA to determine new threats, such as the movement of crude oil and chemicals through the community, and the reduction of the threat from the paper mill. Credit has to be given to the efforts of Doug Brown and Public Works, as much of the planning that took place related to protecting the sewer system in the community paid significant dividends related to damage mitigation. Following the floods in 2002 we had over 2600

FORT FRANCES FIRE RESCUE SERVICE

insurance claims, in comparison to less than 50 in 2014. The other credit following last year's flooding has to be given to the citizens of this community, as the volunteer effort to protect the community was truly humbling.



The water was very close to inondating parts of the community



Vulnerable area at Point Park

So far in the first half of 2015, emergency management activities have been limited to recovery from the effects of the flooding in 2014. I am hopeful that all items

FORT FRANCES FIRE RESCUE SERVICE

will be reconciled by the fall of 2015. As a footnote to the 2015 season so far, we would have been activated for Kashesewan this year, however it conflicted with the Dudley Hewitt cup and we did not have accommodations during their evacuation. Planning and training will continue through 2015 with an exercise occurring in November.

Fire Analysis

As mentioned earlier we have had no fire deaths to date, and only two fires that would be considered working structure fires in 2014. These were dealt with effectively by the efforts of our personnel. The first fire was the result of incendiary activities by one of the occupants. This fire was at the Voyageur hotel and involved the live rescue of two of the occupants. The first, the owner was assisted in a self-rescue, when the building was laddered by a bystander, and the individual was able to make his way to safety with some assistance from a career fire fighter. The other occupant was rendered unconscious by heavy smoke and certainly would have perished had he not been brought to safety by the actions of a career firefighter and a volunteer firefighter. This was the first live rescue of a human from an active burning fire, in a position of risk, in the nearly thirty years that I have been with this organization. We should be proud of this action, and it speaks very well of the team concept that has been developed here.



Fire Still Occurs, Regardless of Prevention Activities

FORT FRANCES FIRE RESCUE SERVICE

We have initiated some new fire suppression methodologies, which have been promising in the early applications. The use of positive pressure attack and transitional attack allow us to engage a property in an effective manner even though we may have less human resource then in the past. These methods assist in our activities to mitigate some of our limitations, however there are still gaps in our service provision that generate risk for our personnel and the community. These gaps will be addressed within the SWOT analysis portion of the report.

Training

The Province of Ontario made a significant change in 2014 related to training expectations with the adoption of the National Fire Protection Standard (NFPA) professional qualification standard. Section 9. (2) (b) of the Fire Protection and Prevention Act tasks the Fire Marshal with the duty of developing training programs and evaluation systems for persons involved in the provision of fire protection services in Ontario. Council then defines our training responsibility through the E&R bylaw.



Active call, however the type of Incidents that we train for

FORT FRANCES FIRE RESCUE SERVICE

In April of 2014, the Fire Marshal adopted the NFPA standard as the mechanism for fulfilling that obligation. Although certification is optional, this is the performance standard that the Ministry of Labour will use to evaluate operational performance and competency. Fortunately we have been proactive in the development of a modernized training scheme for the department. To date we have completed over 100 tests for certification, which will provide us with a very defendable training record through the third party vetting. In addition to the testing process, we have developed an internal training program including the construction of a training site that will support all of the training required to meet the expectations of the E&R bylaw.

The training program is now being managed by Firefighter Dokuchie under the supervision of Captain Armstrong. This position needs further development with all of the program management and training to occur under a single position, the Captain of Training. I hope to be able to achieve that goal with the retirement of Captain Armstrong.

SWOT Analysis

Strengths of the Fort Frances Fire Rescue Service include a strong organizational design, which integrates suppression activities, along with prevention and public education activities. In addition to the design process we are well equipped, and while some of our fleet is aging we have been able to upgrade within acceptable parameters. Personnel has always been a mainstay of our strength and that continues. We have career personnel that make good decisions, and their application of risk management principles has resulted in significant cost mitigation related to emergency call-back.

Weaknesses of the Fort Frances Fire Rescue Service include an internal value system that is reluctant to fully embrace concepts of the first two pillars of fire protection,

FORT FRANCES FIRE RESCUE SERVICE

being public education and prevention. The systemic view of a significant percentage of our staffing fundamentally believes that high staffing levels will translate to a lower fire loss. There is without question a level of balance that must be maintained, however it is clear that our activities related to public education and inspection will have a much more significant impact on the positive outcome of fire safety in the community.

A second weakness of our organization is based on staffing numbers related to the functional requirement of service delivery. With five staff covering a 24/7 365, service expectation, the Captain of Prevention is limited to half of his shifts on night shift, which reduces organizational efficiency and opportunity. While other fire fighters are available during the days shifts they lack the technical expertise to meet all of the job requirements at the higher level of fire prevention, which leaves all of the performance expectations for that material on the Captain of Prevention and the Fire Chief. To effectively address this issue we need one additional person to allow the Captain of Prevention to be moved back to day shift.

A third weakness that occurs within our system is the limited number of personnel that are available for daytime response. The simple nature of the volunteer system is that many of these people have lives and jobs. Their ability to respond is often limited by their availability and willingness to respond, as well as their employer's willingness to make them available during working hours. We have begun a project to establish some data driven analysis to determine how much of a weakness this is and how great the risk to the community is. We need three primary commitments from our volunteer fire fighters. The first is to tell us when they are available, the second is to show up when they tell us that they are available, and the third is to complete the necessary training to ensure they are

FORT FRANCES FIRE RESCUE SERVICE

not a risk to themselves, or a liability to the organization. We are fortunate in that we have a very strong core group of volunteers, and ensuring that we can maintain that concept will be critical given the added expectations. Addressing this weakness will be a priority for the next year.

Opportunities for the Fort Frances Fire Rescue Service are varied and dependent on the direction of Council. Due to the current economic situation we are clearly in a holding pattern related to service delivery. We cannot provide any additional service without additional resources, and we cannot maintain our current service level with less resource. Without an effective planning process for the future is unlikely that small Municipalities will have the capacity to maintain service. Our greatest opportunity will be supported by the concept of amalgamation both internally and externally. Some of these service options could include a synergy model with District Municipalities, which would allow for the sharing of prevention, training, capital purchases, personnel, and administrative functions. This concept can be extended to develop a fire/medic model, which truly extends the concept of synergy to its fullest potential.

Unfortunately there are a number of threats, which could adversely affect the Fort Frances Fire Rescue Service. Provincial expectations for health and safety are placing much higher requirements on both career and volunteer fire fighters. I am not confident that our current application of expectations related to volunteers will be acceptable in the future, and we will need to address this issue in the near future. The simple reality is that we are asking a lot from these individuals, and even though they are compensated for their time, it appears that we may lose some due to the criteria that is applied. There is a pervasive view that any shortage of career personnel can be offset by increasing

FORT FRANCES FIRE RESCUE SERVICE

volunteer numbers. As mentioned in the weakness section, the lack of volunteers for daytime response may be a threat, and while I can only provide anecdotal evidence at this time, my suspicion is that we may not have adequate resources to provide a reasoned daytime response. I will ensure that there is adequate quantitative data provided by September to allow Council to make some decisions.

Cost to maintain services is another threat to our operations, and unless we are able to control costs in the future, Council will have to make decisions related to service provision and what level of service can be provided to the community.

Summary

In closing I would like to thank Council for their ongoing support of the Fort Frances Fire & Rescue Service, the firefighters for their dedication and commitment to fire and life safety, and to the residents and businesses in Fort Frances for practicing fire safety, and working cooperatively toward the goal of making this a fire safe community. I am committed to providing reports related to any of the gap identification that exists within this document, and I trust that they will be received with the same level of consideration and good judgement as past reports have obtained from Council. Ultimately Council is charged with the responsibility to set the level of protection based on local needs and circumstances. My commitment to Council will be to ensure that all information necessary to make good decisions is provided in a timely and concise manner.

Thank you



Frank Sheppard BSc MB
Fire Chief/CEMC
Fort Frances Fire Rescue Service



Fort Frances Fire & Rescue Service Fire Prevention & Public Education Annual Report 2014

Overview:

Fort Frances Fire & Rescue Service (FFFRS) continues to provide education in Fire and Life Safety in our Community and, as opportunity allows, to the Rainy River District. We are dedicated to ensuring the highest level of programming and delivery techniques are utilized when imparting educational material necessary for residents to keep safe.

History:

In previous years, Fort Frances Fire & Rescue Service has been very active in achieving the safety needs of our Community and 2014 was no exception. While continually analysing local safety issues, the FFFRS continues to develop, implement, deliver and evaluate all programs to ensure we maintain quality safety initiatives.

Present Community Awareness and Activities:

A number of comprehensive programs are presently being offered and/or delivered in the Community. These programs are directed at what are considered to be groups at higher risk to fire and other safety concerns. For example, Risk Watch is promoted in elementary schools to help young persons make smarter choices in eight separate categories of safety. Older Adults are provided education through group discussions and programs such as Older & Wiser. Fire Prevention Week provides the advertised opportunity to reach all age groups in between with general fire safety messaging on topics such as safe cooking, candle safety and safe use of smoking material.



Fire Safety Day at Canadian Tire – local firefighters



Fort Frances Fire & Rescue Service Fire Prevention & Public Education Annual Report 2014

Developed programs presently offered by the FFFRS are as follows:

- Risk Watch for elementary schools
- TAPP-C The Arson Prevention Program for Children
- Fire Station Tours with general fire safety messages geared to age
- School Fire Safety & Exit Drill Practices
- “Alarmed For Life” Smoke Alarm Program
- Fire Prevention Week Activities and Awareness Displays/Presentations
- Commercial & Industrial Fire Safety Plan Staff Training
- Fire Safety Training for Staff in Health Care Facilities
- Fire extinguisher training for the workplace
- Routine Fire Safety Inspections/Inspections upon complaint and request
- General Fire Safety Public Service Announcements



*Fire Prevention Captain Wayne Riches on a school visit
Photo Courtesy Fort Frances Times*

2014 Results:

- Over 85% of required fire safety inspections were complete at year-end. Outstanding inspections will be carried over into the spring of 2015 for completion
- Many Community groups, school students/teachers and other members of the public were involved in fire station tours or received presentations on fire safety during 2014
- The Fort Frances Fire and Rescue Service hosted a Community BBQ in partnership with the Red Cross during Emergency Preparedness Week.



Fort Frances Fire & Rescue Service Fire Prevention & Public Education Annual Report 2014

-
- Approximately 250 people attended the event that included information booths, displays and handouts.
- Fall Fire Safety Day took place in partnership with our local Canadian Tire in October with the Red Cross in attendance as well. Various equipment, displays and handouts were provided for people of all ages (estimate 500+ people attended the event)
 - Approximately 500 JK – grade 3 students and 59 teachers in our community were visited by Fire Department staff during 2014 Fire Prevention Week
 - We continue to provide Staff training sessions regarding workplace Fire Safety to many Commercial and Industrial Occupancies within the Community
 - Fire extinguisher training has been provided for many workplace employees within Fort Frances (including TOFF staff) and the request for our training services continues to increase
 - The Fire Department continues to utilize a variety of safety related public service announcements, having aired on the local radio stations and in the local paper
 - Older Adult Fire Safety sessions continue to be delivered at Senior Housing Complexes
 - Components of the Risk Watch Program continue to be offered within our local School System
 - Upon year-end, there were no referrals to the department's TAPP-C Program. We attribute this to an increase in fire safe behaviour as a direct result of the education programs we deliver
 - Fire department staff observed a number of fire drills within our Community, ensuring compliance with the Ontario Fire Code
 - Fire Safety Displays have been established at various locations within the Community throughout the year



*Fire Safety Day at Canadian Tire
Captain Kirk Armstrong
Photo Courtesy Fort Frances Times*



Local Firefighter training session

Conclusion:

07/08/2015

“Working Smoke Alarms Save Lives”



Fort Frances Fire & Rescue Service Fire Prevention & Public Education Annual Report 2014

2014 has been yet another busy and challenging year for the Fort Frances Fire & Rescue Service. We are continuing to see positive results in reduced costs regarding fire loss and most importantly, reduced deaths and health care requirements caused by a variety of preventable injuries. A huge thank you goes out to all the Firefighters in the Fort Frances Fire & Rescue Service for their dedication and commitment to ensuring safety to the residents of our Community.

Sincerely

Wayne Riches
Fire Prevention Captain
Fort Frances Fire & Rescue Service



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2015/97**

TO: Mayor Avis & Members of Council
FROM: Laurie Witherspoon, Treasurer
DATE: September 8, 2015
SUBJECT: Request for Reconsideration M.O.S.
RE: 128 Third Street W. (2015) Roll# 5912-010-001-03100-0000

BACKGROUND

Attached are the Minutes of Settlement for the 2015 taxation years under Section 39.1 of the *Assessment Act* from MPAC with regard to the following properties:

1. **128 Third Street W. – Residential (RT) CVA of 124,750 reduction to Residential (RT) CVA of 120,250 for 2015 taxation year resulting from nuisance adjustment.**

The Municipality may object to the *Request for Consideration Minutes of Settlement* applications within 90 days after receiving the notice for the above referenced properties filed under Section 39.1 of the *Assessment Act* as listed on the M.O.S. applications. Last date for a municipal appeal is as listed on the individual Requests for Reconsiderations.

That total financial impact of the Minutes of Settlement is \$84.16 consisting of a reduction of municipal revenue of \$75.38 and education revenue of \$8.78 as listed in the attached Write-offs/Tax Account Adjustment worksheet.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council receive the Minutes of Settlement for property located at 128 Third Street W. in Fort Frances for the 2015 taxation year.

Council Approval of This Report Will Agree to the Administration & Finance Executive Committee recommendation to receive the Minutes of Settlement for property located at 128 Third Street W. in Fort Frances for the 2015 taxation year.

2015 WRITE-OFFS/TAX ACCOUNT ADJUSTMENTS

Batch #	Year Affected	Roll #	Assessment Change	RTC/RTQ	Municipal Rate	School Rate	Municipal Amount	English Public	English Separate	French Public	French Separate	No Sup School	Capping Adjust	Penalty/ Interest	BIA	TOTAL
	2015	1.1.031	-4,500	RTEP	0.01675018	0.00195	-75.38	-8.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-84.16
Minutes of Settlement																
							-75.38	-8.78	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-84.16



MUNICIPAL PROPERTY
ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION
FONCIÈRE DES MUNICIPALITÉS

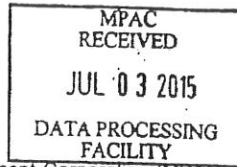
Request for Reconsideration
Minutes of Settlement 2015 Tax Year

AGENDA ITEM #2.3

Questions?

Call 1 866 296-MPAC (6722)
1 877 889-MPAC (6722) TTY
Monday to Friday - 8 a.m. to 5 p.m.
Web www.mpac.ca
Fax 1 866 297-6703
Write P.O. Box 9808 Toronto, ON M1S 5T9

If you have any accessibility needs,
please contact MPAC for assistance.



IDRISSOU AHAMADOU
128 THIRD ST W
FORT FRANCES ON P9A 3A3

The Municipal Property Assessment Corporation (MPAC) received a Request for Reconsideration (RfR) for the property identified below. As a result of MPAC's review, we recommend your property assessment be revised according to the settlement shown below.

Roll number	59-12-010-001-03100-0000	
Property location and description	128 THIRD ST W PLAN M74 BLK 9 LOT 51 E12FT 6IN LOT 52 PCL 9-51-1 & 9-52-2	
Municipality	FORT FRANCES TOWN	
Property Assessment	Current	Revised
2012 Current Value	\$135,000	\$129,000
2008 Current Value	\$94,000	\$94,000
Property Classification	Residential (RT)	Residential (RT)
Tax Year	Phased-in Assessment	Phased-in Assessment
2015	\$124,750	\$120,250
2016	\$135,000	\$129,000

Reason(s) why your property assessment changed

- Nuisance adjustment

Please see reverse

Rec'd from MPAC Aug 10/15

Please check the appropriate box and sign below

☒ accept my revised assessment

or

☐ reject my revised assessment.

By signing, I agree the Request for Reconsideration (RfR) process is completed.

- I understand that if I accept the recommendation;
 - the revised phased-in assessments will be used by my municipality to adjust my property taxes; and
 - if I have already filed an Appeal to the Assessment Review Board (ARB), my Appeal is withdrawn.
- I understand that if I reject the recommendation;
 - my property assessment will remain unchanged for the current year; and
 - I have the option of appealing to the Assessment Review Board by September 30, 2015.
- I understand that a supplementary or omitted assessment may be made for any changes to the property not yet assessed.

You must sign and return this form for the change to take effect this year.

Signature of property owner representative X <i>Idrissou Aboumadi</i>	Print Name X Idrissou Aboumadi	Date (yyyy/mm/dd) 2015/06/29
--	-----------------------------------	---------------------------------

Signature of MPAC representative X <i>Walter Veneruzzo</i>	Walter Veneruzzo, Director, Valuation and Customer Relations	Date (yyyy/mm/dd) 2015/06/22
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Objection by Municipality

Municipal Signature X	Print Name X	Date (yyyy/mm/dd)
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To finalize your RfR, your signed Minutes can be mailed in the prepaid envelope provided or faxed to 1 866 297-6703.

Last date for a Municipal Appeal: November 10, 2015

PLEASE NOTE: If there is any change in the law that affects the determination of the adjusted 2008 CVA used as the starting point to determine the phased-in assessments in these Minutes of Settlement, MPAC reserves the right to re-state the phase-in amounts included in the Settlement to comply with the statutory or regulatory change.

Tax Year: 2015 Roll Number: 59-12-010-001-03100-0000

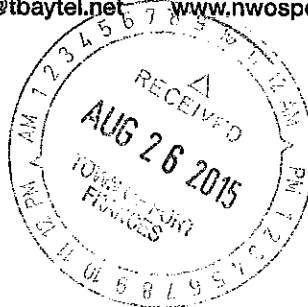


Northwestern Ontario Sports Hall of Fame and Museum

219 May Street South Thunder Bay Ontario P7E 1B5

Telephone (807) 622-2852 Fax (807) 622-2736

e-mail: nwosport@tbaytel.net www.nwosportshalloffame.com



August 22, 2015

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

Dear Mayor Avis & Council,

On Saturday September 26th, 2015, at the Valhalla Inn Ballroom, the Northwestern Ontario Sports Hall of Fame will be inducting it's newest Honoured Members. We have enclosed a listing of our 2015 Inductees for your review. We are in the process of putting together our commemorative **34th Annual Induction Dinner Souvenir Program** and are contacting the **Town of Fort Frances** to invite you to again be a part of it. The Souvenir Program is a keepsake for the Inductees, their families and friends and those patrons who attend the dinner.

Part of the Souvenir Program is used for congratulatory messages in the form of advertisements. We currently have the following formats available and have enclosed samples of each for your review.

Full Page Advertisement - \$500

- *opportunity to congratulate the 2015 Inductees with a full page advertisement
- *acknowledgement of your support on the Induction Dinner Video

½ Page Advertisement - \$250

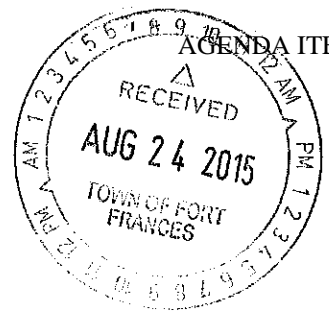
- *opportunity to congratulate the 2015 Inductees with a ½ page advertisement
- *acknowledgement of your support on the Induction Dinner Video

Don't miss this opportunity to congratulate the 2015 Inductees and show your support of our region's proud sports heritage. Reserve your spot by filling in the enclosed program advertisement form and returning it to our office. Thank you in advance for your consideration and support.

Sincerely,

Diane Imrie
Executive Director

Pride... Moments in Time... Memories...



August 18, 2015

To whom it may concern:

I live on the corner of Armit Avenue and Fourth Street and I have no parking on the street for two hours on even numbered days during the school year. There are no parking signs on Fourth for two hours of every day on Fourth and Armit is filled with moving cars in the Kiss-n-Ride program. My mother has got some pretty angry looks for parking there and really it is not safe for cars

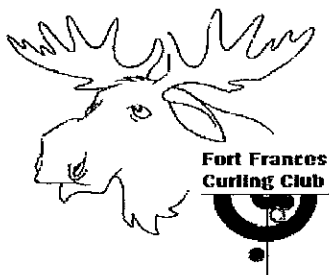
to be going around parked car or cars. One of the signs is on my lawn because of vandalism. The program is not using Fourth so could the signs be taken down please. I have had one friend get a ticket and it just doesn't seem fair that I have no safe place for my guests to park near my home.

Thank you for reading my request.

Joy Lockman

276-6746

Joy Lockman

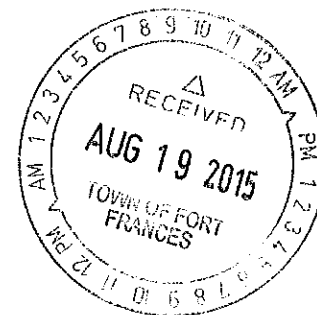


Fort Frances Curling Club

P.O. Box 27,
Fort Frances, ON P9A 3M5

Tel: 807-274-6667

Email: manager@fortfrancescurlingclub.ca



August 17, 2015

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario
P9A 3M5

Dear Mayor and Council:

The Fort Frances Curling Club is a non-profit corporation providing the opportunity for residents to participate in the sport of curling. We offer a full range of leagues from our very popular "Little Rocks" program to junior, men's, women's, mixed and senior leagues. Additionally, we provide programming for several schools and are the home of the Muskie curling teams. Over the years we have hosted many regional, provincial and national events with the Provincial Mixed play downs coming to our club this year.

Due to the downturn in the regional economy the Fort Frances Curling Club has experienced a reduction in the number of members which has put the club in financial difficulty. The Board of Management has worked diligently to reduce costs and to solicit more members, however, expenses are still exceeding revenues.

The Fort Frances Curling Club is currently in tax arrears (\$25,799.01) with an additional \$5,069 due August 31st. At this point we are unable to meet this expense. We understand the club may be eligible for a tax rebate for charitable organizations, which we intend to make application for as soon as our financial statements are available.

The Fort Frances Curling Club is requesting a meeting to discuss the club's tax arrears situation and would be available to meet at your discretion.

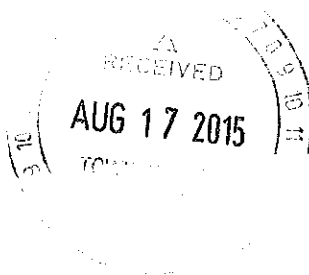
Thank you for your consideration.

Yours Truly,

Ron Silver,
President, Fort Frances Curling Club



Downtown Scott Street B.I.A.
335 Scott Street
Fort Frances, Ontario
P9A 1H1
807-274-7502 Phone
807-274-0783 Fax



12 August, 2015

Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario

ATTN: Mayor Roy Avis & Council

Dear Sir/Madam

RE: Tree Removal

It has been brought to the attention of the BIA board that a number of the trees that we placed on Scott Street have died.

In order for us to replace the existing dead ones we need the trees, including their roots, to be removed by the Public Works Department as this is not a job we can tackle ourselves.

Therefore, we are requesting that a work order to Mr. Milt Strachan's department be issued advising him of the situation and requesting the work to be put on his department schedule. The sooner the trees are replaced the better chance they stand of establishing themselves before winter.

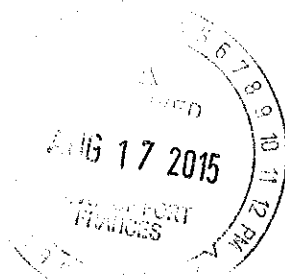
Thanking you in advance for your attention to these matters, I remain.

Yours

Shelley Wepruk
Secretary



Downtown Scott Street B.I.A.
335 Scott Street
Fort Frances, Ontario
P9A 1H1
807-274-7502 Phone
807-274-0783 Fax



12 August, 2015

Town of Fort Frances
 320 Portage Avenue
 Fort Frances, Ontario

ATTN: Mayor Roy Avis & Council

Dear Sir/Madam

**RE: Relocation of Mural &
 Sidewalk Brick Replacements**

It has been brought to the attention of the BIA board that a great number of the sidewalk bricks on Scott Street are heaved due to frost and have become a safety issue.

It is our request that the Public Works department re-do those portions of Scott Street that are in need of repairs.

Mr. Guy Donaldson has submitted a request to have the mural that is attached to his building (the former Nirvana building) be removed and relocated. Murray & Shelley Wepruk have indicated that they are more than happy to have it relocated to the west side of their building at 335 Scott Street.

We are therefore requesting that this work be handled by the Public Works Department also.

Should you need a letter of authorization from the Wepruk's stating their approval, please advise and one will be obtained.

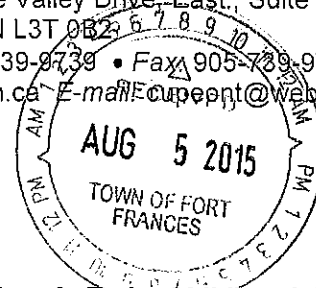
Thanking you in advance for your attention to these matters, I remain.

Yours


 Shelley Wepruk
 Secretary



80 Commerce Valley Drive, East, Suite 1
 Markham, ON L3T 0B2
 Phone: 905-739-9739 • Fax: 905-739-9740
 Web: cupe.on.ca • E-mail: cupeont@web.net



August 1, 2015

To Ontario Mayors and Councils,

We are writing to ask you and your council to proclaim ***Child Care Worker & Early Childhood Educator Appreciation Day, October 8, 2015***, a day of recognition for the many people who work providing child care in your community.

This year will mark the 15th anniversary of our awareness day that recognizes the education, skills, commitment and dedication of Early Childhood Educators (ECEs) and child care staff, and each year is proclaimed by municipalities and school boards across Ontario.

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners are asking that **Thursday, October 8, 2015**, be proclaimed as ***Child Care Worker & Early Childhood Educator Appreciation Day*** in accordance with the attached resolution.

Many groups are recognized by way of municipal resolution. Such a day allows us to acknowledge the important contributions of child care workers and ECEs. Our children, families and communities benefit from the work of child care workers and ECEs. *Child Care Worker & Early Childhood Educator Appreciation Day* allows us to highlight the important work of these professionals.

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in this special day. Your council could sponsor a public announcement, display our posters and distribute our buttons. Many municipalities also organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres within the municipality. A list of ideas and examples is attached.

We would like to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 8th, 2015. Let us know whether your municipality is participating in the recognition day and we will add your municipality to our list of proclamations. Please direct any correspondence on proclamations and/or celebration activities to the attention of Lori-Ann Tanzola, by mail: CUPE, 80 Commerce Valley Drive East, Markham, Ontario, L3T 0B2 or by fax at 905-739-4001.

Thank you for your consideration.

In solidarity,

A handwritten signature in black ink, appearing to read "Fred Hahn".

Fred Hahn
 President, CUPE Ontario Division

A handwritten signature in black ink, appearing to read "Sheila Olan-Maclean".

Sheila Olan-Maclean
 President, OCBCC

cc: CMSMs/DSSABs

us:cope491

15th Annual Child Care Worker & Early Childhood Educator Appreciation Day

October 8, 2015

Resolution

Whereas years of research confirms the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents, child care workers and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas Many studies show trained and knowledgeable Early Childhood Educators and child care staff are the most important element in quality child care, and that good wages and working conditions are associated with higher job satisfaction and morale, lower staff turnover which leads to high quality education and care;

Therefore Be It Resolved that October 8, 2015 be designated the 15th annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.

:us/ cope491

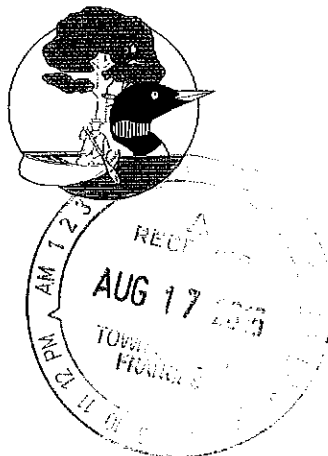
North Western Ontario Tourism Association

P.O. Box 59
Morson, ON P0W 1J0

Email: info@nwota.com
URL: www.nwota.com

August 1, 2015

Mayor Roy Avis
Town of Fort Frances
320 Portage Ave.
Fort Frances ON P9A 3P9
CAN



Dear Roy,

Recently the North Western Ontario Tourism Association put together a list of businesses that we could reach out to for membership and support. If you are receiving this letter, you are a tourism operator or business that is located near one or more of our members or you have done business with one or more of our members.

NWOTA is primarily an advocacy group made up of tourism operators, small and large tourism associated businesses and individuals interested in the success of tourism in our "World Class" area of Northwest Ontario.

On issues of major concern we work closely with the Kenora District Camp Owners Association (KDCA) which is made up of similar members from north of us located within the Kenora District of the Ministry of Natural Resources. Some NWOTA members are also members of KDCA. Whether you are a tourism operator or one of the many businesses that local resorts do business with, these issues affect you.

We are pleased that our efforts contributed greatly to

- the changes that have taken place at Border Services to improve the crossing experience for our U.S. guests. It was long in coming but we are still involved to continue these improvements.
- Our organization was strongly represented in working with MNR so new regulations would not harm our excellent fishery which is so important to our businesses and the residents of the area.
- Work continues with the working committee jointly with Kenora District Camp Owners (KDCA) on hunting issues and game management.

It is important that all levels of Government know the issues that small business face in Northwest Ontario and we must continue to be heard. There is strength in membership numbers and we are involved in a major effort to expand membership of both resorts and the many support businesses with which we purchase equipment and supplies. The success of all of us is success for many in NW Ontario.

Most recently, 2014 membership allowed us to:

- work with the Ministry of Natural Resources & Forestry and committee that put forth recommendations for the changes being made to Fisheries Management Zone 5.
- continue working with CBSA to ensure that tourists travelling to Canada are having a good experience crossing the border. It is very important to our organization to keep the lines of communication open between CBSA and the tourism industry.

We were also able to get the information to members that are US residents and own/operate resorts in Canada about the new work permits. (We know that it wasn't a pleasant experience but it was all new to the CBSA officers as well as the operators – hopefully the processing system will be tweaked for next season)

- we also continue to work with KDCA, NOTO and Sunset Country Travel Association to ensure that our members are aware of anything new that may affect your business. It is important to NWOTA that the voice of tourism in Northwestern Ontario is heard on every level.

"Tourism - Our Most Renewable Resource"

North Western Ontario Tourism Association

P.O. Box 59
Morson, ON P0W 1J0



Email: info@nwota.com
URL: www.nwota.com

This year NWOTA will:

- continue to work with CBSA, NOTO, KDCA & Sunset Country.
- continue to work with MNRF to ensure that tourism is not forgotten when they are looking at changes/revamping their regulations and policies.
- focus on building our membership numbers. We need you and your neighbouring businesses to ensure for the voice of tourism in Northwestern Ontario is continued to be heard. We also need you so that NWOTA is confident in reiterating YOUR concerns/issues to the government agencies.

If you are not a member of NWOTA or you have been a member but haven't sent in your membership dues, please do so. The Officers and Board of Directors of NWOTA, all volunteers, have been and continue to work very hard on some issues that threaten the success of our businesses. Every effort has been made to keep dues affordable for all. Your membership and financial support are critical to our continuing to help this area.

Your involvement can be as simple as being a member or more helpful by coming to meetings and offering to assist in any way you can. Either way NWOTA would like your support and input on the issues facing the tourism industry.

If you have any questions please contact the NWOTA office at info@nwota.com

Regards,

Lucas Adams
President



COME ONE,, COME ALL
SUPPORT LOCAL HEALTH CARE
 AND HAVE A BALL

**RIVERSIDE FOUNDATION SPECIAL
 EVENT COMMITTEE PRESENTS**

UNDER THE BIG TOP

COCKTAILS 5:30 ♦ DINNER 6:30 ♦
 GAMES ♦ FUN-DRAISING ♦ SHOW STOPPING ENTERTAINMENT



SATURDAY OCT 3RD
COPPER RIVER INN

ADMIT ONE: \$55 PAID TABLES OF 8
 CAN BE RESERVED

FOR TICKETS CALL 274-4803



COME ONE, COME ALL

SUPPORT LOCAL HEALTH CARE & HAVE A BALL!

Riverside Foundation for Health Care is excited to announce that our Annual Fall Dinner will be taking place **October 3rd at Copper River Inn**. This year's gala is expected to be a spectacular spectacle, and the most giving of all galas! As we invite the community to indulge in the spirit of an old-world circus and join us **"Under the Big Top."**

The event is guaranteed to be an unforgettable evening featuring a magnificent menu, delectable cocktails, amazing cirque-style entertainers, and of course all kinds of new and exciting ways to donate to health care. Our dedicated events committee has been working tirelessly on new and exciting ideas for 2015 and would love to extend an invite to you to share in our success! If you are interested in sponsorship the following are available:

PLATINUM: \$2,000

PUBLIC RECOGNITION IN MEDIA • THANK YOU AD RADIO AND NEWSPAPER •
• YOUR BANNER DISPLAYED AT EVENT • LOGO ON PRINTED MATERIALS INCLUDING
PROGRAMS & SOME ADVERTISEMENTS • RECOGNITION ON FOUNDATION WEBSITE & SOCIAL MEDIA
PLATFORMS • 8 COMPLEMENTARY TICKETS

GOLD: \$1,500

PUBLIC RECOGNITION IN MEDIA • LOGO IN EVENT PROGRAM • BANNER DISPLAYED AT
EVENT • RECOGNITION ON SOCIAL MEDIA PLATFORM • 8 COMPLEMENTARY TICKETS

SILVER: \$1,000

RECOGNITION IN EVENT PROGRAM • SMALL BANNER DISPLAYED AT EVENT •
8 COMPLEMENTARY TICKETS

BRONZE: \$600

NAME IN EVENT PROGRAM • 8 TICKETS AND RESERVED TABLE

Exclusive Sponsorship Opportunities are also available, and are a great way gain extra recognition for your donation. These opportunities include:

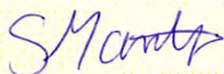
GAME SPONSOR \$200 • TRIP SPONSOR 3 x \$500 • WINE SPONSOR \$1,000 • DINNER SPONSOR \$1,500 •
ENTERTAINMENT SPONSOR \$2,000 (Contact us for more details)

All proceed from this year's Gala will support the purchase of a transportable LIFEPAK Defibrillator and AED Cardiac Monitor for the ER at LaVerendrye General Hospital. Heart (cardiac) monitoring is a necessity for the majority of patients who require to transfer hospitals from the Rainy River District. Our current monitoring systems are heavy, and can be difficult to transport quickly and efficiently. The unit we are fundraising for is user friendly, lightweight, and portable with more options for delivery of care, making it easier to for our staff to provide the best possible care in emergency situations.

Individual tickets will be on sale mid-August for \$55.00. We hope you are available to join us for a memorable evening in support of local health care.

Please contact Samantha at 274-4803 for tickets or to sponsor.

Yours truly,



Samantha Manty
Foundation Director



Sept. 3, 2015

Dear Council,

In our ongoing effort to educate and engage communities about waste reduction, Recycling Council of Ontario asks municipalities from across the province to demonstrate their commitment to the environment and proclaim Oct. 19 – 25, 2015 as Waste Reduction Week in Ontario.

For communities that do not formally proclaim weeks/events, we encourage additional activities for public engagement.

Waste Reduction Week in Canada is a national campaign that builds awareness around issues of sustainable and responsible consumption, encourages the selection of environmentally responsible products/services, and promotes actions that divert waste from disposal and conserve natural resources.

Your community's commitment and participation in Waste Reduction Week in Ontario demonstrates the importance of waste reduction, and encourages residents and businesses to contribute to environmental protection.

There are five ways for council to support Waste Reduction Week in Ontario.

1. Promote Waste Reduction Week in Ontario through social media using hashtag #WasteReductionWeek. Share ideas, examples, and pictures of waste reduction initiatives that show your commitment to reducing waste at home, the office, and in the community.
2. Organize Waste Reduction Week in Ontario events in your local community. Register online at www.wrwcanada.com/events.
3. Proclaim online at www.wrwcanada.com/proclamations

continued

4. Incorporate the following into a formal municipal resolution and email your resolution/proclamation to wrw@rco.on.ca:

WHEREAS the generation of solid waste and the needless waste of water and energy resources are recognized as global environmental problems and,

WHEREAS municipal and provincial governments have an important role to play in promoting waste reduction, reuse, recycling, composting and other conservation measures and,

WHEREAS communities, businesses and organizations across Canada have committed to working together to raise awareness of these issues during Waste Reduction Week in Canada, and,

NOW KNOW YE THAT We do by these presents proclaim and declare that Oct. 19 - 25, 2015, inclusive, shall be known as Waste Reduction Week.

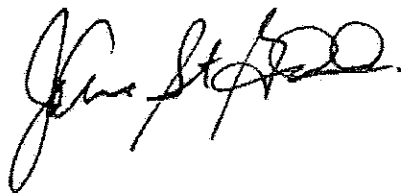
5. Utilize the attached certificate and include your municipality's logo or seal. An electronic version of the certificate is also available at www.rco.on.ca/wrw_ontario. Email your completed certificate to wrw@rco.on.ca.

Please join municipalities across Canada by participating Oct. 19 - 25, 2015 in Waste Reduction Week in Ontario.

For more information, visit www.wrwcanada.com.

Thank you for your commitment to the environment and waste reduction.

Kind regards,



Jo-Anne St. Godard
Executive Director
Recycling Council of Ontario
416.657.2797, ext. 3
wrw@rco.on.ca

Municipality

hereby recognizes

Waste Reduction Week in Canada Oct. 19-25, 2015

As a municipality, we are committed to reducing our waste, conserving resources, and educating the community about sustainable living.

We recognize the generation of solid waste and the needless waste of resources as global environmental problems and endeavor to take the lead in our community toward environmental sustainability.

We have declared Oct. 19-25, 2015, Waste Reduction Week in

Municipality

Signed

Date

Name and Position




MEMO

To: Mayor and Council
 From: N. Faye Flatt, Municipal Planner
 Date: September 9, 2015
 Re: 237 8th St. W – Amendment to Site Plan Control Agreement

The purpose of this memo is to provide historical information regarding an Application for an Amendment to Site Plan Control Agreement received from Wahkaihanun Futures Corporation (attached) and identify issues that will be dealt with as the application is processed.

Background

The property known as 237 8th St. W. was created in 2010 (Consent File B2/2010) in contemplation of a staged development of multi-residential dwellings by Fort Frances Native Urban Wahkaihanun Corporation (WFC).

By-Law #51/11 invoked site plan control on the project and an agreement (Agreement) entered into to authorize a two story 10-unit complex as Stage 1 with provisions for future buildings over the ensuing five years. The agreement provided for extension of municipal services within the right-of-way of the fronting street, etc. The Agreement was customized to provide sufficient flexibility to accommodate the circumstances and timelines of development yet enable the Town to maintain control, such as

- elimination of reference to work internal to the site as it was deemed unnecessary;
- elimination of Letter of Credit in favour of relying on section 446 of the Municipal Act if required; and
- Issuance of Occupancy Permit tied to completion of all requirements and submission of all documentation.

In June of 2013 the Town received an application for zoning amendment (8/98-XX) and Consent (File B3/2013) to change the zoning on the holdings of WFC to accommodate multi-residential and to sever the rear portion of the York Avenue properties to enlarge the property contemplated for the second structure. Area residents raised concerns about drainage and tenants trespassing. This office was able to mediate between the parties and negotiate their concerns whereby conditions were imposed by the Committee of Adjustment that certain issues be deferred to the Agreement (buffer, parking, drainage, etc.) completion of the last phase of development.

Phase 3 has begun with the proposed enlargement of the property by approval of Consents (File B3/2015 and B5/2015) to accommodate the construction of a 6-unit residential complex the same as, and immediately south of, the second building.

As this is the last of the development proposed for this property, an application for an amendment to the Agreement has been received. A copy of the application is attached together with a site plan with notations regarding my review thus far. The amendment will recognize the work done in Phase 2 and

set out the obligations and responsibilities proposed for Phase 3 as well as finalize requirements for the issues that were deferred, including

- Buffer – minimum 3 m. wide by 1.5 m high required (s. 3.25 ZBL #3/14) where multi-residential abuts single residential use. Committee of Adjustment recommends solid fencing minimum of 2 metres high;
- Lighting – determination if and where needed for safety;
- Parking – type of surface treatment, confirm location and number of parking spaces, including barrier-free;
- Landscaping – determination if and where needed, type etc.
- Costs - all associated costs relative to the amendment be the responsibility of the property owner;
- Security - issuance of an Occupancy Permit will be withheld instead of requirement for Letters of Credit to ensure compliance with obligations of the Agreement;
- Drainage – submission and approval of a stormwater management plan to ensure that the development does not adversely affect surface water runoff.

As with previous stages of development, funding is contingent on the issuance of a building permit so the property owner wishes to obtain one as soon as possible. Usually a permit is issued after registration of the Agreement. However, to accommodate this situation in the past, it was tied to the signing of the Agreement. The Town will again likely be accommodating in this respect. However because this will involve the respective solicitors, a delay may be experienced.

/ff

Planning and Development Division
320 Portage Avenue
Fort Frances, ON P9A 3P9
807.274.5323 ext. 275

APPLICATION FOR SITE PLAN CONTROL APPROVAL

Section 41 of the Planning Act, R.S.O., 1990 (as amended)

Notice of Public Record: All information and materials required in support of your application shall be made available to the public, as indicated by Section 1.0.1 of The Planning Act, R.S.O. 1990, C.P.13.

Municipal Freedom of Information and Protection of Personal Privacy: Personal information on this form is collected under the Authority of The Planning Act and will be used to process this application.

1. APPLICATION TYPE					
a) New Site Plan Control Agreement: <input type="checkbox"/>					
b) Amendment to existing Agreement: <input checked="" type="checkbox"/> Authorizing By-Law Number <u>59/11</u>					
2. PROPERTY INFORMATION					
a) Address	<u>237 EIGHTH STREET WEST</u>				
b) Tax Roll No.	<u>59-12-010-007-27915</u>				
c) Legal Description	<u>PLAN SM138 PART LOT 1, 2, 3</u>				
d) Dimensions	Frontage	<u>70.804</u>	Depth	<u>161.739</u>	Area <u>11,451.768</u>
3. APPLICANT INFORMATION					
a) Applicant	<u>WAKKAIHLANUN FUTURES CORP</u> Phone <u>807-274-8530</u>				
b) Mailing Address	<u>PO BOX 393, FORT FRANCES</u> Postal Code <u>P9A 3M7</u>				
c) Email	<u>Kabelda@shaw.ca</u>				
4. AGENT INFORMATION (if applicable)					
a) Agent Name					Phone
b) Mailing Address					Postal Code
c) Email					
5. OWNER (If different from 3 above)					
a) Owner					Phone
b) Mailing Address					Postal Code
c) Email					
Note - All communication will be sent to Application Contact unless otherwise requested					

6. MORTGAGEES, HOLDERS OF CHARGES OR OTHER ENCUMBRANCES

a) Institution	ONTARIO ABORIGINAL HOUSING SUPPORT SERVICES CORP
b) Contact/Reference	CATHY CONNOR Phone 705-256-1876
c) Mailing Address	500 BAY ST., SAULT STE. MARIE, ON Postal Code P6A 1X5
d) Email	CCONNOR@OAHSSC.CA

7. OTHER APPLICATIONS (Complete if applicable)

a) File Type & No.	SEVERANCE APPLICATION B3/2015
Details	CONSENT TO SEVER+CONVEY EASTERLY TO M + ADD TO 2378 K. ST. W.
b) File Type & No.	SEVERANCE APPLICATION B5/2015
Details	CONSENT TO SEVER+CONVEY EASTERLY TO M. + LOT ADDITION TO 2378 K. ST. W.

8. LAND USE

a) Official Plan	LIVING AREA - RESIDENTIAL DEVELOPMENT
b) Current Zoning	R-2
c) Current Land Use	APARTMENT DWELLINGS

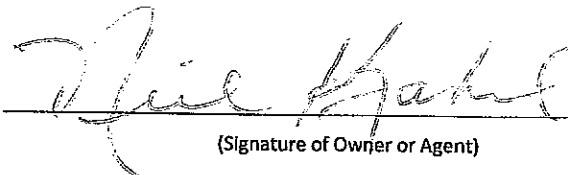
9. BUILDINGS & STRUCTURES

	Existing		Proposed	Required
	A	B	C	
a) Width	19.65	11.12	11.12	
b) Length	19.65	53.64	53.64	
c) Ground Floor Area	386.12	596.47	596.47	
d) Gross Floor Area	772.24	596.17	596.47	
e) Storeys (#)	2	1	1	
f) Dwelling Units(#)	10	6	6	
g) Building Height	8	5	5	
h) Lot Coverage (%)	3.4%	5.2%	5.2%	
i) Landscaped Area (%)	20%	30%	30%	
j) Parking Spaces(#)	13	8	8	

10. APPLICANT DECLARATION

The undersigned hereby applies for Site Plan Control Approval pursuant to section 41 of the Planning Act, and hereby certifies that the information provided, together with any attachments, are true to the best of my/our knowledge, and acknowledge that all information contained herein is collected for the purpose of creating a record that is available to the general public.

Dated at Fort Frances this 27 day of August 2015.



(Signature of Owner or Agent)

(Signature of Owner or Agent)

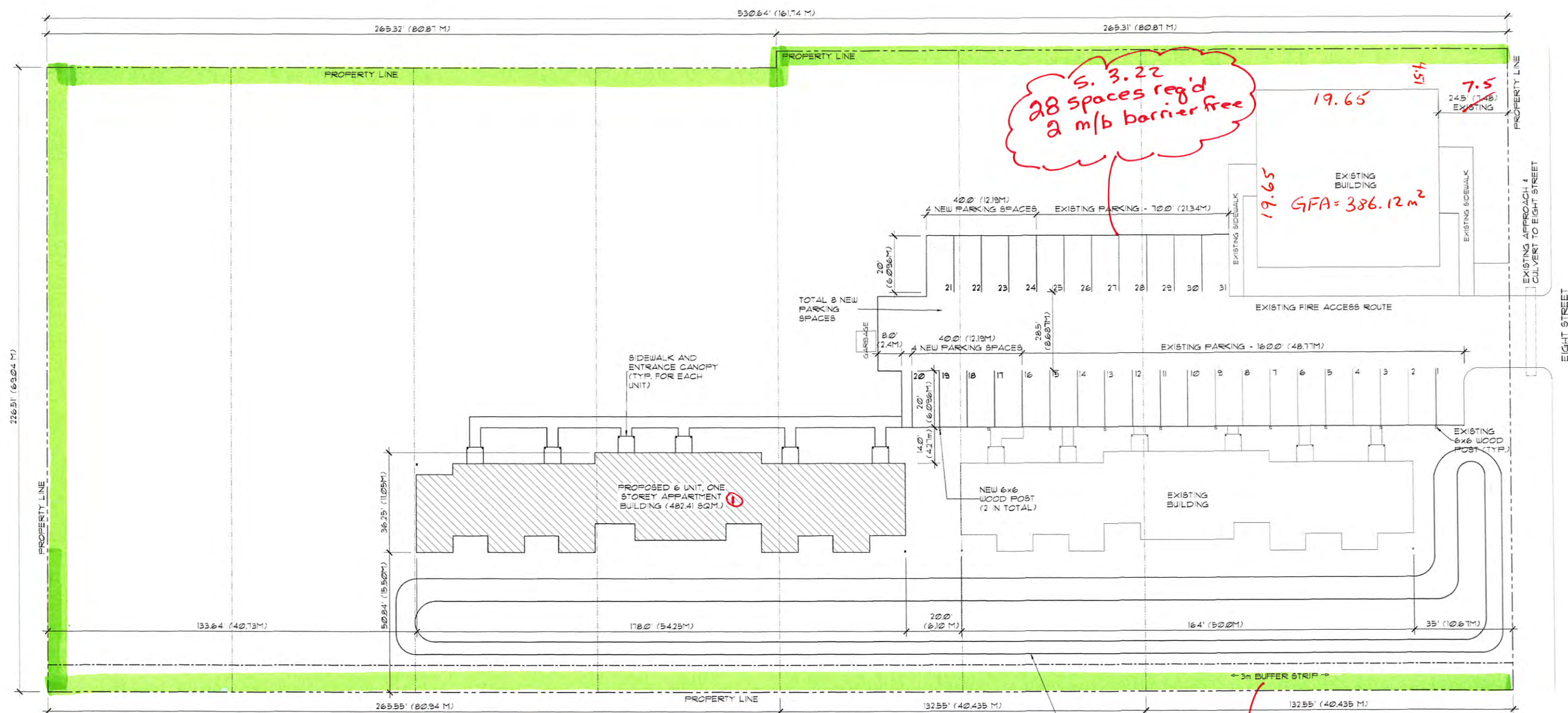
11. APPLICANT'S AUTHORIZATION IF AGENT SUBMITTING THIS APPLICATION

I/We authorize _____ (name of agent)
to act on m/our behalf in submitting this application. This application has been submitted with my/our full knowledge and endorsement

(Signature of Owner or Applicant)

NOTE

**APPROVAL OF A SITE PLAN DOES NOT RELIEVE THE
OWNER TO SATISFY REQUIREMENTS OF THE ZONING BY-LAW OR
BUILDING CODE. THE OWNER MUST APPLY FOR ALL OTHER APPLICABLE
PERMITS.**



SITE PLAN
SCALE: 1" = 20'-0"

① differs from SPCA app.

S. 3.25
Unpierced trees/solid
fencing min 1.5 m.
C of A recommendation
min 2 m solid fence

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to approve a Haulage Agreement with Emterra Environmental for transportation of recyclable materials.)

WHEREAS on July 13th, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a haulage agreement with Emterra Environmental with respect to transportation of recyclables from the Municipal Transfer Facility to the Emterra Recycling Facility in Winnipeg, MB.

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

1. That the haulage agreement in the form attached hereto as Schedule “A” with Emterra Environmental 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 13th day of July 2015.

R. Avis, Mayor

E. Slomke, Clerk

Haulage Agreement between Emterra and The Corporation of the Town of Fort Frances

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This Agreement is made as of the _____ day of _____ 2015,

Between:

Halton Recycling Ltd. dba Emterra Environmental.

Hereinafter referred to as the “**Contractor**”

And

The Corporation of the Town of Fort Frances in the Province of

Ontario. Hereinafter referred to as the “**Municipality**”

Whereas the Municipality wished to enter in an agreement to secure the services of the Contractor to transport Recyclable Materials from the Municipal Transfer Facility to the Emterra MRF; and

Whereas the Contractor intends to acquire and operate transport equipment designed for the haulage of Non-Hazardous Solid Waste/Recyclables; and

Whereas the Contractor wishes to enter into an agreement to supply haulage services to The Municipality subject to the terms herein set out;

Now Therefore, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.0 Definitions:

In this Agreement and any Schedules hereto, the following terms shall have the meanings described:

- (a) “Agreement” shall mean this Agreement and any schedules, attachments and amendments thereto;
- (b) “MRF” means the Emterra Recycling Facility located at 1029 Henry Ave, Winnipeg, Manitoba;
- (c) “Business Day” means 7:00 AM to 7:00 PM, Monday through Saturday, excluding statutory holidays identified in Schedule 1 – Statutory Holidays;
- (a) “Agreed Recyclable Materials” means materials included in Schedule 2 - Acceptable Materials Under This Agreement including Residual Materials (not acceptable materials outlined in schedule 2) collected in a curbside or depot collection program in the Municipality and transported to the MRF either by municipal transfer vehicles or by contract transfer vehicles.
- (d) “Transfer Facility” means the municipal solid waste transfer facility(ies) located at 533- 6th Street West, Fort Frances Ontario.
- (e) “Container” means the compactor roll off containers purchased by the Municipality for use with the Blue Box compactor unit or units installed at the Transfer Facility.
- (f) “Undertaking” means the work contemplated in Section 3.0.

2.0 Representations:

The Contractor hereby represents and warrants unto the Municipality that:

- (a) It has done all corporate acts necessary to enter into and carry out its obligations under this Agreement; and
- (b) It is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada).
- (c) It has done all due diligence necessary to understand and fully perform the scope of work required under this agreement and any amendments thereto.

3.0 Solid Waste Haulage:

The Contractor agrees to supply the haul trucks and transport full containers of Agreed Recyclable materials from the Compactor unit at the Municipality's Transfer Facility; install an empty container to replace the removed container, load the removed container onto a haulage vehicle provided by the Contractor; haul the removed container to the Contractor's MRF and return any empty containers to the Municipality's Transfer Facility as needed to insure adequate capacity is available at the Transfer Facility during operating hours.

4.0 Contractor's Obligations:

The Contractor shall at its own expense:

- (b) supply all labour, equipment and materials necessary to carry out its obligations hereunder, save and except for that labour, equipment and materials which this Agreement specifically provides are to be supplied by the Municipality;
- (c) monitor and report to the municipality on a monthly basis on tonnages of material delivered to the MRF and ensure that Containers are returned to the Transfer Facility in good condition suitable for installation and operation;
- (d) compensate the Municipality or repair any damage to the Municipality's equipment caused by the negligence or misconduct of the Contractor's employees or equipment, normal wear excluded. The Contractor shall immediately repair or replace defective equipment (in the sole discretion of the municipality) following notice in writing delivered to the contractor.;
- (e) use only such equipment and material as meets with the approval of the Municipality;
- (f) comply with all federal, provincial and municipal laws, and the Municipality's safety rules while carrying out its obligations under this Agreement;
- (g) designate a foreperson who shall be responsible for overseeing the operations of the Contractor's employees or servants in carrying out this Agreement and provide the Municipality with the foreperson's name, location, e-mail and telephone number(s) and provide the ability to leave a message 24 hours/day which shall be promptly answered by the foreperson or other person of authority capable of resolving any

urgent agreement operating issues.;

- (h) submit, on a form approved by the Municipality, regular monthly reports showing particulars of the work performed by the Contractor to a representative designated by the Municipality who shall, if satisfied that the report accurately sets out the work performed by the Contractor, approve and sign the report;
- (i) at all times enforce discipline and good order among its employees and not employ any incompetent person or person not skilled in the work assigned; and
- (j) provide the Municipality with independent certified monthly reports of fuel use data related to any haulage vehicles used under this Agreement.

5.0 Municipality's Obligations:

The Municipality agrees:

- (a) to promptly sign off on Contractor's reports, described in Subsection 4.0(g), if completed in a satisfactory manner;
- (b) to provide adequate supervision and direction at the Transfer Facility;
- (c) to provide the necessary labour, equipment and facilities to load Solid Waste/Agreed Recyclable Materials into the Roll-off Containers;
- (d) to compensate the Contractor or repair any damage to the equipment that occurs at the Transfer Facility caused by the negligence or misconduct of the Municipality's employees or equipment, normal wear and tear excluded;
- (e) to supply third party liability, fire, theft and vandalism insurance on the Municipality's equipment.

6.0 Term:

Absence a Change of Law as described in Section 14.0, this agreement shall be for a term of five (5) years from September 14, 2015 to September 13, 2020.

7.0 Payment For Work:

The Municipality shall, within 30 days of receipts and approval of invoices prepared by the Contractor, pay to the Contractor such sum as is determined to be payable to the Contractor pursuant to Section 8.0, less any amount which is owed by the Contractor to the Municipality.

8.0 Price:

The Municipality agrees to pay for the services set out in this agreement at the following rate:

- (a) Rate per trip for Agreed Recyclable Materials hauled from the Transfer Station \$1650 per trip plus HST; This rate shall include all regularly scheduled maintenance costs for the equipment in service.
- (b) Haulage of materials (not acceptable materials) not usually hauled as part of this

agreement shall be at such rates as are agreed upon from time to time by the parties;

- (c) The rate set out in Paragraph 8.0(a) hereof is based on use of Tandem Axle Roll Off Truck and Four Axle Trailer Combination with an allowable gross vehicle weight of 53,500 kilograms and manufactured prior to July 1, 2011. In the event that the allowable weight is increased or decreased by an appropriate government body, the payload shall be altered, but the rate per load shall remain the same;
- (d) The rate set out in Paragraph 8.0(a) is based on supply of Recyclables from the Transfer Station on an as needed basis (estimated thirty (30) trips per year). This volume will fluctuate from month to month and the Contractor must alter their hauling schedule to meet these fluctuations. There will be no adjustment in the price per load for any such alteration;

9.0 Escalation:

The Municipality agrees that the Rates herein will be subject to annual escalation or reduction as follows:

- (a) The parties agree that the rates provided for in this agreement shall be adjusted on each anniversary of this agreement, the first such adjustment to take place on July 1st, 2016 and thereafter on each July 1st during the term of the agreement, as follows:

- (i) by a factor to compensate for changes in the Consumer Price Index, as shown on CANSIM Table 326-0020, or successor table, for Winnipeg, Manitoba, All Items, and calculated as follows:

$\text{CPI Factor} = \text{Average CPI for prior agreement year} \div \text{Average CPI for 12 months prior to start-up of Agreement}$

$\text{New Rate} = \text{Original Rate} \times \text{CPI Factor}$

- (ii) by a Fuel Surcharge Factor per trip (FSF), based on fuel prices, reported for Thunder Bay on the Ontario Ministry of Energy Fuel Prices web page, equal to:

$\text{FSF} = \text{Return distance in kilometres between facility and MRF} \times \text{litres per kilometer for truck determined from independent certified reports of fuel use data described in sub section 4.0(j)} \times \text{difference between average fuel price for 12 months prior to adjustment date and the Baseline Fuel Price described in section 9.0(b)}.$

- (b) The Baseline Fuel Price for diesel, for this agreement, shall be set at 115.0 cents per litre (plus applicable taxes). The Baseline Fuel Price for compressed natural gas (CNG) price for this agreement shall be set at 85.0 cents per litre.

10.0 Protection of Life Property and Public Utilities:

The Contractor is responsible for taking appropriate safety precautions in carrying out its

obligations under this Agreement. The Contractor shall protect all property from damage or losses resulting from the performance of this Agreement and shall minimize the disturbance and inconvenience to the public. In the case of any emergency arising during the performance of this Agreement affecting or threatening the Municipality's facilities, or safety of life, or adjoining or other property, the Municipality may, unless directed to the contrary by emergency authorities, at their discretion, take such steps as deemed proper to prevent or lessen any such effect or threat, provided, however, that in case of such emergency, the Municipality shall forthwith notify the Contractor of any action taken.

11.0 Insurance:

- (a) The Contractor shall maintain such insurance, or pay such assessments, as will protect them and the Municipality from all claims:
 - (i) under the Workers Compensation Act;
 - (ii) minimum of \$5 million for damages for personal injury including death; and
 - (iii) minimum of \$2 million for property damage;
 which may arise as a consequence of Contractor performance or non-performance of obligations under this Agreement;
- (b) Such Policy shall name the Municipality as an additional insured thereunder and shall contain:
 - (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Municipality and any other corporation owned, operated, or controlled by or affiliated with the Municipality, together with a severability of interest clause and a cross liability clause; and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (c) Certificates of such insurance shall be furnished to the Municipality on an annual basis and shall be subject to its approval as to the adequacy of protection. Such insurance shall be maintained until the Municipality certifies that performance of this Agreement is complete.

12.0 Permits, Licenses:

The Contractor, its agents and assigns shall obtain, pay for and maintain all permits and licenses, whether of a permanent or temporary nature, necessary for it to carry out its obligations hereunder and to operate and do business in any province, municipality or other jurisdiction in which the parties carry out any part of this Agreement.

13.0 Assignment or Sub-Contract:

It is agreed that this Agreement and the rights and obligations of the Contractor may not be assigned or subcontracted without the express written consent of the parties, which consent will not be unreasonably withheld.

14.0 Change of Law

“Change of Law” means the coming into effect after the date of this Agreement changes to the Ontario Waste Diversion Act; Ontario Regulation 273/02; Ontario Regulation 101/94; the Blue Box Program Plan; or any applicable judgment of a relevant court of law which changes the interpretation of these statutes and is a binding precedent affecting the obligations of the Municipality to collect, transport, process or otherwise manage residential Blue Box materials.

If the obligations of the Municipality change as a result of a Change of Law, the Municipality may give notice of termination and the contractor shall not be entitled to any compensation following the termination date notwithstanding any time remaining on the original term of the or any extensions thereon agreed to by the parties.

If a Change of Law occurs, the Municipality and the Contractor are obliged to take reasonable steps to mitigate the adverse impact of such Change of Law upon the “Agreement.”

15.0 Liens:

The Contractor undertakes and agrees to take all necessary and proper steps to ensure that no claims for liens will be filed against the property of the Municipality. If, notwithstanding the foregoing undertaking, any claim for a lien shall be filed, and so often as the same shall happen, the Contractor agrees that they will, at their own expense, within ten (10) days of the Contractor receiving notice of the filing thereof, cause the same to be canceled and removed.

16.0 Contractor to Indemnify Municipality

The Contractor further agrees to indemnify the Municipality against all loss, costs, charges and expenses occasioned by, resulting from or in any way arising out of such claims.

17.0 Arbitration or Mediation:

All matters in dispute under this Agreement that are not resolved in a timely fashion shall be referred to mediation, or failing resolution at mediation, to arbitration by a single arbitrator, if the parties agree upon one, otherwise to an arbitrator appointed by the Superior Court of Justice of Ontario, pursuant to the Arbitration Act of Ontario.

18.0 Termination:

This agreement may be terminated by the Contractor or the Municipality in the event of a material change in circumstances on six (6) months notice.

19.0 Default:

In the event that the Contractor is in default of its obligation under this agreement, the Municipality may correct the default and charge the cost of the corrective action to the Contractor.

In the event that either party is in default of its obligations hereunder, and such default continues after six (6) months written notice, or in the event that either party becomes insolvent or bankrupt, then the other party may forthwith terminate this agreement.

20.0 Performance Bond:

For the first year term of the this haulage agreement, the Contractor shall supply the Municipality with an irrevocable letter of credit or other performance bond in the amount of \$25,000. It is understood by both the Municipality and the Contractor the requirement to maintain a letter credit for the full term of the agreement will be re-evaluated by the Municipality in July of 2016 with the understanding that it may not be required for the remainder of the term of the agreement.

21.0 Notice:

Any notice, direction or other instrument required or permitted to be given to the Contractor hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Contractor at 1029 Henry Ave Winnipeg MB R3E 1V6. Any notice, direction or other instrument required or permitted to be given to the Municipality hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Municipality at Attention Clerk, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9. Notice will be deemed to having been given as of 3 business days after the post date of mailing.

22.0 Force Majeure:

Delays in or failure in the performance of either party under the Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the Work to be done, or from the normal action of the elements or from any normal difficulties which may be encountered in the performance of the Work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include but are not limited to those related to quality of equipment or delay in delivery of equipment.

In the event that performance of this Agreement in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the

Municipality shall either;

- a. terminate this Agreement forthwith and without any further payments being made, or
- b. Authorize the Proponent to continue the performance of the Agreement with such adjustments as required by the existence of the force majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that this Agreement shall be terminated.

23.0 Contractor to Assume Custody of Agreed Solid Waste:

The Contractor shall assume custody and control of the Agreed Recyclable material once it has been loaded into the haulage vehicle and leaves the property of the Transfer Facility.

24.0 Waiver:

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A specific waiver of any provision of this Agreement or of any breach of any provision is not deemed or construed to be a change, amendment or modification of any provision of this Agreement or waiver of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver of any other breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement of any part of it.

25.0 Time Of The Essence:

Time shall be of the essence hereof.

26.0 Schedules

Schedules to this agreement may be added by the parties from time to time as required.

27.0 Entire Agreement:

This Agreement supersedes all prior negotiations and agreements including, without limitation, any previous agreement, with respect to the haulage of Recycle material and contains the entire understanding between the Parties.

28.0 Governing Law, Currency Headings and Interpretations

- (a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- (b) All sums of money referred to herein are expressed in Canadian currency;
- (c) Headings appearing in this Agreement are for general information and reference only and this Agreement shall not be construed by reference to such headings;
- (d) Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards;

- (e) In interpreting this Agreement, where the context so requires, the singular shall include the plural and the masculine and the feminine shall include the neuter and vice-versa.

In Witness Whereof the Contractor and the Municipality have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

Halton Recycling Ltd. dba Emterra Environmental

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

Schedule 1 - Statutory Holidays

New Years Day	January 1 st
Family Day (Ontario)	3 rd Monday in February
Good Friday	varies
Victoria Day	Monday before May 25 th
Canada Day	July 1 st
Civic Holiday (Ontario)	First Monday in August
Labour Day	First Monday in September
Thanksgiving	2 nd Monday in October
Remembrance Day	November 11 th
Christmas day	December 25 th
Boxing Day (Ontario)	December 26 th
½ day December 24 th Open 7:30 am to 11:30 am PW office closed at 11:30	
½ day December 31 th Open 7:30 am to 11:30 am PW office closed at 11:30	

Schedule 2 - Acceptable Materials Under This Agreement

Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are **not acceptable** (Residual Materials) at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware
7. Styrofoam packing & trays
8. Non-paper gift wrap eg – foil gift wrap
9. Cardboard boxes with wax coating
10. Paper towels, napkins or tissues
11. Used Motor oil containers & batteries
12. Bioplastic or compostable plastic
13. Liquid- absorbing pads e.g. in trays of meats, poultry, fish etc..
14. Plastic wrap and shrink wrap for meat, poultry, fish or cheese
15. Plastics that are not containers e.g. toys, laundry baskets, plastic cutlery
16. Ceramic plant pots
17. Plastic blister packs e.g. plastic/paper packing for batteries, toothbrushes, etc.. or plastic/foil protective packing for chewing gums and pills

Additional materials may be added for inclusion or exclusion from time to time during the term of this contract with the consent of both parties, in writing, following negotiated changes to prices and other contract terms as may be applicable.

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to approve a Processing Agreement with Emterra Environmental for processing services for non-hazardous solid waste/recyclables.)

WHEREAS on July 13th, 2015, Council approved a recommendation from the Operations and Facilities Executive Committee to enter into a processing agreement with Emterra Environmental with respect to processing of recyclables.

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

1. That the processing agreement in the form attached hereto as Schedule “A” with Emterra Environmental 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 13th day of July 2015.

R. Avis, Mayor

E. Slomke, Clerk

Processing Agreement between Emterra and The Corporation of the Town of Fort Frances

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This Agreement is made as of the _____ day of _____ 2015,

Between:

Halton Recycling Ltd. dba Emterra Environmental.

Hereinafter referred to as the “**Contractor**”

And

The Corporation of the Town of Fort Frances in the Province of
Ontario. Hereinafter referred to as the “**Municipality**”

Whereas the Contractor wishes to enter into an agreement to provide processing services for Non-Hazardous Solid Waste/Recyclables to the Corporation of the Town of Fort Frances on and subject to the terms herein set out;

Now Therefore, in consideration of the mutual promises, terms, conditions and covenants contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

1.0 Definitions:

In this Agreement and any Schedules hereto, the following terms will have the meanings described unless the context otherwise specifically provides:

- (a) “Agreement” shall mean this Agreement and any schedules, attachments and amendments thereto;
- (b) “MRF” means the Emterra Recycling Facility located at 1029 Henry Ave, Winnipeg, Manitoba;
- (c) “Business Day” means 7:30 AM to 4:00 PM, Monday through Friday, excluding statutory holidays identified in Schedule 1 - Statutory Holidays;
- (d) “Contracted recyclable material” means all recyclable material as listed for curbside collections as specified in Schedule 2 - Acceptable Materials Under This Agreement.
- (e) “Single Stream Materials” means materials included in Schedule 2 - Acceptable Materials Under This Agreement including Residual Materials (not acceptable materials outlined in schedule 2) collected in a curbside or depot collection program in the Municipality and transported to the MRF either by municipal transfer vehicles or by contract transfer vehicles.
- (f) “Undertaking” means the work contemplated in Section 3.0, subject to the Contractor’s obligations in Section 4.0.

2.0 Representations:

The Contractor hereby represents and warrants unto the Municipality that:

- (a) It has done all corporate acts necessary to enter into and carry out its obligations under this Agreement; and
- (b) It is not a non-resident of Canada within the meaning of Section 116 of the Income

Tax Act (Canada).

- (c) It has done all due diligence necessary to understand and fully perform the scope of work required under this agreement and any amendments thereto.

3.0 Solid Waste Receipt and Processing:

The Contractor agrees to receive and process Single Stream Materials from the Municipality on a 50% cost sharing basis at a rate per tonne of Single Stream Material received at the MRF as outlined in Schedule 3 – Original Offer from Emterra

4.0 Contractor's Obligations:

The Contractor shall at its own expense:

- (a) supply all labour, equipment and materials necessary to carry out its obligations hereunder, save and except for that labour, equipment and materials which this Agreement specifically provides are to be supplied by the Municipality;
- (b) allow municipal transfer vehicles access to the MRF at any time during the Business Day and provide for the unloading of municipal transfer vehicles within sixty (60) minutes of their arrival at the MRF;
- (c) monitor and report to the municipality on a monthly basis on tonnages of material delivered to the MRF;
- (d) monitor and report on commodity revenues received and tonnages, residual waste and Blue Box materials, processed by the MRF, by categories, consistent with Schedule 4 – Normal WDO Material Categories or such other material category list agreed to by the Municipality and the Contractor;
- (e) dispose of any residual material as per schedule 2 (not acceptable materials);
- (f) designate a foreperson who shall be responsible for overseeing the operations of the Contractor's employees or servants in carrying out this Agreement and provide the Municipality with the foreperson's name, location, e-mail and telephone number(s) and provide the ability to leave a message 24 hours/day which shall be promptly answered by the foreperson or other person of authority capable of resolving any urgent agreement operating issues.”;
- (g) submit, on a form approved by the Municipality, regular monthly reports showing particulars of the work performed by the Contractor to a representative designated by the Municipality who shall, if satisfied that the report accurately sets out the work performed by the Contractor, approve and sign the report; and
- (h) at all times enforce discipline and good order among its employees and not employ any incompetent person or person not skilled in the work assigned.

5.0 Municipality's Obligations:

The Municipality agrees:

- (a) to make reasonable efforts to reduce contamination and improve the quality of Single Stream materials;
- (b) to promptly sign off on Contractor's reports, described in Subsection 4.0(g), if completed in a satisfactory manner;

6.0 Term:

Absent a Change of Law as described in Section 14.0, this agreement shall be for a term of five (5) years from September 14, 2015 to September 13, 2020.

7.0 Payment For Work:

The Municipality shall, within 30 days of receipts and approval of invoices prepared by the Contractor, pay to the Contractor such sum as is determined to be payable to the Contractor pursuant to Section 8.0, less any amount which is owed by the Contractor to the Municipality.

8.0 Price:

The Municipality agrees to pay for the services set out in this agreement at the following rate:

- (a) \$10.00 per tonne City of Winnipeg host fee (the "Host Fee") plus;
- (b) \$70 per metric tonne of Single Stream Material delivered FOB Emterra Winnipeg MRF (the "Base Processing Cost"); less
- (c) 50% of commodity revenues (net of transportation costs to end markets) if the basket price of commodities exceed \$60 per tonne (net of transportation costs to end markets); or
- (d) \$0.00 of revenue share if the basket price of commodities does not exceed \$60 per tonne (net of transportation costs to end markets).
- (e) The rate set out in Paragraph 8.0(a) is not a put or pay based rate;

9.0 Escalation:

The Municipality agrees that the Rates herein will be subject to annual escalation or reduction as follows:

- (a) The parties agree that the Base Processing Cost provided for in this agreement shall be adjusted on each anniversary of this agreement, the first such adjustment to take place on July 1st, 2016, and thereafter on each July 1st during the term of the agreement act, as follows:
 - (i) by a factor to compensate for changes in the Consumer Price Index, as shown on CANSIM Table 326-0020, or successor table, for Winnipeg, Manitoba, All Items, and calculated as follows:

CPI Factor = Average CPI for prior agreement year ÷ Average CPI for 12 months prior to start-up of Agreement

- (b) The Host Fee shall only be adjusted if changed by the City of Winnipeg.

10.0 Protection of Life Property and Public Utilities:

The Contractor is responsible for taking appropriate safety precautions in carrying out its obligations under this Agreement. The Contractor shall protect all property from damage or losses resulting from the performance of this Agreement and shall minimize the disturbance and inconvenience to the public. In the case of any emergency arising during the performance of this Agreement affecting or threatening the Municipality's facilities, or other property, or safety of life, or adjoining or other property, the Municipality may, unless directed to the contrary by emergency authorities, at their discretion, take such steps as deemed proper to prevent or lessen any such effect or threat, provided, however, that in case of such emergency, the Municipality shall forthwith notify the Contractor of any action taken.

11.0 Insurance:

- (a) The Contractor shall maintain such insurance, or pay such assessments, as will protect them and the Municipality from all claims:
- (i) under the Workers Compensation Act;
 - (ii) minimum of \$5 million for damages for personal injury including death; and
 - (iii) minimum of \$2 million for property damage;
- which may arise as a consequence of Contractor performance or non-performance of obligations under this Agreement;
- (b) Such Policy shall name the Municipality as an additional insured thereunder and shall contain:
- (a) The insurer's waiver of any rights of subrogation or indemnity or any other claim to which the insurer might otherwise be entitled as against the Municipality and any other corporation owned, operated, or controlled by or affiliated with the Municipality, together with a severability of interest clause and a cross liability clause;
 - and
 - (b) An undertaking by the insurer not to cancel, change, lapse or refuse to renew the insurance therein granted without first giving the parties notice of its intentions in writing of at least 60 days prior to the intended change, lapse, cancellation or termination.
- (c) Certificates of such insurance shall be furnished to the Municipality on an annual basis and shall be subject to its approval as to the adequacy of protection. Such

insurance shall be maintained until the Municipality certifies that performance of this Agreement is complete.

12.0 Permits, Licenses:

The Contractor, its agents and assigns shall obtain, pay for and maintain all permits and licenses, whether of a permanent or temporary nature, necessary for it to carry out its obligations hereunder and to operate and do business in any province, municipality or other jurisdiction in which the parties carry out any part of this Agreement.

13.0 Assignment or Sub-Contract:

It is agreed that this Agreement and the rights and obligations of the Contractor may not be assigned or subcontracted without the express written consent of the parties, which consent will not be unreasonably withheld.

14.0 Change of Law

“Change of Law” means the coming into effect after the date of this Agreement changes to the Ontario Waste Diversion Act; Ontario Regulation 273/02; Ontario Regulation 101/94; the Blue Box Program Plan; or any applicable judgment of a relevant court of law which changes the interpretation of these statutes and is a binding precedent affecting the obligations of the Municipality to collect, transport, process or otherwise manage residential Blue Box materials.

If the obligations of the Municipality change as a result of a Change of Law, the Municipality may give notice of termination and the contractor shall not be entitled to any compensation following the termination date notwithstanding any time remaining on the original term of the agreement or any extensions thereon agreed to by the parties.

If a Change of Law occurs, the Municipality and the Contractor are obliged to take reasonable steps to mitigate the adverse impact of such Change of Law upon the Agreement.”

15.0 Liens:

The Contractor undertakes and agrees to take all necessary and proper steps to ensure that no claims for liens will be filed against the property of the Municipality. If, notwithstanding the foregoing undertaking, any claim for a lien shall be filed, and so often as the same shall happen, the Contractor agrees that they will, at their own expense, within ten (10) days of the Contractor receiving notice of the filing thereof, cause the same to be canceled and removed. The Contractor further agrees to indemnify the Municipality against all loss, costs, charges and expenses occasioned by, resulting from or in any way arising out of such claims.

16.0 Arbitration or Mediation:

All matters in dispute under this Agreement that are not resolved in a timely fashion shall be referred to mediation, or failing resolution at mediation, to arbitration by a single arbitrator, if the parties agree upon one, otherwise to an arbitrator appointed by the Superior Court of Justice of Ontario, pursuant to the Arbitration Act of Ontario.

17.0 Termination:

This agreement may be terminated by the Contractor or the Municipality on six (6) months notice.

18.0 Default:

In the event that the Contractor is in default of its obligation under this agreement, the Municipality may correct the default and charge the reasonable cost to the Contractor.

In the event that either party is in default of its obligations hereunder, and such default continues after thirty (30) days written notice, or in the event that either party becomes insolvent or bankrupt, then the other party may forthwith terminate this Agreement.

19.0 Performance Bond or Letter of Credit:

For the first year term of the this processing agreement, the Contractor shall supply the Municipality with an irrevocable letter of credit or other performance bond in the amount of \$25,000. It is understood by both the Municipality and the Contractor the

requirement to maintain a letter credit for the full term of the agreement will be re-evaluated by the Municipality in July of 2016 with the understanding that if may not be required for the remainder of the term of the agreement.

20.0 Notice:

Any notice, direction or other instrument required or permitted to be given to the Contractor hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Contractor at 1029 Henry Ave Winnipeg MB R3E 1V6. Any notice, direction or other instrument required or permitted to be given to the Municipality hereunder shall be in writing and may be given by mailing same, postage pre-paid, or delivering same to the Municipality at Attention Clerk, 320 Portage Avenue, Fort Frances, Ontario P9A 3P9.

21.0 Force Majeure:

If either party shall be prevented from performing any of its obligations hereunder, except for any obligations to pay money, by reason of fires, power shortages, strikes, walk-outs, inability to obtain suitable machinery, labour or supplies, wars, riots, including but not limited to Change of Law as described in Section 14.0, acts of any surface rights' owner, any groups asserting aboriginal rights or any environmental agencies or pressure groups, litigation, legislative enactments, Orders-in-Council by any legislative or regulative authority (provincial or federal), orders or by-laws by any municipal authority (not including the Contractor) having proper jurisdiction or any other cause or causes (whether or not of the same class or kind as those enumerated above) beyond the reasonable control of such Party, except lack of finances, then in every such event, any such failure or on the part of such Party to so perform shall not be deemed a breach of this Agreement and the time within which that Party is obligated to perform such obligations shall be extended by the total period that is so prevented, or in case of permanent prevention the agreement will

be terminated.

22.0 Contractor to Assume Custody of Agreed Solid Waste:

The Contractor shall assume custody and control of the Agreed Recyclable material once it arrives at the MRF.

23.0 Waiver:

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A waiver of any provision of this Agreement or of any breach of any provision is not deemed or construed to be a waiver of any provision of this Agreement or of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver or any such breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement of any part of it.

24.0 Time Of The Essence:

Time shall be of the essence hereof.

25.0 Schedules

Schedules to this agreement may be added by the parties from time to time as required.

26.0 Entire Agreement:

This Agreement supersedes all prior negotiations and agreements including, without limitation, any previous agreement, with respect to the processing of Recyclable material and contains the entire understanding between the Parties.

27.0 Governing Law, Currency Headings and Interpretations

- (a) This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein;
- (b) All sums of money referred to herein are expressed in Canadian currency;
- (c) Headings appearing in this Agreement are for general information and reference only and this Agreement shall not be construed by reference to such headings;
- (d) Materials or work described in words which, so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards;

In interpreting this Agreement, where the context so requires, the singular shall include the plural and the masculine and the feminine shall include the neuter and vice-versa.

In Witness Whereof the Contractor and the Municipality have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

Halton Recycling Ltd. dba Emterra Environmental

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

Per: _____ Date: _____

I have the authority to bind the Corporation

Per: _____ Date: _____

I have the authority to bind the Corporation

Schedule 1 - Statutory Holidays

New Years Day	January 1 st
Family Day (Ontario)	3 rd Monday in February
Good Friday	varies
Victoria Day	Monday before May 25 th
Canada Day	July 1 st
Civic Holiday (Ontario)	First Monday in August
Labour Day	First Monday in September
Thanksgiving	2 nd Monday in October
Remembrance Day	November 11 th
Christmas day	December 25 th
Boxing Day (Ontario)	December 26 th
½ day December 24 th	Open 7:30 am to 11:30 am PW office closed at 11:30
½ day December 31 th	Open 7:30 am to 11:30 am PW office closed at 11:30

Schedule 2 - Acceptable Materials Under This Agreement

Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are **not acceptable** (Residual Materials) at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware
7. Styrofoam packing & trays
8. Non-paper gift wrap eg – foil gift wrap
9. Cardboard boxes with wax coating
10. Paper towels, napkins or tissues
11. Used Motor oil containers & batteries
12. Bioplastic or compostable plastic
13. Liquid- absorbing pads e.g. in trays of meats, poultry, fish etc..
14. Plastic wrap and shrink wrap for meat, poultry, fish or cheese

15. Plastics that are not containers e.g. toys, laundry baskets, plastic cutlery
16. Ceramic plant pots
17. Plastic blister packs e.g. plastic/paper packing for batteries, toothbrushes, etc.. or plastic/foil protective packing for chewing gums and pills

Additional materials may be added for inclusion or exclusion from time to time during the term of this contract with the consent of both parties, in writing, following negotiated changes to prices and other contract terms as may be applicable.

Schedule 3 – Original Offer from Enterra



Thinking innovatively
Transforming waste to resources

March 17, 2014

Attention: Mike Birett, Director, and Alec Scott, Program Manager
WDO Continuous Improvement Fund
92 Caplan Avenue
Barrie, ON L4N 0Z7

Dear Mr. Birett,

Subject: Proposal for Northwest Ontario Recycling System Optimization

Firstly, thank you for the opportunity to provide environmentally and economically sustainable recycling system optimization solutions to communities in northwest Ontario.

As requested, Emterra Environmental hereby provides its proposal for the provision of the following services:

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF
2. Processing and Marketing of Recyclables
 - a. With 50-50 revenue share
 - b. Without revenue share

The following section outlines the aforementioned services in further detail.

1. Hauling of Compactor of Recyclables to Emterra Winnipeg MRF

Location	Quote	Notes/Assumptions
Fort Frances, Town of	\$1,750	Hauling of 2 compactors/bins from this location on each haul
Rainy River First Nations	\$972	Hauling of 1 compactor/bin from this location on each haul
Rainy River, Town of	\$1,110	Hauling of 1 compactor/bin from this location on each haul
Sioux Narrows	\$750	Hauling of 1 compactor/bin from this location on each haul
Nestor Falls, Township of	\$900	Hauling of 1 compactor/bin from this location on each haul

Given the distance between the aforementioned communities to the Winnipeg Single Stream MRF and the expected tonnages to be generated, it is recommended that the Rainy River First Nations and Town of Rainy River depots are serviced on the same day and likewise for the depots at Sioux Narrows and the Township of Nestor Falls on another day.

Emterra will be adding a new Compressed Natural Gas (CNG) Roll-Off Truck to the Winnipeg fleet, which will be used to service the northwest Ontario municipalities, along with the current Roll-Off Truck fleet.



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a. Annual Price Adjustment

The unit prices outlined above for the hauling of recyclables will be adjusted on the anniversary date of the Contract of each subsequent year based on the percentage increase in the unit prices for the Contract year, based on 50% of the percentage change in Index A, plus 20% change in Index B, plus 15% change in Index C.

Indices A, B, and C are as follows:

- i. Index A – All-Items Consumer Price Index for the City of Winnipeg (Statistics Canada Reference Table 326-0020)
- ii. Index B – NYMEX Henry Hub
- iii. Index C – Average hourly earnings – employees paid by the hour in Truck Transportation for the Province of Manitoba (Statistics Canada Reference Table 281-0029)

Indices A, B, and C will be those prepared by Statistics Canada and NYMEX where applicable. As some of the indices are not available from Statistics Canada and NYMEX until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

2. Processing and Marketing of Recyclables

Emterra's Winnipeg Bollegraaf/Van Dyk Single Stream MRF was upgraded in late 2012 with the latest and most advanced mix of optical and mechanical technology from Bollegraaf and TITECH. The enhancements to the MRF during this upgrade include:

- ▢ A new dedicated tip floor building to allow faster in and out times of all trucks delivering recyclables;
- ▢ Doubling of the processing capacity (i.e. 100,000 MT a year);
- ▢ Installation of a Bollegraaf drum feeder to provide a consistent flow of material to the in-feed belts;
- ▢ Upgrading of star screens for improved material separation;
- ▢ Retrofit of magnet to enhance capture of ferrous;
- ▢ Installation of a new eddy current machine located before the TITECH optical sorters to recover aluminum before it enters the TITECHs;
 - Aluminum reflection signature read by the NIR is very similar to paper, which can lead to contamination and lost aluminum; new TITECH position enhances aluminum and plastic containers recovery and purity of recovered products.
- ▢ Installation of two new TITECH NIR optical sorters for the recovery of PET containers and better separation of fibres from container stream;
- ▢ Installation of a second eddy current machine for enhanced aluminum recovery.



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Transforming waste to resources

With these upgrades, Emterra's Winnipeg Single Stream MRF can process the full spectrum of packaging and printed paper, including:

1. OCC
2. ONP
3. Flyers, writing paper, envelopes, magazines, junk mail, clean pizza boxes
4. Boxboard
5. Rigid food and beverage plastic #1-7 containers
 - a. Including clam shells
6. Aseptic and polycoated food and beverage containers
7. Aluminum food and beverage containers
8. Tin food and beverage containers
9. Glass bottles and jars

The following materials are not acceptable at this facility:

1. Laminated paper cups
2. expanded polystyrene
3. Film plastic
4. Aluminum foil, foil pie plates, foil food containers
5. Mirrors, window glass, broken glass
6. Light bulbs, drinking glasses, ceramics, cookware

a. With 50-50 Revenue Share

Under this option, 50% of commodity revenues (net of transportation costs to end markets) would be shared with the municipality. Should the basket price of commodities fall below \$60 per tonne (net of transportation costs to end markets), revenue share would cease until it recovers to over \$60 per tonne (net of transportation costs to end markets).

Processing cost under a 50-50 revenue share model would be \$80 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$80 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.

b. Without Revenue Share

Processing cost under a no revenue share model would be \$40 per metric tonne delivered FOB Emterra Winnipeg MRF.

Please note that included in the \$40 per metric tonne fee quoted above, the City of Winnipeg receives a host fee of \$10 per metric tonne from Emterra.

c. CPI Adjustment

On an annual basis, one full year after the commencement of the Contract, the above prices for recyclables processing and marketing shall be adjusted, on the anniversary date of the commencement of the Contract, and for each subsequent year of the Contract, to account for increases in the cost of living and fuel. The Consumer Price Index price adjustment shall apply to the quoted prices, multiplied by the average percent change in the Consumer Price Index, City of Winnipeg All Items with Energy as published by Statistics Canada for the most recent 12 calendar months:

$\text{CPI Adjustment} = \text{current price} \times \% \text{ change of average CPI over previous year}$

$\% \text{ change} = (\text{Average CPI Current Year} - \text{Average CPI Previous Year}) / \text{Average CPI Previous Year}$

The CPI Price Adjustment amount will be added to the current prices.

As some of indices are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.

Pursuant to the annual inflationary and fuel adjustments, if any one of the indices has a negative value, there shall be a zero adjustment for that particular index.

Term of Agreement

This proposal is based on a five year term with two one year extensions at the mutual agreement of both parties. Requests for extension are to be made by either party at least 60 days prior to the end date of the contract in year five.

In closing, we would like to thank the CIF for this opportunity to provide services that enhance waste resource recovery in northwest Ontario communities. Should you have any questions, I would be available at your convenience for a meeting or conference call. I look forward to creating a viable and successful public-private partnership with CIF and the communities.

Yours truly,
 Halton Recycling Ltd. dba Emterra Environmental



Paulina Leung
 Vice President of Corporate Strategy and Business Development

C.C. Alec Scott, Continuous Improvement Fund
 Rick Denyes, Continuous Improvement Fund

Schedule 4 – Normal WDO Material Categories

Material ID	Material Description
71	ONP #8
72	ONP #6
73	Household Fine Paper
75	Old Magazines/Catalogues (OMG)
76	Old Corrugated Containers (OCC)
77	Old Boxboard (OBB)
78	OCC/OBB Mix (Hardpack)
82	Polycoat Containers
83	Mixed Papers
84	Aluminum (Cans, Containers, Foil)
85	Steel (Cans, Containers)
87	Flint/Clear
88	Coloured
89	Mixed Glass
101	Plastic Film (#2, #4)
102	Tubs & Lids (#2, #4, & #5)
104	Mixed Plastics
106	Fibre, Glass, Aluminum, Steel, Plastic
107	Fibre, Aluminum, Steel, Plastic
109	Aluminum, Steel, Plastic
110	Glass, Aluminum, Steel, Plastic
271	Wine/Spirits Containers Returned for Deposit
274	PET Bottles (#1)
276	HDPE Containers - Clear(#2)
278	Polystyrene Foam(#6)
347	Other Bottles (#3, #5, #7)

TOWN OF FORT FRANCES

BY-LAW NO. XX/15

(Being a by-law to approve an agreement with Paul Heayn for his services as meeting investigator)

WHEREAS on March 9, 2015, as recommended by the Administration & Finance Executive Committee, Council approved entering into an agreement for meeting investigator services as provided under the Municipal Act, 2001.

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

1. That the agreement with Paul Heayn in the form of 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 14th day of September 2015.

R. Avis, Mayor

E. Slomke, Clerk

DATED as of this 1st day of January, 2015

A M O N G:

The Municipalities Listed in Schedule "A" to this Agreement

(the "Municipal Parties")

- and -

PAUL S. HEAYN

(the "Investigator")

RECITALS:

1. Subsection 239.2 (1) of the *Municipal Act, 2001* authorizes municipalities to appoint a person to investigate, in an independent manner, complaints made to him or her by any person as to whether the municipality or a local board has complied with Section 239 or a procedure by-law under Subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation.
2. In appointing an investigator and in assigning powers and duties to him or her, a municipality is to have regard to, among other things:
 - (a) the investigator's independence and impartiality;
 - (b) confidentiality with respect to the investigator's activities; and
 - (c) the credibility of the investigator's investigative process.
3. The Municipal Parties are satisfied that the Investigator has the skills and ability to meet these criteria.

THIS AGREEMENT IS ENTERED in consideration of payment of the Retainer by each Municipality to the Investigator, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged.

ARTICLE 1.00: INTERPRETATION

1.01 Definitions: Wherever a term set out below appears in the text of this Agreement with its initial letters capitalized, the term is intended to have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this Agreement in regular case, it is intended to have the meaning ordinarily attributed to it in the English language.

- (a) **Agreement** means this agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 5.02.
- (b) **Complaint** means a bona fide complaint received by any Municipal Party, or by the Investigator with respect to any Municipal Party, from a member of the public with the right to make the complaint, that the Municipal Party held a meeting in closed session contrary to the provisions of the *Municipal Act, 2001*.
- (c) **Dispute** means any controversy, dispute, difference, question or claim arising between the Parties (or any of them) in connection with this Agreement.
- (d) **Expenses** means any out-of-pocket sums paid or incurred by the Investigator during the course of investigation of a Complaint. Examples include: travel, lodging & meals, photocopying, telephone, facsimile, document binding, mileage, etc. Mileage shall be charged to and from Dryden at a rate of forty-four cents (\$0.44/km) per kilometre travelled. Where travel is involved, the

Expenses will be calculated on the basis of the policies of The Corporation of the City of Thunder Bay with respect to travel by its employees on municipal business.

- (e) **Fees** means the sum of fifty (\$50.00) dollars per hour paid to the Investigator for the Services rendered by the Investigator with respect to that Complaint.
- (f) **Investigator** means Paul S. Heayn, an individual carrying on business under the name and style "P.S. Heayn Municipal Consultant".
- (g) **Municipal Parties** means all Parties except the Investigator. Where additional municipal corporations join as Parties to this Agreement, as permitted by Section 4.03, the term "Municipal Parties" includes those additional signatories. Where meetings of Municipal Parties are referenced, the term includes meetings of that municipality's local boards or corporations.
- (h) **Original Parties** means the Investigator and the municipalities in Schedule "A".
- (i) **Parties** means any of the Original Parties together with any municipalities that sign on to this Agreement as provided for in Section 4.03. The term "Party" refers to any of them, individually.
- (j) **Retainer** means, for each Municipality, the sum of five hundred (\$500.00) dollars per annum.
- (k) **Services** means the conduct of investigations from time to time on behalf of each Municipal Party who has received a Complaint, to determine whether or not the Complaint has merit, and to report to that Municipal Party on the outcome of the investigation.
- (l) The **Term** means the entire time period during which this Agreement is operational, as set out in Article 2.00. In the event that a renewal occurs, as provided for in Section 2.02, the definition of Term shall be deemed to be amended by adding the renewal period.

1.02 Legislation, By-laws: Each reference to Provincial legislation in this Agreement is printed in italic font. Where the statute name does not contain a date, the reference is to the Revised Statutes of Ontario, 1990 edition. Where the statute name does contain a date, the reference is to the Statutes of Ontario for that particular year. In either case, the reference includes all applicable amendments to the legislation, including successor or replacement legislation.

1.03 Construing this Agreement: This Section contains the rules for reading and interpreting this Agreement:

- (a) The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation.
- (b) All provisions of this Agreement creating obligations on any Party will be construed as covenants.
- (c) This Agreement is to be read with all changes of gender or number required by the context.
- (d) The words "**include**", "**includes**", "**including**" and "**included**" are not to be interpreted as restricting or modifying the words or phrases which precede them.
- (e) All references to money are references to Canadian dollars.

ARTICLE 2.00: TERM OF AGREEMENT

2.01 Term: The Parties agree that the Term of this Agreement is one (1) year, to be computed from the 1st day of January, 2015, concluding on the 31st day of December, 2018, subject to renewal and termination as provided in this Agreement. January 1, 2015 will be the effective date of the Agreement regardless of the date that each Municipal Party's Council formally approves the appointment of the Investigator and/or execution of this Agreement.

2.02 Renewals: Subject to Section 2.03, this Agreement contains two (2) automatic renewals, each for a further term of one (1) year, on the same terms and conditions as this Agreement.

2.03 Electing not to Renew: Any Party to this Agreement who does not wish to renew shall give at least ninety (90) days' written notice to all of the other Parties prior to the end of the Term of his or its intention not to renew this Agreement.

2.04 Termination Without Cause: Any Municipal Party may terminate its participation in this Agreement with thirty (30) days' written notice to the other Parties. Termination mid-year does not give any Municipal Party the right to a refund or partial refund of the Retainer or any Fees or Expenses paid to the Investigator. Upon receiving notice of termination, the Investigator shall cease any ongoing work and shall issue an invoice to any Municipal Party for whom he was providing Service at the time of termination, for all Fees and Expenses to the date of termination.

2.05 Termination For Cause: Any Municipal Party who is dissatisfied with the Services provided by the Investigator shall provide the Investigator with written notice stipulating the nature of its concern and requesting that the Investigator rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. If the default complained of by the Municipal Party is not rectified to that Party's satisfaction, it may withdraw from participation in this Agreement by providing written notice to all other current Parties in accordance with Section 5.01.

If the Investigator considers any Municipal Party to be in breach of its obligations under the terms and conditions of this Agreement, he shall provide the Municipal Party with written notice stipulating the nature of his concern and requesting that the Municipal Party rectify any default noted. Where this notice results in a Dispute, the provisions of Section 4.06 apply. In any event, if the default complained of by the Investigator is not rectified to his satisfaction, the Investigator may withdraw his Services from that Municipal Party by providing thirty (30) days' written notice to that Municipal Party in accordance with Section 5.01. After passage of the thirty (30) days, absent agreement or court or tribunal order otherwise, this Agreement shall be considered to have been terminated insofar as the Investigator and that Municipal Party are concerned, and the Investigator shall then notify all of the other Municipal Parties that he is no longer providing the Services for the Party from whom he has withdrawn under this clause. The Investigator acknowledges and agrees that notice under this Section cannot be given during the course of an ongoing investigation into a Complaint, but may only be given after completion of his report with respect to a Complaint.

2.06 Agreement Continues: Withdrawal from the Agreement by any Municipal Party does not affect the validity of the Agreement with all of the remaining Parties.

ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS RELATING TO THE SERVICES AND PAYMENT FOR THEM

3.01 Appointment: The Municipal Parties retain and appoint the Investigator as an investigator for the purposes of Subsection 239.2 (1) of the *Municipal Act, 2001*. The Investigator agrees to provide the Services for, and at the request of, each of the Municipal Parties, and accepts the appointment.

3.02 Investigator's Duties with Respect to Services: In providing the Services, the Investigator agrees that he shall:

- (a) follow the procedure outlined in Schedule "C" to this Agreement, which formed the Investigator's response to the request for proposals that the Municipal Parties issued when seeking the services of a person to act as their investigator;
- (b) have regard to the importance of the matters listed in the second recital of this Agreement;
- (c) proceed without undue delay and with due diligence to investigate a Complaint;
- (d) conduct each investigation in private and in accordance with law;
- (e) hear or obtain information from such persons as the Investigator thinks fit and to make such inquiries as he thinks fit;
- (f) provide an opportunity to the members of Council and the senior administrative officials of each Municipal Party as well as any other person that may be adversely affected by a proposed report of the Investigator, an opportunity to make representations respecting the report or recommendation; and
- (g) preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties under the terms of this Agreement, save and except disclosure of such matters as in the Investigator's opinion ought to be disclosed in order to establish grounds for his conclusions and recommendations.

In performing such duties, the Investigator shall have the powers set out in the *Municipal Act, 2001*. Copies of relevant excerpts from legislation are attached to this Agreement as Schedule "D" for ease of reference.

3.03 Report Required: After concluding a "full investigation" as outlined in Schedule "C", the Investigator shall render his opinion as to whether or not the Complaint has merit, including an opinion as to whether any meeting or part of the meeting that was the subject matter of the Complaint was closed to the public contrary to the *Municipal Act, 2001* or the Municipal Party's procedure by-law. Regardless of the outcome, the Investigator shall report his opinion and the reasons for it to the applicable Municipal Party and shall make such recommendations as he thinks fit.

3.04 Use of Delegates: At the discretion of the Investigator, he or she may at any time delegate, in writing, some or all of his responsibilities under this Agreement, as provided for in the *Municipal Act, 2001*. The Investigator agrees that such delegation will be first submitted to the Municipal Party to whose Complaint the delegation applies for its approval. The Investigator acknowledges that he was selected by the Municipal Parties to provide the Services on the basis of his experience and knowledge, and that no Municipal Party will be forced to accept any delegate. Consent for any delegation may be withheld by any Municipal Party arbitrarily and without reason being provided. Where delegation is consented to, the person to whom the Investigator's duties are delegated must agree in writing to be governed by the terms and conditions of this Agreement as if he or she was the Investigator. Such person shall always be under the supervision and direction of the Investigator. The delegation must not result in any additional costs or fees to the Municipal Parties. Regardless of whether the Services are provided by the Investigator or by a delegate, all invoices for the Services shall be rendered by the Investigator and payments made to the Investigator, and the Investigator shall be responsible for the fees and disbursements of any his delegates.

3.05 Unavailability of Investigator: If the Investigator is unable to respond to a Complaint directly or through delegation as set out in Section 3.04, a Municipal Party has the right to call in an alternate service provider. In that case, the Investigator shall not have any recourse against the Municipal Party for breach of this Agreement.

3.06 Covenant to pay the Retainer: Each Municipality agrees to pay the Retainer to the Investigator on an annual basis, during the Term, on or before January 31st of each year.

3.07 Covenant to pay Fees and Expenses: Each Municipal Party agrees to individually pay the Fees to the Investigator relating to any Complaint for that Party, and to reimburse the Investigator for any Expenses relating to any Complaint for that Party. The Investigator agrees that, to be eligible to receive reimbursement for an Expense, the receipt or invoice relating to that Expense will have to be surrendered to the paying Municipal Party. The Parties agree that Fees and Expenses relating to any particular Complaint are to be paid by the Municipal Party which is the subject matter of that Complaint, and that, despite the joint retainer, the Investigator will not hold any other Municipal Party responsible for payment of Fees and Expenses relating to Complaints.

Where the Investigator incurs expenses that relate to the administration of this Agreement as a whole and are not applicable to any particular Complaint, those expenses shall be shared equally by the Municipal Parties.

3.08 Calculation of Fees: The Investigator agrees that the Fee will be charged only for such time that he is actively investigating a Complaint and preparing and/or presenting his report with respect to that Complaint.

3.09 Limiting Expenses: The Investigator agrees that all investigations will, as much as is possible, be conducted without travel to the subject municipality, so as to limit the expenses relating to the Complaints.

3.10 Timing: The Investigator will invoice the Municipal Party which is the subject matter of a Complaint upon completion of his report related to that Complaint. Payment shall be due thirty (30) days after the date of delivery of the Invoice.

3.11 Taxes: All amounts payable to the Investigator shall be paid without deduction. If goods and services tax is applicable to any Fees or Expenses, the same are payable in addition to the Fee or Expense. The Investigator shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income tax laws, Worker's Compensation (if elected to enroll), or pension with respect to any amounts paid to the Investigator. The Municipal Parties assume no obligation or liability as between the Parties to this Agreement to deduct or remit any statutory or government remittances.

3.12 Liability Insurance: The Investigator agrees to place and at all times maintain general liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement, or of any of the acts or omissions of the Investigator. This insurance shall be with a company or companies acceptable to the Municipal Parties and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence. In addition, the Investigator agrees to place and at all times maintain automobile liability (for both bodily injury and property damage) insurance against claims for personal injury, death or damage to property arising out of any of the operations of the Investigator under this Agreement. This insurance shall be with a company or companies acceptable to the Municipal Parties and shall have a minimum inclusive limit of two million (\$2,000,000.00) dollars per occurrence.

3.13 Insurance Documents: The Investigator agrees, upon request, to provide to any Municipal Party which requests it either:

- (a) the insurance policies described in Section 3.12, or
- (b) the certificates of insurance relating to those policies.

3.14 Indemnification: The Investigator agrees that he shall at all times indemnify and save harmless the Municipal Parties from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this Agreement or any action taken or things done or maintained because of this Agreement, or the exercise of rights arising pursuant to this Agreement (excepting claims for damage resulting from the negligence of any officer, servant or agent of the Municipal Parties while acting within the scope of his or her duties or employment).

ARTICLE 4.00: OTHER COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS

4.01 Laws & Rules: The Investigator agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and by-laws in providing the Services. Where any permits or licences are required, same shall be obtained by the Investigator.

4.02 Joint Retainer: The Investigator acknowledges that he is appointed as an investigator, as outlined in the *Municipal Act, 2001*, for each of the Municipal Parties.

4.03 Additional Municipal Parties: The Parties agree that other municipalities from within the Districts of Kenora, Rainy River and Thunder Bay, may join as Parties to this Agreement, becoming part of the collective group of Municipal Parties, in such numbers as the Investigator agrees in writing to accept. Such additional municipalities shall be subject to all conditions of this Agreement, and will, as condition of becoming a Municipal Party, sign a document in form and substance equivalent to that in Schedule "B" to this Agreement, and provide each current Party to this Agreement with a copy of that page as set out in Section 5.01. Any new Municipal Party shall pay the Retainer for the calendar year in which it joins, regardless of what point in the year that it joins. The City Clerk for The Corporation of the City of Thunder Bay will keep a current list of all Municipal Parties, available upon request of any Party.

4.04 Communications by Electronic Mail: The Parties agree that they may communicate with one another with respect to this Agreement by electronic transmission over the internet, but that they do so at their own risk with respect to inadvertent disclosure to third parties resulting from the use of that media. The Parties agree that no formal notice required by this Agreement shall be sent through electronic mail, but rather through regular mail or facsimile transmission as provided for in Section 5.01.

4.05 Municipal Freedom of Information and Protection of Privacy Act: The Parties acknowledge that this Agreement is a public document, and that this Agreement and the Services rendered under it are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. No Party shall be considered to have breached a requirement of confidentiality if disclosure is ordered by the Information and Privacy Commissioner in a procedure under that legislation. The Investigator agrees that the Municipal Party involved in any procedure under that legislation with respect to this Agreement or the Services shall have control of that procedure. The Investigator will co-operate in any and all such procedures, and abide by the orders of the Information and Privacy Commissioner that result, but the involved Municipal Party will make any decisions with respect to that procedure as it unfolds. Any expenses of the Investigator relating to any such procedure shall be reimbursed to the Investigator by the Municipal Party involved, and the Investigator may charge that Municipal Party a fee that does not exceed the amount of the Fees applicable to the Services, for his time spent in dealing with that procedure.

4.06 Dispute Resolution: Any Dispute that cannot be resolved by a manager from each Party involved shall be settled in accordance with this Section. The Party wishing to rectify the Dispute shall send the other Party written notice clearly identifying the Dispute, that Party's position with respect to the Dispute, and the remedy which the Party seeks. Any Party receiving such a notice shall refer it to a senior officer, who shall enter into good faith negotiations with senior officers of all Parties involved in the Dispute. If the Dispute has not been resolved within thirty (30) days of the original notice, any Party involved in the Dispute may avail itself of any process or means legally available to resolve the Dispute.

ARTICLE 5.00: MISCELLANEOUS

5.01 Notice: Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Investigator at:

Paul S. Heayn, A.M.C.T.
41 Clearwater Crescent
Dryden, Ontario P8N 3H8
Telephone: (807) 223-6824

or to the Municipal Parties at the addresses and facsimile numbers set out in Schedule "A" (respecting Original Parties) or at the addresses and facsimile numbers set out on the signatory page provided by any Party who joins under Section 4.03 of this Agreement.

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
 - (b) the business day next following the date of facsimile transmission; or
 - (c) five (5) days following the date of mailing of the notice;
- whichever is applicable. Notice shall not be given by electronic mail. Notwithstanding Section 5.02, any Party may change its address for notice by giving notice of change of address pursuant to this Section.

5.02 Amendments: No supplement, amendment or waiver of or under this Agreement (apart from amendments to notice provisions of Section 5.01) shall be binding unless executed in writing by the Parties to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

5.03 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the Services. It is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and this Agreement fully replaces and supersedes any letter, letter of intent, request for proposals, response to requests for proposals, or other contractual arrangement between the Parties related to the Services that may have been in existence at the time of execution and delivery of this Agreement.

5.04 Force Majeure/Time: Notwithstanding anything in this Agreement, no Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in it.

5.05 Successors: The rights and liabilities of the Parties shall enure to the benefit of and be binding upon the Parties and their respective successors and approved assignees.

5.06 Partial Invalidity: If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Parties agree that the remainder of this Agreement shall not be affected by the ruling, but shall remain in full force and effect.

5.07 Relationship of Parties: Nothing in this Agreement shall create any formal legal relationship between the Parties. It is specifically agreed that none of the Parties is a partner, joint venturer, agent, employee, employer, or trustee of any other Party. The Investigator is a contractor independent of the Municipal Parties.

5.08 Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

5.09 Independent Legal Advice: Each Party acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this Agreement.

TO WITNESS, the undersigned affixed their corporate seals attested by the hands of our properly authorized officers. By so executing this document, the officers warrant and certify that the municipal corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the municipal corporation(s) to the terms of this Agreement by their signatures.



THE CORPORATION OF THE TOWNSHIP OF ATIKOKAN

Donna Brown Mayor
Angela Sharbot Clerk



THE CORPORATION OF THE TOWN OF FORT FRANCES

[Signature] Mayor
Elomke Clerk



THE TOWNSHIP OF OLIVER PAIPOONGE

 Mayor
 Clerk

THE TOWNSHIP OF O'CONNOR

 Mayor
 Clerk

THE TOWNSHIP OF MACHIN

 Mayor
 Clerk

(Signatures of Parties continue on next page)

SCHEDULE "A"**Municipal Parties**

<p>The Corporation of the Township of Atikokan Attention: Clerk/Town Manager 120 Mark Street Box 1330 Atikokan, Ontario P0T 1C0 Facsimile: 807-597-6186</p>
<p>The Corporation of the Town of Fort Frances Attention: Clerk 320 Portage Avenue Fort Frances, Ontario P9A 3P9 Facsimile: 807-274-8479</p>
<p>The Corporation of the City of Thunder Bay Attention: City Clerk 500 Donald Street West Third Floor Thunder Bay, Ontario P7E 5V3 Facsimile: 807-623-5468</p>
<p>The Township of Oliver Paipoonge Attention: CAO/Clerk P.O. Box 10, 4569 Oliver Road, Murillo, Ontario P0T 2G0</p>
<p>The Corporation of the Township of O'Connor Attention: Deputy Clerk-Treasurer Township of O'Connor R.R. #1, Kakabeka Falls, ON P0T 1W0</p>
<p>The Corporation of the Municipality of Machin Attention: Clerk Treasurer Municipality of Machin P.O. Box 249, 75 Spruce Street Vermilion Bay, ON P0V 2V0</p>

SCHEDULE “B”

Additional Signatory Page

[This page to be completed by any qualifying municipality who wishes to participate in this Agreement, and delivered to all other Parties in accordance with Section 5.01. Contact the City Clerk in Thunder Bay for information on the current list of Parties at any given time.]

The Corporation of the _____ of _____, (the “Municipality”) by resolution dated _____(insert date), the text of which is appended (append resolution), agrees to become a “Municipal Party” as that term is defined within an agreement dated as of January 1, 2015, between several Northwest Ontario municipalities and Paul S. Heayn (the “Agreement”).

The Municipality will become a party to the Agreement effective _____ (insert date) and will pay the Retainer to the Investigator within thirty (30) days of this date.

The Municipality has read the Agreement and agrees to be bound by all of its terms and conditions as if it were an Original Party, as that term is defined within the Agreement.

The Municipality has obtained the Investigator’s written consent to become a party, as required by Section 4.03 of the Agreement.

Executed at _____ (insert location), Ontario this _____ day of _____, 20__.

The Corporation of the _____ of _____

Per: (insert name, title)

Per: (insert name, title)
(We have the authority to bind
this municipal corporation)

SCHEDULE “C”

Investigator’s Procedures

- Receive Complaint (made in writing, in either English or French) by a person. Complaint should be on the relevant Municipal Party’s “Complaint Intake Form” if one has been adopted.
- Receive current certified copy of Municipal Party’s procedure by-law(s).
- Undertake Step One: Initial Review & Report as follows:
 - Interview the complainant
 - Review any actions taken by the complainant and/or the Municipal Party to resolve the matter without formal investigation
 - Satisfy the complainant, if possible, without further investigation
 - Assuming Complaint is withdrawn and/or complainant is satisfied, prepare/present report to Council with respect to the Initial Review and resolution.
- Undertake Step Two: Full Investigation & Report as follows:
 - Interview all members of the elected council of the Municipal Party which is subject to the Complaint, whether or not those members were present at each of: the open meeting at which the resolution to hold the closed meeting was passed; the closed meeting itself; and the subsequent open meeting, if any, which dealt with any matters which were discussed in closed session.
 - Interview all members of senior administration of the Municipal Party who were present at each of the meetings referenced above, and in addition, the Clerk-Treasurer or Chief Administrative Officer, or equivalent, whether or not he or she was in attendance at any of those meetings.
 - If the complainant involves the Ontario Ombudsman, and if it is warranted, the Municipal Party may be given a formal hearing opportunity pursuant to Section 18 of the *Ombudsman Act*.
 - Prepare a draft report that:
 - ❖ explains the nature and background of the reason the Complaint was filed;
 - ❖ explains the reason and facts of why the Municipal Party held the closed meeting; the general nature of its subject matter;
 - ❖ explains the actions on the part of the complainant that were undertaken (if any) to resolve the issues;
 - ❖ explains the actions on the part of the Municipal Party (if any) to resolve the issues;
 - ❖ outlines the facts of why the Municipal Party held the closed meeting;
 - ❖ presents an opinion as to whether or not the meeting which is the subject matter of the Complaint (or any part of that meeting) was closed to the public contrary to either the *Municipal Act, 2001* or the Municipal Party’s procedure by-law;
 - ❖ supports the opinion noted above with clear reasons; and
 - ❖ makes any recommendations to resolve the Complaint, for future actions, or any other relevant recommendations.
 - Present the draft report to the council of the Municipal Party involved and receive feedback from that council (in the form of a resolution – not in the form of feedback from individual members of that council) regarding anything written in the draft report.
 - Finalize a final report, considering the input from the Municipal Party’s council as noted above.
 - Deliver the final report to the Municipal Party’s council, appearing before it if necessary or requested. [It will be the Municipal Party’s obligation to make reports available to the public as provided in Subsection 239(10) of the *Municipal Act, 2001*.]
 - Recommend to the Municipal Party’s council that a copy of the final report be sent to the complainant.

SCHEDULE “D”
Relevant Legislation Excerpts

Part One: Excerpts from the *Municipal Act, 2001*

223.13 (6) – Ombudsman – The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.

223.14 (1) – Investigation – Every investigation by the Ombudsman shall be conducted in private.

223.14 (2) – Opportunity to make representations – The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

223.14 (3) – Application of *Ombudsman Act* – Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part.

223.14 (4) – Same – For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service of Ontario Act, 2006*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively.

223.15 (1) – Duty of confidentiality – Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

223.15 (2) – Disclosure – The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

223.15 (3) – Section prevails – This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

223.16 – No review, etc. – No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

223.17 (1) – Testimony – The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

223.17 (2) – Same – Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

223.18 – Effect on other rights, etc. – The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

Part Two: Excerpts from the *Ombudsman Act*:

18(1) - Proceedings of Ombudsman - Before investigating any matter, the Ombudsman shall inform the head of the governmental organization affected of his or her intention to make the investigation.

18(2) - Investigation to be in private - Every investigation by the Ombudsman under this Act shall be conducted in private.

18(3) - Where hearing necessary - The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but, if at any time during the course of an investigation, it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect any governmental organization or person, the Ombudsman shall give to that organization or person an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

18(4) - May consult minister - The Ombudsman may in his or her discretion, at any time during or after any investigation, consult any minister who is concerned in the matter of the investigation.

18(5) - Must consult minister - On the request of any minister in relation to any investigation, or in any case where any investigation relates to any recommendation made to a minister, the Ombudsman shall consult that minister after making the investigation and before forming a final opinion on any of the matters referred to in subsection 21(1) or (2).

18(6) - Breach of duty or misconduct - If, during or after an investigation, the Ombudsman is of opinion that there is evidence of a breach of duty or of misconduct on the part of any officer or employee of any governmental organization, the Ombudsman may refer the matter to the appropriate authority.

19. (1) – Evidence - The Ombudsman may from time to time require any officer, employee or member of any governmental organization who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman's opinion relate to any such matter and which may be in the possession or under the control of that person.

19(2) - Examination under oath -- The Ombudsman may summon before him or her and examine on oath,

- (a) any complainant;
- (b) any person who is an officer or employee or member of any governmental organization and who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1); or
- (c) any other person who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1),

and for that purpose may administer an oath.

19(3) - Secrecy - Subject to subsection (4), no person who is bound by the provisions of any Act, other than the *Public Service Act*, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure.

19(3.1) - Providing personal information despite privacy Acts - A person who is subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004* is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2).

19 (4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement.

19(5) - Privileges - Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court.

19(6) - Protection - Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person.

19(7) - Right to object to answer - A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the Canada Evidence Act.

19(8) - Prosecution - No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section.

19(9) - Fees - Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly.

...

21(1) - Procedure after investigation - This section applies in every case where, after making an investigation under this Act, the Ombudsman is of opinion that the decision, recommendation, act or omission which was the subject-matter of the investigation,

- (a) appears to have been contrary to law;
- (b) was unreasonable, unjust, oppressive, or improperly discriminatory, or was in accordance with a rule of law or a provision of any Act or a practice that is or may be unreasonable, unjust, oppressive, or improperly discriminatory;
- (c) was based wholly or partly on a mistake of law or fact; or
- (d) was wrong.

21(2) - Idem - This section also applies in any case where the Ombudsman is of opinion that in the making of the decision or recommendation, or in the doing or omission of the act, a discretionary power has been exercised for an improper purpose or on irrelevant grounds or on the taking into account of irrelevant considerations, or that, in the case of a decision made in the exercise of any discretionary power, reasons should have been given for the decision.

TOWN OF FORT FRANCES

BY-LAW NO. xx/15

(Being a by-law to approve an agreement with JMX Contracting Inc. for the demolition of the Rainy Lake Hotel as awarded through the tendering process - Tender 15-PD-16).

WHEREAS on September 14th, 2015, upon the recommendation of the Planning & Development Executive Committee, Council approved a report from T. Rob, CBO, Facilities/Special Projects Coordinator which awarded the tender for the demolition of the Rainy Lake Hotel, Tender 15-PD-16 to JMX Contracting Inc.;

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

1. That pursuant to the award of Tender 15-PD-16, the following contract in the form of 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 14th day of September 2015.

R. Avis, MAYOR

E. Slomke, CLERK

SCHEDULE 2

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015.

BETWEEN:

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

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

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

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

1. The Tenderer shall perform and complete the Work:
 - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
 - (b) for the Year(s), and for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.
3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by 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, Planning and Development Division (in the Tender Documents the Town Manager, Planning and Development Division 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:

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.

SIGNATURE OF CONTRACTOR:

 Witness to signature of Tenderer

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

Print name of Witness:

PRINT NAME AND TITLE OF PERSON
 SIGNING:

IF A CORPORATION, PRINT PROPER NAME
OF CORPORATION:

—

Address of Witness:

Address of Contractor:

Phone Number of Witness:

Phone Number of Contractor:

Fax

Number:

Cell

Number:

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 wage enhancement agreement with Rainy River District Social Services Administration Board for the 2015 Provincial portion allotted for Child Care, the *Municipal Act, 2001*, S.O. 2001, c.25.

WHEREAS on September 14^h, 2015, as recommended by the Community Services Executive Committee, Council authorized execution of a wage enhancement agreement with Rainy River District Social Services Administration Board (RRDSSAB) for the 2015 Provincial Child Care one-time funding program for eligible staff of the Children's Complex.

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

1. That the wage enhancement agreement with RRDSSB in the form attached as Schedule 'A' be approved for the Mayor 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 14th day of September 2015.

R. Avis, Mayor

E. Slomke, Town Clerk



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

August 14, 2015

Shawna McRitchie
Superintendent
Fort Frances Children's Complex
1150 Portage Avenue North
Fort Frances, ON P9A 2B1

Dear Shawna McRitchie,

RE: 2015 Provincial Child Care Wage Enhancement Agreement

The Rainy River District Social Services Administration Board (RRDSSAB) is pleased to provide one-time funding for the 2015 provincial child care wage enhancement for eligible staff at the Fort Frances Children's Complex. This one-time funding allocation of:

- \$12,177.73 – Main Site
- \$2,720.29 – JW Walker
- \$2,774.31 – Robert Moore
- \$2,721.55 – St. Michaels

is based on the information submitted in your Application for Provincial Wage Enhancement Funding – Child Care Centres & Home Visitors (2015).

This funding will provide your centre with the resources to grant eligible program staff a wage enhancement of up to \$1 per hour plus up to 17.5 percent benefits based on hours worked in 2014.

If the Town of Fort Frances is in agreement with the terms as set out in this letter, please return **two signed paper copies or one signed scanned copy** of this letter to my attention at the Rainy River DSSAB by **September 11, 2015**.

TERMS OF THE AGREEMENT

1) Purpose

On January 19, 2015 the Premier announced that the Ministry of Education has committed \$269 million over three years to support a wage enhancement in the licensed child care sector. The wage enhancement initiative is intended to be an ongoing investment.

The wage enhancement objectives are:

- To help close the wage gap between RECEs working in the publicly funded education system and those in the licensed child care sector;
- To help stabilize child care operators by supporting their ability to retain RECEs and non-RECE program staff; and
- To support greater employment and income security.

The ministry has established an hourly wage maximum of \$26.27/hour (as of January 1, 2015) for centre-based staff.

2) Eligibility

RECEs and other child care program staff are eligible for the 2015 wage enhancement if they are employed in a licensed child care position that:

- Existed in a licensed child care centre between January 1, 2014 and October 31, 2014;
- Had a wage of less than \$26.27 per hour as of October 31, 2014; and
- Is categorized as a child care supervisor, RECE, or can be otherwise counted toward adult to child ratios under the *Day Nurseries Act* (DNA).

If an eligible position has an associated wage rate between \$25.28 and \$26.27 per hour as of October 31, 2014, it is eligible for a partial wage enhancement. The partial wage enhancement will increase the wage of the qualifying position to \$26.27 per hour without exceeding the cap.

Supplementary program staff positions that are in place to maintain lower adult-child ratios than required under the DNA are also eligible for wage enhancement.

Ineligible Positions (Non-Program Staff)

- Cook, custodial and other non-program staff positions are not eligible for wage enhancement funding.
- SNR-funded resource teachers/consultants and supplemental staff are not eligible for wage enhancement funding.
- The only exception to this provision is if at least 25% of the non-program staff position is used to support ratio requirements; in which case the staff would be eligible for a partial wage enhancement.

3) Payments to Staff

The Operator is required to pay the wage enhancement to qualifying staff during 2015 retroactive to January 1, 2015. Discretion is allowed for wage enhancement payments to staff in 2015. The Operator can provide wage enhancement payments to staff as follows:

- Through staff's regular paycheques; or
- Through lump sum payments in the funding year ending December 31, 2015.

With either of the above payment options the child care operator is required to clearly label the funding provided for wage enhancement on staff pay cheques as "Provincial child care wage enhancement". A separate code may also be used on the pay cheques (if text is not feasible) as long as clear communication has been provided to staff defining the code as "Provincial child care wage enhancement".

If a separate line or code on pay cheques is not feasible due to payroll restrictions, the Operator may provide the funding to staff through a separate payment. These payments must be clearly tied to the number of hours worked.

The 17.5% maximum in mandatory benefits is used for employer costs for the statutory contributions. This includes 4.00% in vacation pay and 3.59% in public holiday pay that will be provided to employees.

More Working Hours

If a centre has more working hours than in the previous year, the Operator will run out of wage enhancement funding prior to the end of 2015. The Operator is not required to absorb the additional cost to continue funding the enhancement until the end of 2015. The Operator can stop paying wage enhancement once the allocation for the centre has been depleted. There is no obligation for the Operator to pay the balance.

The Operator may choose to address wage enhancement for staff positions that are ineligible for the provincial child care wage enhancement or top up shortfalls in provincial wage enhancement for eligible positions through other funding sources.

Fewer Working Hours

If a position has fewer working hours than in the previous year (or as determined by the wage enhancement application) the Operator will only distribute wage enhancement for the actual hours worked in 2015. All surplus funds are to be returned to the RRDSSAB in the reconciliation process at year-end.

4) Use of Wage Enhancement

The Operator is required to provide 100% of wage enhancement funds to eligible staff. Wage enhancement funding must be paid to child care staff in addition to their standard wage rate as of January 1, 2015. Wage enhancement funding may be used to fund overtime hours worked in 2015 but not exceeding \$1.00 per hour. In addition, it may only be provided to staff whose positions were approved as part of the 2015 wage enhancement application process.

The funding cannot be:

- spent on any other child care program expenses;
- used to offset or replace a wage increase;
- used to replace other funding that the operator receives from the RRDSSAB (i.e. general operating funding).

The Operator is not permitted to substitute payments previously provided to staff with wage enhancement funding. Wage enhancement funding must be provided in addition to any pay equity payments agreed to under the pay equity memorandum of settlement. Wage enhancement funding that is not used for its intended purpose will be recovered by the RRDSSAB.

5) Payment Schedule

Wage enhancement funding retroactive to January 1, 2015 will be included with the Operator's October electronic funds transfer (EFT). The remaining funds will be provided as equal installments in the monthly EFTs through to the end of 2015.

6) Reporting Requirements

The Operator is required to provide the RRDSSAB with the following information using forms to be supplied by the RRDSSAB:

- A statement which attests that 100% of wage enhancement funding was provided directly to eligible child care staff with up to \$1.00 per hour provided for wage plus up to 17.5 percent provided for benefits.
- Service and financial data required by the Ministry including:
 - Number of RECE FTEs receiving a full wage enhancement;

- Number of Supervisor FTEs receiving a full wage enhancement;
- Number of other program FTEs receiving a full wage enhancement;
- Number of RECE FTEs receiving a partial wage enhancement;
- Number of Supervisor FTEs receiving a partial wage enhancement;
- Number of other program FTEs receiving a partial wage enhancement.

Rather than subtracting sick hours and adding in supply hours the Operator may have chosen to include the total hours worked for a position on its application and then pay whichever staff worked the hours in 2015. Where the Operator has chosen to combine staff positions on its wage enhancement application the Operator must ensure that records are kept on file for actual hours worked for each position from January 1, 2014 to October 31, 2014 and be prepared to present these upon request to the RRDSSAB.

7) Reconciliation

Reconciliation of wage enhancement funding will be completed on the total number of FTEs funded by the Operator. In instances where the wage enhancement allocation for a position exceeds the actual hours worked in 2015 the RRDSSAB will recover unused funds from the Operator.

To support the reconciliation of wage enhancement funding the Operator agrees to:

- Participate in a wage enhancement compliance audit to confirm adherence with this Agreement. Operators selected for a wage enhancement audit will be notified in advance and provided with further information to prepare for the audit.
- Retain records pertinent to the information provided in the wage enhancement application.
- Permit RRDSSAB staff to enter, at reasonable times, any premises used by the Operator in connection with the provision of wage enhancement and retention of records to inspect all records relating to the delivery of wage enhancement.
- Provide quarterly year-to-date reports that include actual and projected wage enhancement expenditures, revenue and all other service data information – “Schedule 3”.
- Include a separate line within its audited financial statements for each wage enhancement revenue and wage enhancement operating expenses.

In the event that the RRDSSAB determines that the Operator has failed to meet the funding conditions outlined in their agreement for the provision of wage enhancement funding, the RRDSSAB will recover all misused funds. Additionally, non-compliant operators may be deemed ineligible to receive future wage enhancement funding.

Thank you for your continued commitment to your staff, and the children and families in your community. If you have any questions regarding this letter please contact me at tfretter@rrdssab.on.ca or (807) 274-5349 ext. 241.

Sincerely,

Tanis Fretter
Integrated Services Manager

cc: Dawn Galusha, Deputy Treasurer, Town of Fort Frances
Jason Kabel, Manager of Community Services, Town of Fort Frances
Wendy Tilbury, Finance Supervisor, Rainy River DSSAB

I, _____ have the authority to bind the **Town of Fort Frances** and accept the terms contained in this letter.

Signature

Date

I, _____ have the authority to bind the **Rainy River District Social Services Administration Board** and accept the terms contained in this letter.

Signature

Date



glenn
<glennwtreftlin@hotmail.com>
>

09/08/2015 06:40 PM

To Kathy Lawson <klawson@fort-frances.com>, Lisa Slomke
<lslomke@fort-frances.com>, Sue Bates
<sue.bates@atikokan.ca>, Town of Atikokan

cc

bcc

Subject General Meeting of RRDMA Sept 30th

RRDMA Member Municipalities

Please be advised the next general meeting of the RRDMA membership will be held at the Emo Legion on September 30, 2015 in the Emo Legion.

In addition to the business arising from the RRDMA Executive meeting being held Sept 15th, Grant Goddard of New Gold has confirmed he will be present to update our members on the latest developments at the gold mine project north of Barwick.

Watch for the agenda coming out next week. There may be an opportunity to speak about other matters of community interest in our district as well.

Glenn W. Treftlin, Secretary-Treasurer
Rainy River District Municipal Association
919 Fifth Street East
Fort Frances, ON P9A 1V3
ph.: 807-274-8777 (home) 807-275-7311 (cell)
email: glennwtreftlin@hotmail.com



AMO Communications
<communicate@amo.on.ca>

08/25/2015 03:07 PM

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

cc

bcc

Subject AMO POLICY UPDATE - Highlights of the August 2015 Board Meeting

August 25, 2015

AMO Report to Member Municipalities Highlights of the August 2015 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. The Board met in Niagara Falls, Ontario prior to the 2015 Annual AMO Conference.

Highlights of the August 15, 2015 meeting include:

Municipal Legislation Review

A proposed principled approach was reviewed and discussed by the AMO Board as the foundation for AMO's initial response to the Ministry of Municipal Affairs and Housing's Municipal Legislation Review consultations on both the *Municipal Act* and the *Municipal Conflict of Interest Act*. It is expected that AMO's initial submission will be available in September. AMO is also working with municipal staff associations as they prepare technical advice.

Contact: Pat Vanini, Executive Director, pvanini@amo.on.ca, ext. 316.

What's Next Ontario Report to Members and Next Steps

A report of what was heard from AMO members in the first phase of the What's Next Ontario Report was provided to the AMO Board. A letter to AMO members from the AMO President was sent August 17, 2015 along with the approved summary of membership engagement and submissions. Next steps include setting up a committee of municipal and community leaders to explore potential future revenue tools immediately with the expectation that the AMO membership will be further consulted on focused options in winter 2016. The objective of the AMO Board is that by August 2016 we will arrive at a member directed and informed plan for municipal fiscal sustainability.

Contact: Matthew Wilson, Senior Advisor, email: mwilson@amo.on.ca, ext. 323.

MEPCO Update

The AMO Board was updated on the government's August 11, 2015 announcement on the process for verifying and exempting comparable plans from the proposed Ontario Retirement Pension Plan (ORPP). The OMERS Plan will most likely meet the exemption criteria announced which is good news for municipal employers and the operation of the OMERS Plan. MEPCO will continue to assess impacts of a phase-in for municipalities with part-time workers who are not part of OMERS and will monitor the legislative process to put the ORPP in place.

Contact: Bruce McLeod, MEPCO Coordinator, email: bmcleod@amo.on.ca, ext. 350.

Leadership "Onward" Project

The AMO Board received an update on the Leadership "Onward" Project of various municipal staff associations. With the critical need for municipal succession planning at the senior leadership staff level, the objectives of this project include the development of programs to respond to leadership gaps which include: create champions at the political level; actively promote municipal succession planning and talent development efforts and increase awareness of municipal management as a career choice. Progress

updates have been presented to all the major municipal staff associations, AMO and its affiliate associations.

Contact: Jim Pine, CAO, County of Hastings and Tony Haddad, CAO, Town of Tecumseh.

AMO Task Forces

The Board approved the establishment of two new AMO task forces - a Conservation Authority Review Task Force and a Long-Term Care and Age-Friendly Community Task Force. AMO Task Forces allow AMO to have local policy and program officials provide a diversity of municipal perspectives in developing recommendations to the Board of Directors as it establishes policy positions.

Contact: Monika Turner, Director of Policy, mturner@amo.on.ca, ext. 318.

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<communicate@amo.on.ca>

08/20/2015 02:14 PM

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

cc

bcc

Subject AMO POLICY UPDATE - Government Announces New
Disaster Recovery Assistance Programs

August 20, 2015

Government Announces New Disaster Recovery Assistance Programs

Earlier this week at the AMO Conference in Niagara Falls, the Honourable Ted McMeekin, Minister of Municipal Affairs and Housing, unveiled changes to the way the Province will help assist municipal governments and individuals recover from the impacts associated with natural disasters. The Ontario Disaster Relief Assistance Program (ODRAP) will be retired and replaced by two new programs: a Municipal Disaster Recovery Assistance program and a Disaster Recovery Assistance for Ontarians program. The design and delivery of the new programs will have implications on how municipal governments plan for and recover from disaster events.

The Municipal Disaster Recovery Assistance program will:

- Help municipal governments address eligible emergency response costs and repairs to damaged property and infrastructure such as roads, bridges and public buildings; and
- Provide an extended four month timeframe for a municipality to assess the damage and costs of the natural disaster and request provincial assistance. Under ODRAP, municipal governments had 14 days to assess damage and request assistance from the Province.

The Disaster Recovery Assistance for Ontarians program will:

- Provide assistance to individuals, small businesses, farmers and not-for-profit organizations that have experienced damage to, or loss of, essential property as a result of the disaster;
- Be directly administered by the Province; and
- Municipal governments will no longer be required to appoint volunteer Disaster Relief Committees to fundraise for matching provincial assistance, but they may choose to continue to fundraise on their own.

Municipal governments have been requesting the government to make the private and public components of ODRAP more clear, transparent and streamlined. These new programs will help municipal governments focus efforts on disaster response and recovery in the wake of an event. Further information on the eligibility criteria and requirements for the new programs will be made available by early 2016. AMO looks forward to the release of these details and will provide a further update to the membership once this information is provided.

The eligibility requirements of ODRAP funded repairs to damaged municipal infrastructure to pre-disaster condition only. AMO would like to see funding assistance extended beyond this requirement so that municipal governments can better prepare critical infrastructure for the effects from climate change and natural disasters.

The Ministry of Municipal Affairs and Housing launched their review of ODRAP last fall as part of the direction in the Minister's mandate letter. Municipal governments, through several forums including AMO's ODRAP Review Task Force, participated and provided input during these consultations.

Contact: Nicholas Ruder, Policy Advisor, E-mail: nruder@amo.on.ca, 1.877.426.6527 (toll free) or 416.971.9856 ext. 411 (local).

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<communicate@amo.on.ca>

08/17/2015 09:13 AM

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

cc

bcc

Subject MEMBER COMMUNICATION - WHAT'S NEXT ONTARIO
UPDATE

August 17, 2015

MEMBER COMMUNICATION – WHAT'S NEXT ONTARIO UPDATE

Dear Colleagues:

In April 2015, the Association of Municipalities of Ontario (AMO) launched a discussion with its membership to begin charting a common path towards achieving long-term fiscal sustainability. Our sincere thanks to the hundreds of leaders from across the province who participated in this initial phase of *What's Next Ontario*.

Today I spoke to the AMO members at our Annual Conference [[LINK TO SPEECH](#)]. My remarks included our work on *What's Next Ontario* and AMO's next steps for this key member initiative. This information and direction is captured in the attached summary report of the *What's Next Ontario* member engagement.

AMO launched the discussion knowing that the municipal-provincial intergovernmental relationship needs to continuously evolve and be renewed. We've done this before, with meaningful results for our communities. With the upload of many social assistance programs nearing completion in 2018, we asked the fundamental question, what's next Ontario?

A total of **739** municipal elected officials and staff participated directly in the consultations. We received **40** written submissions, held **10** face to face meetings and consulted with **10** different municipal associations.

Participants focused on the following fundamental problem facing the municipal sector and property taxpayers. Assuming all other revenues remain stable and services remain unchanged, property taxes will need to increase by an estimated 8.35% per year for the next ten years to meet operating needs and close the estimated \$60 billion infrastructure investment gap.

The *What's Next Ontario* discussions revealed a great deal of concern with this reality and what it means for the sustainability of the municipal sector. We received very thoughtful and well-considered submissions from across the province regarding the challenges municipalities are facing and concern for how the status quo can meet anticipated future needs.

This concern was expressed in the following themes: infrastructure, (including state of good repair, ability to pay, service demands in high-growth municipalities, service demands in low-density, rural or northern municipalities, climate change), interest arbitration, policing, the aging population, social housing, revenue in small, rural and northern Ontario and the future of provincial equalization and operating assistance.

The feedback received from the membership confirms the need to continuously renew and refresh the intergovernmental fiscal and service delivery relationship. AMO's Board of Directors reviewed with strong interest the diverse but common concerns expressed by the membership regarding the future. With this feedback, the Board of Directors recently adopted the following action plan which includes:

- directing AMO staff to begin the necessary policy work and analysis of opportunities behind developing a new approach for additional revenue sources for all municipalities;

- working towards developing a package of reforms to refresh provincial-municipal relations; and
- establishing a committee of municipal and community leaders this September to explore options related to the above.

It includes the following milestones for the next year:

- By January 2016, the AMO Board will present detailed options for the sector to consider.
- By August 2016, AMO will arrive at a member-directed position to chart our future together.

The Member Engagement Summary report includes some of the specific feedback received from the membership and options considered by the Board. The report and previously distributed material is available at <http://whatsnextontario.amo.on.ca/>.

We invite members to continue passing on their thoughts, comments, and questions in the months ahead by email at: whatsnext@amo.on.ca. Watch for additional updates in the future.

Thank you for working to make Ontario municipal governments stronger.

Sincerely,



Gary McNamara
President of the Association of Municipalities of Ontario

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Whats Next Ontario Summary 2015-08-17 RPT.pdf



AMO Communications
<communicate@amo.on.ca>

08/14/2015 12:37 PM

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

cc

bcc

Subject AMO POLICY UPDATE

August 14, 2015

Municipal POA Courts Cost Recovery - Ministry of the Attorney General Announces 50% Increases

The Ministry of the Attorney General (MAG) has announced that it will increase costs for municipal government *Provincial Offences Act* (POA) Courts administration to offset increased Ministry costs for Justices of the Peace (JP) services and oversight of transfer agreements. AMO understands that these increases will be effective January 1, 2016 and represent significant increases. The changes were announced in letters to municipal courts administrators and to their Heads of Council on August 13, 2015.

AMO understands that the increased costs for municipal governments will come from two areas:

- A 50% increase in the costs per hour for JP services, from \$200/hr to \$300/hr to reflect salary and benefit increases for JPs; and
- A 50% increase in the cost of monitoring the agreements with municipalities that transfer POA courts to local governments to reflect 100 % of the cost for this activity (MAG has not been recovering all costs previously).

Compensation for members of the judiciary is set by an independent panel and is not subject to approval by the Province or municipal governments. JP costs increases represented in this announcement are well above inflation.

Municipal governments use the POA fine revenue to help with their budget bottom line. This fiscal hit will impact 2016 budgets. AMO believes these changes could be better timed or phased-in to coincide with anticipated enhancements to the collection of POA fines that will allow license plate denial and pursuit of fines on out of province vehicles. These system changes are anticipated within the next two years. POA fines help to support other municipal services and cost increases will have an impact on service provision at the local level.

Municipal governments operating POA courts are advised to examine potential budget impacts for 2016.

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

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<communicate@amo.on.ca>

08/13/2015 03:19 PM

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

cc

bcc

Subject Policing Update: Minister Announces Consultations on a New Legislative Framework

August 13, 2015

Policing Update: Minister Announces Consultations on a New Legislative Framework

Today the Minister of Community Safety and Correctional Services, the Honourable Yasir Naqvi, announced a plan to consult on updating *the Police Services Act*.

The current legislative framework for policing in Ontario dates back to 1990. It has not been changed significantly in twenty-five years. The Minister announced that the consultation will seek input on how to:

- Enhance accountability and strengthen civilian governance of police services boards as well as how to ensure police oversight bodies are effective and have clear mandates.
- Improve interactions between police and vulnerable Ontarians, including enhancing frontline responses to those in crisis.
- Clarify police duties, modernize training programs and deliver services using a range of public safety personnel.
- Develop a provincial framework for First Nations policing to ensure equitable and culturally responsive policing for the province's First Nations communities.

Further information about consultation dates and how the public (and municipalities) can provide their feedback on the new strategy will be available in the coming weeks.

In April, AMO President Gary McNamara provided the Minister with a copy of AMO's Policing Modernization Report. The Report contains 34 recommendations, with ideas and a vision for the future of how this critical public service can be delivered. Two of the report's three priority recommendations are captured by the Minister's announcement. They include:

- Improve the quality of the existing governance and civilian oversight system.
- Make legislative changes to permit the greater transfer of specific functions to civilians or other security providers where appropriate.

More details regarding the Ministry's consultations are expected within days. The Minister will be addressing municipal delegates at AMO's upcoming AGM and Annual Conference in Niagara Falls on Wednesday, August 19, 2015.

AMO fundamentally believes in the need to advance the agenda of reform. This imperative is driven by the undeniable need to ensure that all Ontario communities can afford policing, along with all the other public programs and services that keep people not only safe, but healthy.

Ontarians currently pay the highest policing costs in the country. Per capita policing costs in Ontario are \$320 per year, well above the national provincial average of \$259. For at least a decade, police spending has been growing at three times the rate of inflation.

AMO supports this discussion and encourages municipal participation. Modernized legislation has the potential to improve the efficiency and effectiveness of policing in Ontario.

Links:

The Minister's announcement:

<http://news.ontario.ca/mcscs/en/2015/8/province-developing-a-new-strategy-for-a-safer-ontario.html>

AMO's Policing Modernization Report:

<http://www.amo.on.ca/AMO-PDFs/Reports/2015/AMO-Policing-Modernization-Report-Final-2015-04-27.aspx>

AMO President's Speech to the Ontario Association of Police Service Boards:

<http://www.amo.on.ca/AMO-Content/Speeches/2015/AMO-President-s-Remarks-at-OAPSB-Conference.aspx>

AMO President's Speech on Policing at the OSUM Conference:

<http://www.amo.on.ca/AMO-Content/Speeches/2015/AMO-President-s-Remarks-at-2015-OSUM-AGM.aspx>

AMO Contact: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca 416.971.9856 ext. 323.

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08/11/2015 05:09 PM

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

cc

bcc

Subject 2014 AMO Annual Report Available Online

Attention: Members of AMO

On behalf of the AMO Board of Directors and Scott Wilson, AMO Secretary-Treasurer and CAO, County of Wellington, AMO is pleased to provide the Association's 2014 Annual Report.

The Report includes messages from Gary McNamara, AMO President and Mayor, Town of Tecumseh, the Secretary-Treasurer, the Executive Director's Report, along with information on the activities of the Association in 2014 and the audited financial statements.

The 2014 AMO Annual Report can be downloaded at <http://www.amo.on.ca/About/Annual-Report.aspx>

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08/10/2015 03:08 PM

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

cc

bcc

Subject AMO Policy Update - Special Advisor Releases Community Hubs Report

August 10, 2015

Special Advisor Releases Community Hubs Report

Today, the Premier's Special Advisor on Community Hubs released "[Community Hubs in Ontario: A Strategic Framework and Action Plan](#)". The report notes that there are many successful examples of community hubs in the province yet there is the potential to establish many more with the right policies in place. A community hub is a public space such as a school or neighbourhood centre that offers coordinated services such as education, healthcare, and social services. These hubs provide a myriad of benefits to the local community including increased access to a range of services in an integrated manner.

Through the mandate letters to several cabinet ministers in 2014, the Provincial Government made clear its intention to develop a cross ministerial, province-wide community hubs policy. To facilitate the development of this policy, the Premier appointed [Karen Pitre](#) as her Special Advisor. In turn, a [Community Hubs Framework Advisory Group](#) was established to provide advice to government.

The recommendations in the report touch on a number of areas of interest to municipal governments and District Social Service Administration Boards (DSSABs). This includes ways to support integrated and longer-term local planning regardless of jurisdictional boundary. The Special Advisor has suggested a review of options to leverage municipal financial tools to support the creation of new community spaces. Examples include business incubators, development charges, and municipal capital facilities agreements. Also of interest are recommendations concerning how school properties can be re-purposed as community hubs.

AMO is analyzing the recommendations and will continue to work with the government as they move forward on this important initiative to implement a community hubs policy for Ontario.

At the annual conference next week in Niagara Falls, please join AMO for a concurrent session featuring a discussion of community hubs called "Community Hubs in Schools and Beyond" (Tuesday, August 18, 9 a.m. in the Port Colborne Room). Karen Pitre, the Premier's Special Advisor, will lead the discussion. She will be joined by a panel of experts and stakeholders in the education sector to explore how community hubs can take root in Ontario's schools and in the process help serve to avert unnecessary closures.

AMO Contact: Michael Jacek, Senior Advisor, E-mail: mjacek@amo.on.ca, 1-877-426-6527 (toll free) or 416.971.9856 (local) ext. 329.

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<communicate@amo.on.ca>

09/08/2015 03:39 PM

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

cc

bcc

Subject AMO Policy Update - Health Funding Review Report and
Funding Allocation Announcement

September 8, 2015

Health Funding Review Report and Funding Allocation Announcement

The Ministry of Health and Long-Term Care has undertaken a review of provincial funding to public health units in Ontario. Public health services are primarily cost shared as a 75% provincial and 25% municipal responsibility with some programs 100% provincially funded. The stated purpose of the review was to look at how provincial funding to public health programs and services could be made more equitable, transparent, and accountable. A Funding Review Working Group was struck in 2010 made up of representatives from the public health sector and included an AMO representative. The Working Group's mandate was to: investigate the current status of public health funding; advise the Ministry on a future public health funding model; and, advise the Ministry on principles that could guide the implementation of a future funding model.

The Ministry has released the Final Report of the [Funding Review Working Group](#). The Ministry has indicated that it has accepted the report and recommendations. As a next step, a new public health funding model for mandatory programs will be implemented. Mandatory programs include those required to meet the Ontario Public Health Standards such as food safety and infectious disease control.

Further, the Ministry announced new information on how they will allocate funds this year. \$11 million (or 2%) of growth funding will be distributed proportionately to the public health units that have not reached their share based on the new model. The base funding of other public health units that are currently above their model-based share for mandatory programs will not be reduced. However, it is not yet clear what impacts this will bring to these health units whose funding is basically capped. Specific provincial funding approvals for 2015 will be announced shortly.

The Ministry announcement raises concerns about the timing of the implementation of a new model within the current fiscal year. AMO will be monitoring the situation. AMO will also continue to raise the need for more public health funding. This is needed to address annual inflationary pressures as well to meet the requirements of the Ontario Public Health Standards.

In related news, the Ministry has also announced that it will be undertaking a review of the Ontario Public Health Standards starting this year. AMO will engage the Ministry about this review.

AMO Contact: Michael Jacek, Senior Advisor, E-mail: mjacek@amo.on.ca, 416.971.9856 ext. 329.

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09/09/2015 10:15 AM

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

cc

bcc

Subject AMO Breaking News - AMO Support for the Syrian Refugee Crisis - Call to Action

September 9, 2015

AMO Support for the Syrian Refugee Crisis – Call to Action

Dear Colleagues,

Like you, I have been deeply affected by the disturbing images and stark realities of the Syrian refugee crisis. It is a situation that cries out for compassion and action.

AMO is challenging all of its member municipalities to donate at least \$100 to aid in the international effort to resettle the Syrian refugees in safe countries. We hope to raise at least \$40,000. This goal will help save two families and if we raise a greater amount, we can help save more families.

Donations can be made by cheque payable to Association of Municipalities of Ontario, with "Syrian Refugee Crisis" in the description field, and forwarded by Friday, October 2.

AMO will donate all of the proceeds to Lifeline Syria. This organization is seeking to resettle and integrate 1,000 Syrian refugees in Ontario over the next two years, reuniting them with their families. Lifeline Syria is a community-based initiative that will do this by helping to recruit, train, and match private refugee sponsors in Ontario with Syrian refugees approved for resettlement by the federal government. Sponsors will include organizations, individuals, or groups of individuals such as faith-based groups. The Ontario government has provided seed funding to Lifeline Syria to support its work but it is reliant on public donations to fulfill its mandate. More information about the organization and the initiative is found on the [Lifeline Syria](#) website.

I know how municipal governments in Ontario rally to help one another and their neighbours. I implore you to accept this challenge and donate to this worthy cause. It is one small way we can help ease the suffering of others through our financial contributions.

Sincerely,

Gary McNamara
President, Association of Municipalities of Ontario

P.S. For other ways to help, see [International Organizations Seeking to Assist Syrian Refugees](#).

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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 advice 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.

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	Timmins – Days Inn 14 Mountjoy Street South	\$400.00 plus HST (\$452.00) HST#: 133946921RT001
	Sep 17, 2015	Owen Sound – Best Western Inn On The Bay 1800 2 nd Avenue East	
	Sep 18, 2015	London – Best Western Lamplighter Inn 591 Wellington Road South	
	Oct 20, 2015	Kingston – Four Points Sheraton 285 King Street East	
	Oct 21, 2015	Peterborough – Holiday Inn 150 George Street	
	Oct 22, 2015	Gravenhurst – 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 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 to unsubscribe.

Practical Solutions for Municipal Risk Management

2015 Risk Management Symposium - Program at a Glance -

AGENDA ITEM #9.2

Municipalities are targets of litigation because they are publicly perceived as “deep pocket” defendants with unlimited resources. To control claims you must manage your risks. Learn how at the 3rd annual LAS/Frank Cowan Company Risk Management Symposium.

Day One: September 30, 2015 | 1:00 to 4:00 pm **Risk Management - No Longer an Option**

Municipalities play a significant role in the lives of their residents by providing essential services residents rely on every day. Residents expect that their municipality has taken reasonable steps to provide these services in a safe manner, but the municipal operating environment exemplifies risk on a daily basis.

This half-day session will cover two areas:

1. The Municipal Landscape:

- Why risk management is no longer an option for municipalities
- How risk management can decrease the cost of claims
- Increasing duty of care placed on municipalities by Canadian courts
- Recent claims case studies
- Steps in the risk management process, all the way to what to do in the event of a claim

2. Maintaining Municipal Roads

- Overview of Minimum Maintenance Standards (MMS) and proposed changes to MMS (from MMS review committee)
- Risk of not complying with MMS
- MMS case law – focus on Lambton v. Steadman case
- Discussion of MMS policies
- Risk of off-road vehicles (ORVs) and all-terrain vehicles (ATVs) on municipal roadways
- and more...

Day Two: October 1, 2015 | 8:00 am to 4:00 pm **Risk Management - Practical Solutions**

This full day of plenary sessions will tackle a variety of topics, presenting case studies, and best practises to take back and implement in your municipality.

1. Risk Management - Why it Matters?

- A look at key issues and trends affecting all municipalities

2. In the Event of an Event

- Hear from Norfolk County and Brant County on how they manage large scale special events, and what risk management measures are in place to protect the community and the municipality.

3. The 'Shared Economy' and the Shared Risks

- Technology continues to evolve and is presenting new challenges and opportunities for municipal business. Hear how the new 'shared economy' can impact Ontario municipalities.

4. Bill 100: The New Ontario Trails Legislation

- How could this proposed new legislation impact your trail system?

5. Outdoor Recreation

- Using the recent legal decision from Campbell v. County of Bruce (related to the Bruce County Skills Park) as a starting point, this session will examine the broad implications of this decision on your municipality.

6. Importance of your Municipal CVOR Score

- How does your municipality's CVOR score impact your entire fleet. Learn why this should matter to you.

7. Bicycle Lanes and Book 18

- What are the key components of the Ontario Traffic Manual, Book 18 and what are the legal requirements for your Municipality.

- Lunch Keynote Address will be made by Brian Beamish, Information and Privacy Commissioner of Ontario on the topic of municipal privacy.



Practical Solutions for Municipal Risk Management

AGENDA ITEM #9.2

2015 Risk Management Symposium Registration Form

PLEASE PRINT IN BLOCK LETTERS

First Name: _____ Last Name: _____

Title or Function: _____

Municipality/Organization: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Tel: _____ Fax: _____ E-mail: _____

REGISTRATION FEES

<input type="checkbox"/> Full Registration (both days)	\$ 300.00 plus HST	TOTAL DUE	\$ 339.00
<input type="checkbox"/> Day One Only (Sept 30)	\$ 125.00 plus HST	TOTAL DUE	\$ 141.25
<input type="checkbox"/> Day Two Only (Oct 1)	\$ 225.00 plus HST	TOTAL DUE	\$ 254.25

PAYMENT METHOD

<input type="checkbox"/> Please invoice me. <input type="checkbox"/> Cheque enclosed. Please make cheque payable to: Local Authority Services 200 University Avenue, Suite 801 Toronto, Ont., M5H 3C6 Payments through invoice/cheque receive a 5% discount HST# 133946921	<input type="checkbox"/> MasterCard <input type="checkbox"/> Visa
	Card Number:
	Name on Card:
	Expiry Date:
	Signature:

Refund Policy: Cancellations must be made in writing to events@amo.on.ca and received by LAS no later than August 24, 2015 . An administration fee of \$75.00 plus 13% HST (\$84.75) will apply. Cancellations received after August 24, 2015 will not be refunded.

PLEASE SEND COMPLETED REGISTRATION FORM TO:

submit

Local Authority Services, 200 University Avenue, Suite 801, Toronto, ON., M5H 3C6 | Fax: 416.971.9372 | events@amo.on.ca



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Memo

To: NOMA BOARD of Directors

From: Iain Angus, Vice President

Date: 9/1/2015

Re: Energy East Update

Two reports have been issued in the past few days that have particular relevance to NOMA and Northwestern Ontario. One report is from the Fraser Institute and the second is from the Ontario Energy Board.

The Fraser Institute Report (Safety in the Transportation of Oil and Gas: Pipelines or Rail?) confirms the position taken by NOMA that pipelines are the safer method of transporting oil when compared to rail. The study found that:

- “Transporting oil and gas by pipeline or rail is in general quite safe.
- But when the safety of transporting oil and gas by pipelines and rail is compared, taking into consideration the amount of product moved, pipelines are found to be the much safer transportation method.
- Specifically, rail is found to be over 4.5 times *more* likely to experience an occurrence when compared to pipelines.
- Over 70 percent of pipeline occurrences result in spills of 1 m³ or less, and only 17 percent of pipeline occurrences take place in actual line pipe, meaning that the vast majority of spills occur in facilities, which may have secondary containment mechanisms and procedures.”¹

¹ The full Fraser Institute report can be read at <http://www.fraserinstitute.org/uploadedFiles/fraser-ca/Content/research-news/research/publications/safety-in-the-transportation-of-oil-and-gas-pipelines-or-rail.pdf>

The **Ontario Energy Board**, following its province wide consultations to provide advice to the Minister of Energy released its report “Giving a Voice to Ontarians on Energy East: Report to the Minister on August 13, 2015.”²

Some media reports have suggested through their headlines that the OEB report found that

“The Ontario Energy Board says the environmental risks of the \$12 billion Energy East pipeline project outweigh the potential benefits”³

While others clearly reported that

“What we have found is that there is an imbalance between the economic and environmental risks of the project and the expected benefits for Ontarians,” the board’s vice-president Peter Fraser said Wednesday. He said the company could improve that balance by addressing concerns about potential gas shortages as it converts the mainline natural-gas pipe to carry oil, by changing the route where it comes too close to important waterways and by ensuring it employs the most up-to-date technology to prevent and mitigate spills.”⁴

It is important to emphasize that as noted below, the OEB report is based on information submitted to the National Energy Board on October 30, 2015 and updated on January 30, 2015. TransCanada Pipeline has indicated that it is in the process of filing supplemental material expected in the first quarter of 2016⁵

The following are the OEB’s recommendations to the Government of Ontario, and through them to Energy East and to the National Energy Board:

² The OEB full report can be found at:

http://www.ontarioenergyboard.ca/html/oebenergyeast/documents/report_to_minister/energyeast_report_to_minister_EN.pdf

³ CBC: <http://www.cbc.ca/news/canada/new-brunswick/ontario-energy-board-says-energy-east-pipeline-risks-outweigh-benefits-1.3189925>

⁴ Globe and Mail: <http://www.theglobeandmail.com/report-on-business/industry-news/energy-and-resources/ontarios-risks-outweigh-reward-for-transcanadas-energy-east-pipeline/article25961254/>

⁵ Letter to NEB, May 2015 page 7 section d: https://docs.neb-one.gc.ca/ll-eng/llisapi.dll/fetch/2000/90464/90552/2432218/2540913/2543426/2776551/Response_to_NEB_IR_N_o.3_-_A4L4F1.pdf?nodeid=2776747&vernum=-2

“THE OEB’S ADVICE

Our advice is based on TransCanada’s application filed with the National Energy Board on October 30, 2014 and additional technical material filed on January 30, 2015.

Looking at what has been filed as of January 2015⁶, the OEB is concerned with some aspects of Energy East.

The Energy East Pipeline would be near many Ontario waterways. The proposed pipeline crosses or runs beside the Nipigon, ... rivers. It would also pass by a number of lakes, including Lakes and Nipigon, Trout Lake and Lake of the Woods. In light of this proximity, the OEB believes that TransCanada needs to assess whether it is appropriate to take a route originally chosen for a natural gas pipeline and use it for the transportation of crude oil. Where the existing pipeline route is too close to environmentally sensitive areas, TransCanada should reroute the pipeline or justify why rerouting is not necessary.

TransCanada should pay particular attention to protecting Nipigon Lake, Trout Lake, and other areas where there is elevated public concern.

In addition, TransCanada should work with local and First Nation and Métis communities to identify the “significant water crossings” that will require additional shut-off valves. “

The following are the relevant recommendations that NOMA submitted to the OEB:

NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not proceed to a hearing until TransCanada has published their definition of a ‘significant’ water crossing, and

And further NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless there is a clear definition of a ‘significant’ water crossing approved by the NEB following further consultation by the NEB with the residents of Northwestern Ontario.

And further NOMA requests that the Ontario Energy Board recommend to the NEB that the Common Voice Northwest application for funding under the Participant Funding program be approved in order that an independent community consultation on the definition of a significant water crossing can be carried out across Northwestern Ontario.

NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not proceed to a hearing until TransCanada has identified all of the locations of the backflow valves and that information has formed part of public consultation led by the NEB in and for Northwestern Ontario,

And further NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless there has been a clear determination of the location and functionality of the backflow valves to

⁶ Emphasis added

the satisfaction of the NEB and that the installation and maintenance of the backflow valves be a condition on any approval of the Energy East application.

NOMA requests that the Ontario Energy Board conduct its own research into the nature of the valves available to the pipeline industry to determine which valve or other devices will ensure that in the event of any leak or rupture at a significant water crossing (or other sensitive location) that the contents of the pipeline is immediately brought to a halt,

And further NOMA requests that the Ontario Energy Board inform the NEB of their findings,

And further NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless the highest form of immediate shut off technology is deployed adjacent to all water crossings and sensitive areas.⁷

“IMPACTS ON LOCAL COMMUNITIES

The OEB believes community engagement needs to be long lasting and treated as an essential part of the life-cycle approach of operating Energy East. So, TransCanada should continue its community engagement effort and be accountable to First Nation, Métis and local communities for its monitoring and emergency response measures. First responders must be given information about the trajectory of spills at specific sites, along with the type of oil carried by the pipeline. TransCanada should perform emergency drills to demonstrate that it will be able to effectively respond and minimize the damage from spills.”

The following is the relevant recommendation that NOMA submitted to the OEB:

NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless there has been a formal Emergency Response Plan filed with the NEB, and that such plan identifies each community and/or partner along the pipeline who will participate in an emergency response and the details of such plan, and that the NEB approve such plans⁸

“IMPACTS ON ABORIGINAL COMMUNITIES

Ontario’s First Nation and Métis communities generally believe neither TransCanada nor the National Energy Board have respected their treaty or Aboriginal rights. Ontario therefore needs to encourage the National Energy Board to insist that all Aboriginal and treaty rights are respected

IMPACTS ON ONTARIO NATURAL GAS CONSUMERS

Natural gas is a critical fuel for millions of Ontario consumers, heating their homes, operating their businesses and helping to generate their electricity. Energy East will remove pipeline capacity for natural gas by converting one of TransCanada’s 42-inch pipelines to carry crude oil.

⁷ Presentation to Ontario Energy Board re: Energy East Project, January 29, 2015, Northwestern Ontario Municipal Association in Ottawa, Ontario.

⁸ Presentation to Ontario Energy Board re: Energy East Project, January 29, 2015, Northwestern Ontario Municipal Association in Ottawa, Ontario.

We are concerned that, even with the new natural gas pipeline that TransCanada is proposing to build in eastern Ontario, Energy East will reduce the supply and increase the price of natural gas for consumers in that region. Ontario needs to be assured that the pipeline capacity and the supply of natural gas in eastern Ontario will meet Ontario's medium- and long-term needs and that Ontario natural gas consumers will not subsidize the costs of Energy East."

The following are the relevant recommendations that NOMA submitted to the OEB:

NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless the costs of implementation are borne entirely by TransCanada.

NOMA requests that the Ontario Energy Board recommend to the NEB that the Energy East Application not be approved unless a \$500 million bond is deposited with the NEB⁹¹⁰.

Conclusion

The OEB report is an important tool to understand the issues facing the design and approval of the Energy East Project. NOMA welcomes the work done by the OEB and sees the report not as a call to oppose the conversion of the line but is more consistent with the approach that NOMA has taken in that every effort must be made to protect the environment and the people who rely on the natural environment of Northwestern Ontario for their livelihood and for their lives.

⁹ IBID

¹⁰ TransCanada should be required to post a bond with a value of \$500 million that can be drawn down by the Federal Government in order to pay for additional cleanup and remediation.

The Northwestern Ontario Municipal Association represents the interests of 35 municipalities from Kenora and Rainy River in the west to Hornepayne and White River in the east. Our mission is “to provide leadership in advocating regional interests to all orders of government and other organizations.” We appreciate the opportunity to meet with you today.

NOMA understands the fiscal pressures challenging the provincial government. The government has reacted by applying measures such as freezing wages, downloading costs to municipalities, and the reduction of funding programs. While these measures were implemented to assist your fiscal situation, NOMA is requesting that the government extend opportunities for us to reduce our escalating costs especially around contract agreements in emergency services.

When municipalities and emergency service workers cannot agree on wage and benefit increases, interest arbitration is used to settle their collective agreements. Emergency service workers can't go on strike and, like all workers, they deserve to get fair increases over time.

However, wage and benefit increase for emergency workers are growing faster than Canada's rate of inflation. NOMA is concerned about the fairness of this and its impact on other municipal programs and services.

NOMA requests that consideration of the arbitration process include the fiscal health of the municipality, based on clear, measurable criteria, as a priority.

Railway Taxation

Much like the Ontario Government, municipalities are experiencing fiscal challenges. In addition to the reduction in industrial assessments resulting in decreased revenue, further exasperating financial issues is the ongoing reduction in the Ontario Municipal Partnership Fund.

NOMA communities have undertaken a review of revenue sources in an effort to identify means of expanding the tax base to support service delivery. One such area that stands out is the amount of taxes paid by the railway companies to municipalities for right of way land use.

Under the Municipal Act, the government sets the rates of tax to be imposed by a local municipality on land occupied by railways.

As illustrated on the next page, the **Districts of Kenora, Rainy River and Thunder Bay are paid significantly less by the railway companies for the right of ways within municipal boundaries.**

Item	Column 1	Column 2
	Geographic area described in subs. 315 (6) of the Act	Tax rate for land described in para. 1 of subs. 315 (1) of the Act (railway rights-of-way), expressed as dollars per acre
1.	The regional municipalities of Durham, Halton, Peel and York	611.33
2.	The Regional Municipality of Ottawa-Carleton and the counties of Lanark, Leeds and Grenville, Prescott and Russell, Renfrew and Stormont, Dundas and Glengarry, including the separated municipalities situated in those counties	85.05
3.	The counties of Frontenac, Haliburton, Hastings, Lennox and Addington, Northumberland, Peterborough, Prince Edward and Victoria, including the separated municipalities situated in those counties	41.59
4.	The regional municipalities of Hamilton-Wentworth, Niagara and Waterloo	264.83
5.	The Regional Municipality of Haldimand-Norfolk, the County of Oxford, and the counties of Brant, Elgin, Essex, Kent, Lambton and Middlesex, including the separated municipalities situated in those counties	85.58
6.	The counties of Bruce, Dufferin, Grey, Huron, Perth, Simcoe and Wellington, including the separated municipalities situated in those counties	54.18
7.	The Regional Municipality of Sudbury and the districts of Algoma, Manitoulin and Sudbury	75.66
8.	The District Municipality of Muskoka, and the districts of Cochrane, Nipissing, Parry Sound and Temiskaming	38.89
9.	The districts of Kenora, Rainy River, and Thunder Bay	35.26

As noted in the chart, using a dollars per acre approach drastically reduces the taxes received by Northern Communities due to the low value of the land relative to our Southern Ontario colleagues.

The rates set out by the province results in the following tax base for some of NOMA's communities for Right of Way land use:

Municipality	Amount of Taxes Received
Alberton	\$4,189
Conmee	\$7,660
Dawson	\$5,859
Dorion	\$5,720
Dryden	\$5,507
Fort Frances	\$3,623
Greenstone	\$10,031
Ignace	\$5,458
Kenora	\$7,385
LaVallee	\$4,405
Machin	\$29,822
Nipigon	\$20,868
Oliver Paipoonge	\$15,141
Red Rock	\$1,638
Shuniah	\$15,586
Sioux Lookout	\$23,087
Thunder Bay	\$21,560

THE ALTERNATIVE

The provinces of Manitoba, Saskatchewan and Alberta apply a dollars per ton per mile taxation rule for railway companies. This generates substantial tax dollars for communities within the three provinces. As an example, Swift Current Saskatchewan received more than \$571,000.00 for right of way compensation. If the same taxation scenario were applied in Ontario, the Town of Fort Frances a significant transit point, would receive over \$3,000,000.00 per year based on a dollars per ton per mile instead of the reported \$3623.

In the Rainy River District there are approximately 16 level crossings, from Rainy River to Couchiching First Nation. An average train traffic day results in 29 trains that are roughly two miles in length. The car traffic is almost continuous between the communities resulting in constant disruptions in vehicular traffic. If one was unfortunate enough to have to wait at one crossing, in one day you would be waiting about 290 minutes - almost 5 hours stuck waiting for trains to cross. Not only would a ton per mile rate at least compensate for the inconvenience of traffic disruptions it would also provide adequate funding to Ontario municipalities to support badly needed infrastructure renewal.

Ontario desperately needs to overhaul its taxation structure when it comes to railroad right of way lands. Not only would this provide municipalities with an opportunity to increase its tax base, it would also benefit the provincial treasury by increasing revenue to the province for right of way lands traveling through unincorporated territories.

Recommendation:

NOMA requests that the government implement a dollar per ton per mile taxation structure for which the railway companies pay in right of way taxes.

Municipal Property Assessment Corporation (MPAC)

NOMA appreciates the efforts that the Municipal Property Assessment Corporation (MPAC) has recently undertaken to improve communication and consultation with municipalities. This past spring, MPAC attended the NOMA Annual Conference and came well prepared with a tailored discussion which highlighted the changes in legislation they are seeking to enhance accountability for assessment appeals in particular with industrial and commercial properties.

NOMA and its 35 member communities rely on MPAC to be experts in valuing all properties, in all classes. Smaller communities in particular do not have the internal financial resources or the funds to hire external assessment professionals and therefore must rely on MPAC for these services - and in fact, do pay MPAC for these services.

NOMA expects that when MPAC determines the assessed value of a property, they are prepared and can defend the value when it is challenged. Unfortunately, that has not been the case.

What has transpired in recent years, is an environment where industrial and commercial assessments in particular are no longer predictable in terms of contributing to the local tax base required to deliver municipal services. Many communities are left with unanswered questions following Assessment Review Board (ARB) hearings while at the same time expending additional scarce resources to defend assessment values that have changed significantly without any meaningful consultation between MPAC and the taxpayer.

The chart below illustrates the current level of assessment appeals that some NOMA communities are experiencing. Of particular note are the number of appeals related to commercial class which includes major large format retailers i.e. big box stores:

Municipality	Commercial	Industrial	Residential	Population
Thunder Bay	57	51	10	108,359
Kenora	44		48	15,348
Lake of the Woods			22	296
Dawson			20	563
Oliver Paipoonge	3	3	1	2691
Atikokan	3			2787
Ear Falls		2	1	1026
Greenstone	2			4724
Ignace	1		1	1202
Red Rock			1	942

While NOMA supports the development of detailed assessment methodologies on a sector by sector basis, municipalities are being subjected to the ongoing reality whereby the ARB makes decisions that contribute to both a higher number of appeals and an ongoing erosion of the tax base.

The significant reduction in commercial and industrial assessments imposes issues and seriously affects NOMA municipalities' ability to complete long-term financial planning. The result is most often a shift of taxation onto the residential class. In addition to property rate payers, communities rely on commercial and industrial taxes for the ability to undertake major infrastructure upgrades and replacement.

Recommendation:

NOMA is requesting a joint meeting with the Minister of Finance and the Chair of MPAC to discuss the required changes to legislation, namely the assessment act as it relates to instilling more rigor and accountability in the ARB appeals process.

Building Ontario Up: Municipal Infrastructure Fund

NOMA is very supportive of the Building Ontario Up: Municipal Infrastructure Fund. Investments in roads and bridges as well as other critical municipal infrastructure such as water and wastewater, storm water, transit, parks and facilities and all the other services that municipalities deliver to our citizens; we view these as investments in the quality of life that supports continued economic growth and development across the Northwest.

As you are aware, it is a challenge for many communities in Ontario to maintain their infrastructure needs. Further complicating this issue is the requirement that municipalities must use reserve funding or take on debt in order to be eligible for provincial funding. It is crucial that the government recognize that property taxes in Northern Ontario are typically higher than their counterparts in the south as we have consciously chosen to pay as we go rather than shifting the burden onto future generations.

We appreciate the \$100 million infrastructure fund to help small, rural and northern municipalities undertake infrastructure projects. While it is intended to provide consistent base funding, the government needs to recognize that there are limitations that small northern communities face in terms of generating revenue to pay for their share of large infrastructure projects and capital purchases.

Recommendations:

- That the Ontario Community Infrastructure Fund (OCIF) be increased by ten times its current amount using dollars from the Building Ontario Up: Municipal Infrastructure fund.
- The funding formula be a hybrid model where 50% is disbursed as base funding to all municipalities and the other 50% be distributed on a per capita basis.
- That municipalities be allowed to “bank” their allocation from one year to the next in order that larger projects may proceed.
- That the formula be based on the cost of replacement rather than the age, condition of the infrastructure. This ensures that smaller communities receive an amount that will actually provide adequate funding to allow for the completion of major infrastructure projects and to do so in a timely manner.
- That the funding formula reflect the unique challenges of the north. Typically the costs are higher and the construction season is shorter.

- That the Province set aside sufficient funds for the implementation of the Northern Growth Plan Multimodal Transportation Study's recommendations. The Plan will provide direction for transportation infrastructure for the next 10 or more years. This aligns itself with the mandate of providing continuous economic growth and supporting Ontario communities – the benchmark for this initiative.
- That the infrastructure fund be aligned with the Northern Growth Plan and implements an economic strategy – ensures the projects provide gainful employment and enhances the quality of life within the community.
- That there be a “Special Circumstances Funding” to assist with major infrastructure projects. The Building Ontario Up: Municipal Infrastructure fund cannot operate utilizing a “one size fits all” mentality.
- The list of ‘infrastructure’ in the Ministry’s list includes schools and hospitals. These should not be part of the Ministry of Economic Development, Employment & Infrastructure mandate, they fall under other Ministries.
- The program should create a core infrastructure component which focuses on the core services provided by the vast majority of Municipalities – sewer, water, roads. Deal with those infrastructure needs, such as bridges, which are not common to all Municipalities in a separate branch of the program.
- The significant need in the core infrastructure is for renewal of old infrastructure. This is the sewer, water, and road infrastructure in the older built-up parts of communities. Typically funding cannot be derived from new development in these existing areas as it can when infrastructure is extended to new areas. A program focused on renewal of existing infrastructure is required. This makes the linkage with economic growth hard to make, the linkage is really with economic decay if the need is not attended to and economic stability if attended to.
- Current infrastructure funding programs rely on Asset Management Plans. The financial basis and infrastructure cost evaluation in those plans is not done using a consistent methodology from community to community across the Province. Whatever funding formula is used should be based on data that have common yardsticks.

Long-term Affordable Housing Strategy

NOMA is pleased that the provincial government recognizes that ending homelessness is a critical step to leaving poverty behind. Further we appreciate that the government is working with stakeholders to develop a strategy to address long-term affordable housing.

NOMA endorses the following recommendations put forward by the Northern Ontario Service Delivery Association (NOSDA).

- Financing – We urge the Province to work with Service Managers to establish economic tools of sufficient scale to minimize risk. This may involve financial tools that cross Service Manager borders and should involve the Province underwriting initiatives in order to build a credit story that is attractive to investors.
- Use of Municipal tools to develop affordable housing – We ask that the Province continue to work with DSSAB's to clearly define the role and standing of DSSABs in municipal legislation (Planning Act, Municipal Act, etc.) to allow for DSSABs to take advantage of tools that are available to municipalities (i.e. opportunity for early access to school property disposal, access to MPAC information and property data, access to Infrastructure Ontario loan financing etc.).
- Amend the Housing Services Act and Regulation 367/11 for consistency with the DSSAB Act particularly regarding the levy and apportionment formula. We wholeheartedly endorse this recommendation from the OMSSA/HSC Paper and concur with the recommendation that Section 117 of Regulation 367/11 must be removed. .
- The Province should work with NOSDA and its Northern Service Managers to develop an allocation model for program funding (AHP, IAH, CHPI, etc.) that accounts for Northern circumstances. The short construction season, lack of contractors, price of fuel, cost of hydro, price of materials, and required transportation all result in increased costs while allocations are smaller due to the fact that they are based on household counts which means that Service Managers must do more with less. This is not sustainable and is a bad investment strategy for the Province and a hidden download for the municipalities that must make up the difference.
- The Province should eliminate the 'Use it or lose it' funding policy associated with program dollars. Service Managers need the flexibility to pool program dollars across fiscal periods in order to optimize program delivery and generate scale for project development. This is a quick and easy win. The Provinces of Alberta and BC already demonstrate program funding models which are not based on a 'use it or lose it' policy.

- The Province must expand the network of ministries required to sustain housing and service development. The partnership table created to bring together Health and Housing must include education, finance, corrections, and others in order to truly bring the Long-Term Affordable Housing Strategy in line with the Poverty Reduction Strategy.
- More importantly, in Northern Ontario, when it comes to developing and sustaining housing in tenuous economic situations multiple strategies are required, such as economic development plans, tourism plans, education plans, etc. Housing development is difficult in communities where seniors have no market in which to sell their homes to free up the equity need for long-term rents in supported units and new families will not move to communities where elementary schools and emergency rooms are closing. A coordinated system management approach is needed and it must include high level ministry personnel along with DSSAB and municipal representatives.

Forestry

The forest products sector remains a cornerstone of Ontario's sustainable green economy and will play a major role in assisting the province reach its objective of reducing carbon. There is no doubt that the industry has had its challenges in the last few years but is now poised for significant growth.

As part of this growth, the sector has transformed itself into a high-tech, innovative and green industry. The industry requires appropriate, balanced public policy to further expand its role in creating a prosperous, sustainable economy which will benefit the province as a whole.

A major concern that the industry is dealing with as of late is the ongoing battle with Environmental NGO's and the blatant attacks of spreading misleading information with the intent of damaging the market place for forest products sourced in the Boreal Forest. Mayors from NOMA and FONOM have recently joined forces with mayors from Northern Quebec to work collectively in dealing with this issue.

It is important to note that forest companies operating in Ontario must do so under the Crown Forest Sustainability Act (CFSA) and furthermore, all forest products made in the province are sustainable. Ontario is a world leader in forest management. **It is imperative that the government aggressively defend its forest management practices.**

Energy

First let us thank you for once again meeting with NOMA so that we can continue to raise important energy issues with the province.

Secondly, we want to thank your government for making the level of support for the Northern Industrial Electricity Rate Program permanent for qualifying large northern industrial consumers. Although it took your government five years to do what we suggested back in 2010 when the program was first introduced we are pleased with the change.

And as well, we want to thank your government for introducing Bill 112, *Strengthening Consumer Protection and Electricity System Oversight Act, 2015* which in part gives you the authority, through the Lieutenant Governor in Council, to designate a transmission line as a priority project. This is one small step in a series of changes that we know are necessary to improve the speed and reduced expense related to the delivery of electricity throughout the Northwest. We encourage your Government and the other parties in the Legislature to give speedy passage when the House returns in the fall.

Energy has become part of the annual submissions to Government by NOMA. We have consistently brought forward two underlying themes:

- 1) The need for transmission capacity to meet the current and future needs of the region, and
- 2) Ensuring that the Northwest has the power it needs when it needs it.

The response by the Government of Ontario can be summed up in our brief to you in August of 2013 where we wrote:

‘I want to thank Minister Chiarelli for the prompt response on August 7th and for the continued commitment ¹“to resource development in Northwestern Ontario” and that you “will ensure that the electrical system can facilitate growth.”² We also take your statement that “Our priority continues to be ensuring that Northwestern Ontario has a clean, reliable supply of electricity”³ as a very powerful statement of support. ‘

¹ Letter from Ministry Chiarelli to Mayor David Canfield, President of NOMA, August 7, 2013

² IBID

³ IBID

Transmission

The reality is that we are in trouble today in the Northwest.

Two mining companies are finding their plans to invest hundreds of millions of dollars in our area are being thwarted by the lack of readily available connection to the grid.

Greenstone Gold Mines (Premier Gold Mines and Centerra Gold Mines partnership) , with accelerated plans to open a gold mine in the Municipality of Greenstone – in the community of Geraldton, need 35 MW of power by 2017 with construction to start as early as late 2016.

As early as the introduction of the first Integrated Power System Plan by your Government in 2007 NOMA raised the issue of the quality and quantity of electrical supply to Greenstone as a major issue. At that time we requested that a second transmission line be constructed to connect the existing East West Tie to the Greenstone area. Had your government responded in the way that was required, Greenstone Gold Mines and the Municipality of Greenstone would not be scrambling today to find a solution, a solution that will lead to the creation of 340 full time jobs along with a \$577 million investment in a community hard hit by the decline of the forest industry.

In fact, the Municipality of Greenstone has now turned to the private sector for a solution and are actively working with Northland Power on the development of a gas fired generation facility in their municipality. They are doing the work that you promised your government would do on our behalf and are doing it at their expense.

Over to the west, Northern Iron is also scrambling to find their own solution that will enable them to restart the dormant Griffith Mine north of Ear Falls by early 2018. Again, since 2007 we have been stressing the need to upgrade the transmission facilities from Dryden north to Ear Falls, Red Lake and Pickle Lake. In fact, your predecessor, Minister Smitherman met with representatives of Musselwhite Mine in December of 2008 and was so concerned with the situation in that area that he directed Hydro One to deal with the issue. Unfortunately nothing happened as a result of that directive.

Rubicon Minerals Corporation, with Canada's newest gold producer as of June, with the Phoenix Mine, in Red Lake, took enormous time to get its electrical delivery system in place. Secondly, Goldcorp Inc. at their massive multi-headframe mine complex in Red Lake, after taking the initiative a few years ago to construct their own transmission line, was similarly frustrated in order to find a regulatory electricity supply solution to what was a very simple ask. "Let us connect the line we built so that we can get the power that we need."

And it is not just mining that is frustrated. We are advised that when a foreign direct investor learned that they could not connect to the grid at Red Lake last year without substantial investment they expressed their surprise with the associated costs and complexity of the process. Since then they have completely backed away from their exploration of starting a business in Red Lake or Canada for that matter. They were looking for 9 MW of power.

In cooperation with Northern Iron, our Energy Task Force has worked with the IESO, Hydro One Networks and OPG to find a solution that works. In effect, the Energy Task Force has once again been doing the work that *your* Ministry and *your* agencies should be doing. Like the Greenstone situation, Northern Iron is being forced to create their own solution rather than the Government of Ontario pulling out all of the stops to ensure that Northern Iron has the power they need when they need it.

A reasonable cost solution that can be implemented within the time frame that Northern Iron has established for the commencement of their operations remains elusive. It is imperative that an immediate solution be found so that this project can move forward.

The Northern Iron project has significant economic impact on the Ear Falls-Dryden area with 500 permanent jobs, 800 construction jobs and \$2 billion to be infused into the local northwestern economy. It is essential that the Government of Ontario gets this right.

Whether it is Greenstone or Ear Falls and Dryden, these communities should be supported in the same way that Woodstock and Toyota have recently been supported by your Government to the tune of \$ 42.1 million.

Minister, we ask that you turn your mind to how to streamline the process, how to ensure that your words of 2013 mean something to the people of the Northwest and its future economic progress.

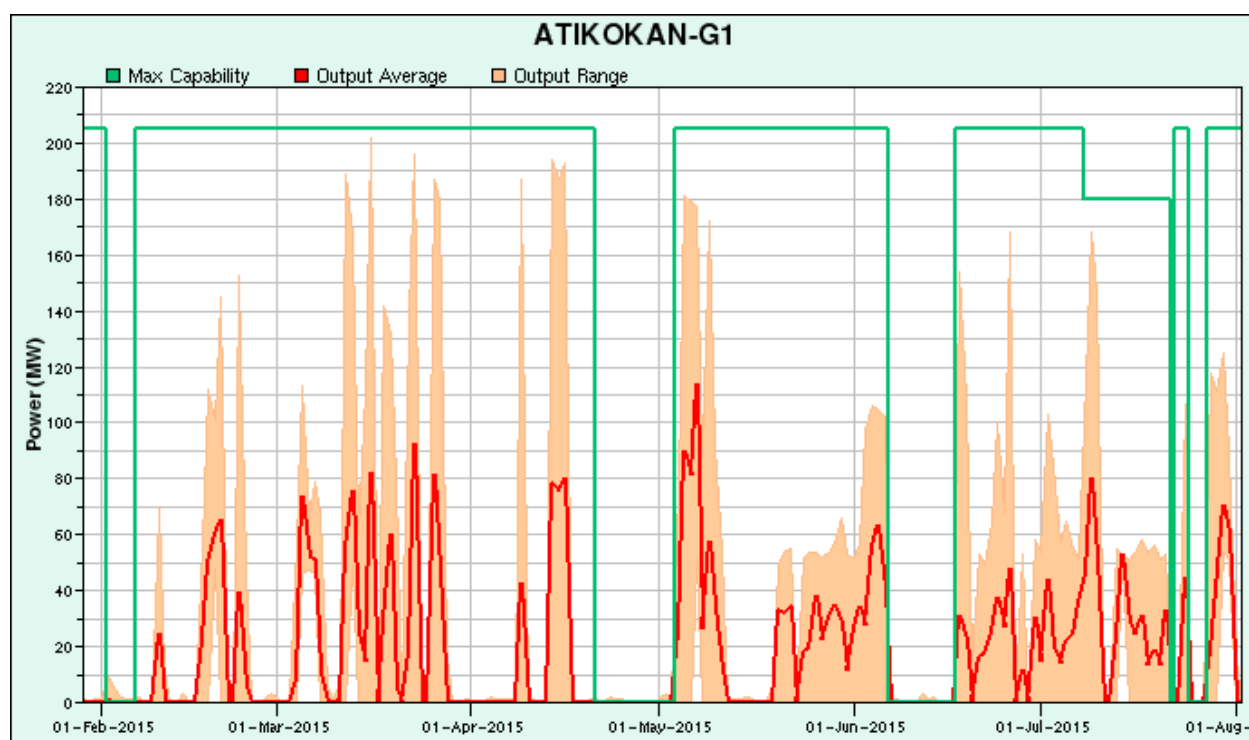
NOMA requests that the Minister appoint a senior member of your staff to work with all parties to find a solution that works for the companies and for the Ear Falls-Dryden area and the Municipality of Greenstone.

Generation

We want to now turn to the power that the Northwest needs now and into the future.

We have consistently argued that the two thermal stations are essential to the future of Northwestern Ontario. Not just as peaking plants but operating full time at full capacity.

A review of the utilization of the Atikokan Generating Station for the first 7 months of 2015 shows that it has produced 61 Giga Watt Hours of electricity and used 40,000 of the 90,000 tonnes of fuel authorized for the plant. The following Sygration generated graph shows that the output was required for a continuous period of time rather than the irregular 'peaking' that the IESO suggested would occur. You will note that on a number of occasions the plant has produced over 180 MW at a time. Clearly the Northwest needed this power!



It is our opinion and our request to you that the Government continue to expand the approved fuel supply for the Atikokan GS well beyond the 90,000 tonnes per year. It is conceivable that within a few years, the full output of the plant will be required. A combined supply of biomass and advanced biomass will not only ensure that the region has the power it needs but create new economic activity in the forest sector.

As we noted in the transmission section earlier in this submission, it is essential that the power be available in the Northwest when it is needed (and you have intimated would be here). Both Northern Iron and Premier Gold were surprise initiatives that were not expected to mature as soon as they are likely to. The Northwest needs the capacity to be in place if we are to take advantage of the economic development initiatives underway.

In addition, both the Thunder Bay Plants and Atikokan plants are necessary too as back- ups when the solar, wind and water are not present and power is required by business, industry and residents of North Western Ontario

A third surprise, one yet to come to fruition, is the proposed solar panel manufacturing facility proposed for the Thunder Bay area which will require approximately 200 MW of power at start up and potentially 300 MW once fully operational. This latter amount is equal to the full output of the Thunder Bay Generating Station. Neither the Energy Task Force nor the IESO foresaw this possibility yet it is here. The proponents are currently securing a site for their plant and will be announcing next steps this fall. Like the two mines, their development schedule is aggressive with the intent to be operational within 3 years.

Minister, regardless of fuel type, either advanced biomass or natural gas, we need your government to ensure that the Thunder Bay Generating Station is available for the long term at its full capacity.

Northern Industrial Electricity Rate Program

We now want to return to the two issues raised at the outset of this submission: the Northern Industrial Electricity Rate Program and Bill 112.

The current \$120M per year budget only facilitates 7 mining companies benefiting from the program.

We request that the NIER program budget be increased to a level that will allow for all mining and forestry companies to qualify for the 25% rebate.

Small and mid-tiered mineral producers do not qualify for the program currently because they do not consume power above a certain threshold! In addition, some producers are not directly connected through the grid and as a result are ineligible for the program.

We request that the power threshold be reduced so that small and mid-tiered producers become eligible for the rebate and that all users become eligible regardless of the connection.

Bill 112

With regard to the intent of Bill 112 we want to reiterate our call for other changes that related to the development of transmission facilities in the region. In particular we want to raise again the Government policy that determines who is to pay for transmission infrastructure.

As a result of the restructuring of Ontario's electrical system in 1999, the Province moved away from the principle of "public good and necessity" where all generation and transmission was paid for by all Ontario users, regardless of location and regardless of the initial or ongoing beneficiary. Those costs were captured through the electrical rates and or government expenditures. The move away from this principle effectively changed the 'rules of the game' adding significant costs to emerging enterprises in the Northwest.

At a time when Northwestern Ontario's economy is beginning to 'take off' through the development of upwards of 23 mines over the next 6 or more years, the investors must not only raise enough money to finance the construction of a mine but to connect it to the grid as well – adding hundreds of millions of dollars to their start-up costs; unlike mines opened prior to 1999 across Ontario's north or other major industries starting up anywhere in Ontario.

This post 1999 approach does not just apply to new transmission lines but upgrades to existing lines as well.

Minister, this situation must be immediately reversed and we request that you take the necessary steps to change this policy so that the North can be treated the same way the rest of Ontario was treated when it was developing

The second issue regarding the intent of Bill 112 we want to raise relates to the speed in which decisions can be made to approve transmission upgrades and the development of new lines. As you are aware the process has become extremely complicated and prolonged as a result of those changes made in 1999. Not only is there the appropriate requirement for an environmental assessment, but there is now a proponent selecting process, followed by a route selection process and only then can the environmental assessment be conducted.

The issue of the proponent selection came about as a result of the Ontario Government moving away from Ontario Hydro (now Hydro One) being the sole designer, builder and operator of transmission assets. It would be prudent to return to the day where Hydro One would be in a position to automatically be the proponent of new lines with the proviso that they go into the market to select a contractor to construct the lines. We recognize that debt is an issue and would be supportive of those contractors having an equity ownership in the line and a return on investment over time and paid for through the rates. We anticipate this new process will reduce the time taken to move a project forward.

Energy Conclusion

Finally, NOMA members are actively involved in working with the IESO on the sub-regional plans being developed across the Northwest. It was our intervention before the Ontario Energy Board that resulted in the OEB requiring regional planning to occur as a means of ensuring that a one-size-fits all planning process does not occur again.

That being said, NOMA, with the help of the Energy Task Force, has been identifying the needs of the Northwest for nearly a decade, with your agencies following our lead. The time for action is now. There is too much economic development at stake to leave it any longer.

Thank you for your continued interest in our concerns and we look forward to you implementing the changes we have recommended.



Kathy Lawson/Frances

08/31/2015 08:17 AM

To Lisa Slomke/Frances@Frances

cc

bcc

Subject Fw: MTO Consultation on Inter-City Bus Services

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 "Iain Angus" <iainangus@tbaytel.net>



cc

Subject MTO Consultation on Inter-City Bus Services

To the NOMA Municipalities

Earlier this summer the Ministry of Transportation launched a consultation process dealing with Inter-City Bus Service.

“The ministry is considering different ways of modernizing these rules and regulations in order to both increase the number of intercity bus users and to improve the overall intercity bus traveling experience. Input is being sought from the general public on their perceptions of and experiences with travelling by intercity bus, as well as, from the intercity bus operators on how intercity bus services can be improved. The information being collected will be used as one part of the ministry’s evaluation process on how to modernize intercity bus services in Ontario.”

It is essential that Northern Communities and their citizens participate in this consultation as the inter-city bus service that we have is essential for many who live in our communities.

Unfortunately, we have only until September 27 to submit our comments.

I have attached the material from the EBR for your ease of reference along with the web link to the appropriate location for providing feedback.

I would encourage each Municipality to use whatever communication tools are available to it to get the word out and to ask people to provide their feedback.

I would also encourage you to go back into your files to find the information that was put together the last time the existing bus providers attempted to downgrade or eliminate the service into the Northwest so that you will have material to work from.

Over the next few days I will be developing a resolution that NOMA will submit to each Municipality for your consideration. I will have it to you at the beginning of the week so I would encourage each of you to include it in the Council agenda package sometime before September 25.

Cheers

Iain Angus



NOMA VP MTO Consultation on Intercity Bus System.docx

Description of Policy:

The Ontario Ministry of Transportation is examining how people travel between communities by intercity bus in this province. This important, new work will focus on scheduled intercity bus services that operate between separate communities. This differs from local bus services (i.e., public transit) which generally operate within communities. The province has rules and regulations that govern how intercity buses operate in Ontario, including the Public Vehicles Act, Ontario Regulation 982 and the Ontario Highway Transport Board Act.

The ministry is considering different ways of modernizing these rules and regulations in order to both increase the number of intercity bus users and to improve the overall intercity bus traveling experience. Input is being sought from the general public on their perceptions of and experiences with travelling by intercity bus, as well as, from the intercity bus operators on how intercity bus services can be improved. The information being collected will be used as one part of the ministry's evaluation process on how to modernize intercity bus services in Ontario.

This work will also inform the ministry's work on the Northern Ontario Multimodal Transportation Strategy. The Strategy will consider intercity bus transportation as it identifies the transportation issues and needs that are unique to Northern Ontario for the movement of people and goods over the next 25 years.

Purpose of Policy:

The purpose of developing recommendations on modernizing and appropriately regulating the intercity bus regime is to ensure it remains an attractive and affordable travel option for Ontarians. It is anticipated that, in addition to more efficiently connecting communities, if the intercity bus mode becomes a more viable alternative to the single-occupant passenger vehicle, it may also help to manage congestion in more urbanized areas.

Other Information:

To help guide the development of recommendations on modernizing intercity bus services, the province is seeking feedback on the questions below. The questions are organized based on your experience with intercity buses. Please answer the questions under the heading that best applies to you.

I travel on intercity buses

1. Why do you take the bus instead of another mode of transportation (e.g., personal vehicle, plane, train, etc.)?
2. Please describe a typical intercity bus trip for you, for example:
 - name of the intercity bus provider;
 - frequency (how often do you take the bus);
 - distance;
 - purpose;
 - number of people travelling; and/or
 - other.
3. What do you like the most/least about intercity bus services in your community?
4. Please specify the location of your community.
5. What changes to intercity bus service, if any, would encourage you to take the bus more frequently (e.g., better connections, online services, etc.)?

I do not travel on intercity buses

1. What prevents you from using intercity bus services (e.g., cost, inconvenience, general perception of intercity bus travel, other, etc.)?
2. What changes to intercity bus service, if any, would encourage you to take the bus?
3. If a regularly scheduled bus service were to be set up to a community you travel to frequently, how likely would you be to use it?
4. Please specify the location of your community and the desired destination(s).

I am an intercity bus operator

1. Do you have future plans to expand services and/or make changes to your business model? Please specify.
2. What, if anything, has prevented you from implementing new services and/or attempting new business models?
3. What changes would improve the intercity bus operating environment in Ontario?

OPTIONAL:

Do you have any other comments on intercity bus service that are not covered above that you would like to share with the ministry at this time?

Public Consultation:

This proposal has been posted for a 60 day public review and comment period starting July 27, 2015. If you have any questions, or would like to submit your comments, please do so by September 25, 2015 to the individual listed under "Contact". Additionally, you may submit your comments on-line.

All comments received prior to September 25, 2015 will be considered as part of the decision-making process by the Ministry if they are submitted in writing or electronically using the form provided in this notice and reference EBR Registry number 012-4351.

Please Note: All comments and submissions received will become part of the public record. You will not receive a formal response to your comment, however, relevant comments received as part of the public participation process for this proposal will be considered by the decision maker for this proposal.

Other Public Consultation Opportunities:

In accordance with its Statement of Environmental Values, the Ministry of Transportation (MTO) believes that public consultation is critical to sound decision making. The travelling public, the intercity bus industry and other interested groups and individuals across Ontario are invited to submit written comments regarding consideration of different ways to modernize the rules and regulations governing the intercity bus regime. Alternatively, you may submit your comments online. Please quote the Environmental Registry Number when submitting comments.

You will not receive a formal response to your comments, however, all comments received during the posting of this proposal will be taken into consideration by MTO in developing recommendations on modernizing and appropriately regulating the province's intercity bus regime.

If you have any questions, or would like to submit your comments, please do so by XXXX to the individual listed under "Contact." Additionally, you may submit your comments online.

For further technical information, contact:

Mary Rollinson-Lorimer
Senior Policy Advisor
Ministry of Transportation
Policy and Planning Division
Transportation Policy Branch
Passenger Transportation Office
777 Bay Street, Suite 3000
Toronto, Ontario
M7A 2J8
Phone: (416) 585-7199
Fax: (416) 585-7204

EBR posting:

<http://www.ebr.gov.on.ca/ERS-WEB-External/displaynoticecontent.do?noticeId=MTI1MjE5&statusId=MTg4NjQx&language=en>

INTERCITY BUS TRANSPORTATION RESOLUTION

WHEREAS the Ontario Ministry of Transportation is examining how people travel between communities by intercity bus, and

WHEREAS this review may result in changes to the regulations that govern the operation of intercity bus services across the Province and in particular in Northern Ontario, and

WHEREAS although intercity bus service is an essential service for many residents of Northwestern Ontario, successive governments have allowed the service to be reduced and in some areas eliminated as the regulations moved away from a concept of cross subsidization whereby operators on a particular route used the profits from the more lucrative routes to subsidize the service to the more remote parts of the province, and

WHEREAS only Minaki, Sioux Lookout, Collins, Armstrong, Nakina, Longlac and Hornepayne have scheduled VIA Rail passenger service, and

WHEREAS only Fort Frances, Kenora, Dryden, Sioux Lookout, Nakina and Thunder Bay have scheduled air passenger service (other than the remote First Nation communities), and

WHEREAS residents without a personal vehicle must rely on family, friends or in many cases non-urgent transportation by Emergency Medical Service paramedics for transportation to major centres particularly for health reasons as intercity bus service is either inadequate or none existent, and

WHEREAS the same Ministry of Transportation has been conducting an analysis of the multi-modal transportation needs of Northern Ontario for the past three years and is approximately one year away from completing the study and recommending a plan for Northern Ontario, and

WHEREAS the Northwestern Ontario Municipal Association has requested that the Ontario Government set aside future infrastructure funds for the implementation of the Multimodal Transportation Study, and

WHEREAS it would be prudent for the Northern Ontario portion of the current study of intercity bus service to be suspended and referred to the Multi-modal Transportation Study for incorporation into the long term plan

THEREFOR BE IT RESOLVED that

_____ call on the Ministry of Transportation to refer all matters related to any reform of the intercity bus transportation regulations applicable to Northern Ontario to the Northern Ontario Multimodal Transportation Study, and

FURTHER BE IT RESOLVED that the Ministry of Transportation Multimodal Transportation Study pay particular attention to the manner in which all modes of passenger transportation can be enhanced throughout Northwestern Ontario, and

FURTHER BE IT RESOLVED that copies of this resolution be filed with the EBR, and copied to the Minister of Transportation for Ontario, the Minister of Northern Development and Mines, the Minister of Natural Resources, the MPP for Kenora-Rainy River, NOMA, NOACC and the Common Voice Northwest Transportation Task Force.



Creating Dementia Friendly Communities: Let's Get Started!

September 24, 2015

Lakehead University Faculty Lounge, Thunder Bay

9:00 am - 3:00 pm (CST)

10:00 am - 4:00 pm (EST)

Contact North sites across Northwestern Ontario

(locations listed inside)



Lakehead
UNIVERSITY

Centre for
Education and Research
on Aging & Health



Canadian Mental
Health Association
Fort Frances Branch
Mental health for all



Creating Dementia Friendly Communities: Let's Get Started!

Workshop Objectives:

This interactive workshop will provide participants and their communities with the information and tools needed to become dementia-friendly. The workshop includes presentations, small and large group discussion and hands-on learning activities.

Presenters:

Olivia Mastry, J.D., M.P.H.

Olivia is the founding partner of The Collective Action Lab, a unique collaborative forum that fosters cross-sector, large scale systems change in the health, older adult service and disability arenas. Olivia combines her training and experience in law, health administration, public health, and conflict resolution to support a disciplined collaboration process that enables organizations to accomplish together what they cannot do alone.



Example collaborations include:

- **ACT on Alzheimer's and Dementia Friendly America**, ACT on Alzheimer's, named one of five high impact nonprofits in aging in 2015, is a statewide collaboration involving over 60 public and private organizations addressing the personal, budgetary and societal impacts of Alzheimer's disease. Olivia is also guiding national replication of ACT through an initiative entitled Dementia Friendly America.
- **Pathways**, a national, multi-stakeholder collaborative seeking to reform long-term services and supports financing at the federal and state levels.
- **Silos to Circles**, a Minnesota collaborative working to foster integration across the continuum to support health at all life stages.

David Webster

David is the Program Manager for Dementia Friendly Communities with the Alzheimer Society of Ontario. David has worked in leadership positions within the non-profit world, in local and provincial level roles, for more than 25 years. He has held positions with the Canadian Red Cross, Hospice Northumberland, and the Alzheimer Society of Peterborough, Kawartha Lakes, Northumberland and Halliburton. Prior to this, David worked in the field of children's mental health. David brings a combination of this work and volunteer experience, his passion for supporting individuals and families through challenging times, and his own personal experience as a care partner, to his newest position focused on empowering individuals and building dementia friendly communities.





Contact North Sites

(Please note: In order for the workshop to occur at your site,
we require a minimum of 5 people registered)

Atikokan: 9:00 a.m. – 3:00 p.m.

(located within Atikokan High School) 324 Mercury Avenue, Atikokan ON

Dryden: 9:00 a.m. – 3:00 p.m.

(located within Dryden Regional Training and Cultural Centre) 100 Casimir Avenue, Room 112D, Dryden ON

Fort Frances: 9:00 a.m. – 3:00 p.m.

(located with Confederation College) 440 McIrvine Road, Fort Frances ON

Geraldton: 10:00 a.m. – 4:00 p.m.

(located within Geraldton Composite High School) 500 Secord Street West, Geraldton ON

Ignace: 9:00 a.m. – 3:00 p.m.

(located within CROSSROADS Employment Training and Resource Centre)
312 Pine Street, Annex Ignace, ON

Kenora: 9:00 a.m. – 3:00 p.m.

(located within Confederation College) 900 Golf Course Road, Kenora ON

Manitouwadge: 10:00 a.m. – 4:00 p.m.

2 Manitou Road West P.O. Box 217, Manitouwadge ON

Marathon: 10:00 a.m. – 4:00 p.m.

(located within Confederation College) 14 Hemlo Drive, Marathon ON

Nipigon: 10:00 a.m. – 4:00 p.m.

(located within George O'Neill Public School) 124 Bell Street, Nipigon ON

Red Lake: 9:00 a.m. – 3:00 p.m.

(located within Red Lake Learning Centre) 232 Howey Street, Red Lake ON

Sioux Lookout: 9:00 a.m. - 3:00 p.m.

(located within Sioux Lookout Online Learning Centre) 70 Wellington Street, Sioux Lookout ON

Terrace Bay: 10:00 a.m. – 4:00 p.m.

(located within Terrace Bay Public School) 9 Selkirk Avenue, Terrace Bay ON

For further information please do not hesitate to contact

Ruth Wilford at (807) 766-7298 or rwilford@lakeheadu.ca

9:00 a.m. – 3:00 p.m. (CST) 10:00 a.m. – 4:00 p.m. (EST)

[PLEASE PRINT AND COMPLETE ALL ITEMS]

Organization: _____ Business Phone: () _____

Fees
Enclosed

\$

\$

\$

Authorization #:

Page 170 of 210



**Rural Ontario
Municipal Association**

Representing Rural Ontario

Sent by e-mail: Minister.MAH@ontario.ca

August 28, 2015

The Honourable Ted McMeekin
Minister of Municipal Affairs and Housing
College Park
17th Floor
777 Bay Street
Toronto, Ontario M5G 2E5

Dear Minister McMeekin:

Thank you for taking the time from your extremely busy schedule to meet with ROMA and the AMO Rural Caucus at the recent AMO Conference in Niagara Falls. While we discussed many topics, one request is of great importance to many, if not all, rural municipalities in Ontario; infrastructure funding.

When the Ontario Community Infrastructure Fund (OCIF) was established in 2011, municipalities were excited that the new annual \$100 million dollar fund was created to address infrastructure needs in smaller municipalities. At the time it was 100% by application, where each municipality had to meet criteria, apply to the Province, and hope they would be successful in receiving a grant.

At the 2014 AMO Annual Conference, Minister Leal committed to make a portion by application and a portion by allocation. Shortly thereafter, the fund was broken into two streams where \$50 million dollars would be by application and \$50 million by allocation. This was a positive move as the allocation approach provides long term stable funding so that projects could be planned and executed in a predictable way. At subsequent meetings, the government indicated it would go to 100% allocation and "hopefully" increase the amount in the future.

Recently, to that end, Minister Duguid conducted meetings across the province seeking advice on the distribution of the \$11.5 billion "Moving Ontario Forward" outside the GTHA. One of the potential programs identified was the "Expanded Ontario Community

*Rural Section of the Association of Municipalities of Ontario
200 University Ave., Suite 801, Toronto, ON M5H 3C6
Website: www.roma.on.ca – E-mail: amo@amo.on.ca
Toll Free: 1-877-426-6527 – Tel: (416) 971-9856 – Fax: (416) 971-6191*

Infrastructure Fund". Specifically the consultations asked if there should be changes to the funding methodology and if the funds were sufficient.

Minister, you heard at the ROMA meeting that ROMA and the AMO Rural Caucus officially requested the following:

1. Make the OCIF funding 100% by allocation.
2. Increase the OCIF fund from \$100 million per year. We suggest you consider a very significant increase as the infrastructure shortfall across the province is in the order of \$6 billion per year.

Further, with this type of funding there would be an opportunity to leverage federal gas tax money in a more effective way to address the significant infrastructure funding gap that exists. This approach gives smaller municipalities a better tool to meet the needs of asset management and our deteriorating infrastructure.

Again, thank you for making a visit to the ROMA Board a priority during the conference. It was a productive discussion and we look forward to working together to strengthen rural and northern municipalities.

Sincerely,

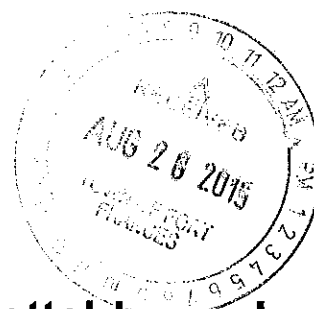
A handwritten signature in cursive script that reads "Ronald E. Holman".

Ron Holman
ROMA Chair

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POUR JEUNES
CANADIENS



Politics, friendships, leadership and an unforgettable week.

www.forum.ca

Dear Educator,

With the start of the school year, we wanted to take a moment to ask you: is there a young leader in your school or your community who would fit in well on Parliament Hill – sharing their voice and networking?

For 40 years now Forum for Young Canadians has been Canada's premier non-partisan civics education program for young people. Students spend a week on Parliament Hill networking with Parliamentarians, private sector leaders and public servants. They share their voice and learn how Canada's national political system works. They examine the issues that affect our country, simulate an election, hold mock international trade negotiations and a host of other activities all while enhancing their second official language skills.

While their time on Parliament Hill is a jam-packed week that enables them to see themselves in our country's political processes, it also exposes them to other Canadian youth representing their region's priorities, political processes and unique views.

continue their learning and participate in structured educational activities virtually. They are also supported in bringing the knowledge they gained back to their communities and peers and put this knowledge to action.

The learning program of Forum is structured with outcomes, objectives and identified core competency development so that students and educators alike can see where the program fits. It begins 3 months before students arrive in Ottawa with information and optional activities meant to support the participant in discovering more about their community, region and province or territory. Upon returning from Ottawa, students have the opportunity to

Students who participate in the program tell us their week at Forum not only brings them face-to-face with national politics in Canada; it often helps them determine their career and life choices moving forward. They make friends from across the country and keep in touch with them often for the rest of their lives. Most importantly, they are inspired and energized to continue their contribution to their community and become great Canadian citizens.

Like us and Follow us on our different Social media platforms @Forum4YC #Forum4YC



«The Forum is the ideal gathering for youth interested in politics. Our voice is heard and not forgotten.»
—Adèle, ON

«Forum is engaging, captivating and informational. The experience is both, exciting and unforgettable!»
— Jennifer, NS

«An incredible experience: I would do it a million times over and still want to do it again!»
— Bailey, Qc

FORUM
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POUR JEUNES
CANADIENS

Application form — Formulaire d'application

2015 - 2016

Please rank sessions by order of preference in the appropriate box below.
 Prière d'indiquer votre préférence dans les cases correspondantes

2016 Sessions / Sessions 2016	Deadline / Date limite*
February 21-26 / 21 au 26 février	January 23 / 23 Janvier
February 28-March 4 / 28 février au 4 mars	February 1 / 1 février
March 13-18 / 13 au 18 mars	February 14 / 14 février

* Please note that dates are subject to change. Depending on the availabilities, we might accept applications after the deadline

* Notez que les dates sont sujettes à changement. Dépendant de la disponibilité, il se peut que nous acceptons des applications après la limite

Part 1—General information / Partie 1—Renseignement généraux

Surname / Nom _____ First Name / Prénom _____

Address / Adresse _____

City / Ville _____ Prov.—Terr. _____ Code Postal Code _____

Telephone / Téléphone _____ Cell phone / cellulaire _____

Email / courriel _____

Parent or tutor email / email du parent ou tuteur _____

Spoken Language(s) / English ☐ French ☐
 Langue(s) maîtrisé(es) Anglais Français Other, Please specify / Autre Veuillez spécifier _____

Date of Birth /
 Date de naissance : DD/JJ _____ MMM _____ YY/AA _____ Age _____ Sex / Sexe ☐ F ☐ M

Country of Birth _____

1 - Are you a Canadian citizen? Yes/Oui ☐ No/Non ☐
 Êtes-vous un citoyen canadien?

2 - Are you a landed immigrant? Yes/Oui ☐ No/Non ☐
 Êtes-vous un immigrant reçu?

3 - Are you aboriginal? Yes/Oui ☐ No/Non ☐
 Êtes-vous autochtones?

4 - Are you a visible minority? Yes/Oui ☐ No/Non ☐
 Faites-vous partie d'une minorité visible?

5 - Are you a person with a disability? Yes/Oui ☐ No/Non ☐
 Avez-vous un handicap?

Where did you hear about Forum?
 Où as-tu entendu parler de Forum?

If yes, please specify / Si oui, veuillez préciser _____

If yes, please specify / Si oui, veuillez préciser _____

If yes, please specify / Si oui, veuillez préciser _____

School information / Renseignements sur l'école

Name of school / Nom de l'école ou CÉGEP _____

Street address / adresse _____

City / Ville _____ Prov.—Terr. _____ Code Postal Code _____

Telephone / Téléphone (_____) _____ Fax number / numéro de fax _____

School contact / Contact à l'école _____

Contact Telephone / Téléphone du contact _____

Contact E-mail / Courriel du contact _____



Kathy Lawson/Frances

08/27/2015 08:45 AM

To Lisa Slomke/Frances@Frances

cc

bcc

Subject Fw: Bill 100 - Supporting Ontario Trails Act

Kathryn Lawson, Deputy Clerk
 Phone - 807-274-5323 ext 257
 fax - 807-274-8479
 klawson@fort-frances.com

----- Forwarded by Kathy Lawson/Frances on 27/08/2015 08:44 AM -----



Kate Surerus
 <ksurerus@hamiltontownship.
 ca>

26/08/2015 01:21 PM

To "clerk@addingtonhighlands.ca"
 <clerk@addingtonhighlands.ca>,
 "info@adelaidemetcalfe.on.ca"
 <info@adelaidemetcalfe.on.ca>,
 "lkeenan@townshipadjtos.on.ca"
 <lkeenan@townshipadjtos.on.ca>,
 "info@admastonbromley.com"
 <info@admastonbromley.com>, "alberton@jam21.net"
 <alberton@jam21.net>,
 "mdaigneault@alfredplantagenet.com"
 <mdaigneault@alfredplantagenet.com>,
 "info@algonquinhighlands.ca"
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 "alnhald@alnhald.ca"
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 "township@amaranth-eastgary.ca"
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 "info@armourtownship.ca" <info@armourtownship.ca>,
 "reynaldrivard@nt.net" <reynaldrivard@nt.net>,
 "arnprior@arnprior.ca" <arnprior@arnprior.ca>,
 "areld@bmts.com" <areld@bmts.com>,
 "clerk@acwtownship.ca" <clerk@acwtownship.ca>,
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 "generalmail@blandfordblenheim.ca"
 <generalmail@blandfordblenheim.ca>,
 "katie.scott@blindriver.ca" <katie.scott@blindriver.ca>,
 "bluewater@town.bluewater.on.ca"
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 <clerk@ebonfield.org>, "admin@eganville.com"
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 <lmcdonald@bracebridge.ca>, "brant@brant.ca"
 <brant@brant.ca>, "brethour@parolink.net"
 <brethour@parolink.net>, "gfrost@brighton.ca"



<gfrost@brighton.ca>, "info@brockton.ca"
 <info@brockton.ca>, "info@brookealvinston.com"
 <info@brookealvinston.com>, "brucemines@bellnet.ca"
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 <blrtownship@xplornet.com>, "clerk@burksfalls.ca"
 <clerk@burksfalls.ca>, "burpeemills@vianet.ca"
 <burpeemills@vianet.ca>, "info@caledon.ca"
 <info@caledon.ca>, "administration@calvintownship.ca"
 <administration@calvintownship.ca>,
 "info@carletonplace.ca" <info@carletonplace.ca>,
 "cao@carlingtownship.ca" <cao@carlingtownship.ca>,
 "clerk@carlowmayo.ca" <clerk@carlowmayo.ca>,
 "harlytwp@parolink.net" <harlytwp@parolink.net>,
 "info@casselman.ca" <info@casselman.ca>,
 "services@cavanmonaghan.net"
 <services@cavanmonaghan.net>, "dleitch@centralelgin.org"
 <dleitch@centralelgin.org>,
 "township@centralfrontenac.com"
 <township@centralfrontenac.com>, "info@centralhuron.com"
 <info@centralhuron.com>, "centralm@amtelecom.net"
 <centralm@amtelecom.net>, "ppilgrim@centrehastings.com"
 <ppilgrim@centrehastings.com>,
 "kokane@centrewellington.ca"
 <kokane@centrewellington.ca>, "ctchamberlain@ontera.net"
 <ctchamberlain@ontera.net>, "info@champlain.ca"
 <info@champlain.ca>, "apellow@township.chapleau.on.ca"
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 <dthibeault@charltonanddack.com>, "office@chatsworth.ca"
 <office@chatsworth.ca>, "info@chisholm.ca"
 <info@chisholm.ca>, "mouellet@clarence-rockland.com"
 <mouellet@clarence-rockland.com>, "pfettes@clearview.ca"
 <pfettes@clearview.ca>, "cobalt@ntl.sympatico.ca"
 <cobalt@ntl.sympatico.ca>,
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 <jp.ouellette@town.cochrane.on.ca>,
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 "townhall@collingwood.ca" <townhall@collingwood.ca>,
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 "candice@cramahetownship.ca"
 <candice@cramahetownship.ca>,
 "admin@dawneuphemia.on.ca"
 <admin@dawneuphemia.on.ca>, "dawsontwp@tbaytel.net"
 <dawsontwp@tbaytel.net>, Gail Maracle
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 <office@doriontownship.ca>, "info@dourodummer.on.ca"
 <info@dourodummer.on.ca>, "admin@dnetownship.ca"
 <admin@dnetownship.ca>, "scasey@dubreuilville.ca"
 <scasey@dubreuilville.ca>, "cao@duttodunwich.on.ca"
 <cao@duttodunwich.on.ca>, "info@dysartetal.ca"
 <info@dysartetal.ca>, "eftownship@ear-falls.com"
 <eftownship@ear-falls.com>, "municipality@eastferris.ca"
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 "township@amaranth-eastgary.ca"
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 "lrozon@easthawkesbury.ca" <lrozon@easthawkesbury.ca>,
 "ezt@ezt.ca" <ezt@ezt.ca>, "mail@twpec.ca"
 <mail@twpec.ca>, "mail@elizabethtown-kitley.on.ca"
 <mail@elizabethtown-kitley.on.ca>,
 "info@city.elliottlake.on.ca" <info@city.elliottlake.on.ca>,
 "township@emo.ca" <township@emo.ca>,
 "englehart@ntl.sympatico.ca" <englehart@ntl.sympatico.ca>,



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cc

Subject Bill 100 - Supporting Ontario Trails Act

Hello all,

At the Special meeting of Council held July 24, 2015, the following resolution was made and is being circulated to your council for consideration and support.

SC RES: 2015-186

Moved by Councillor McCourt, Seconded by Councillor Cane

THAT Council receives Report CAO 2015-03 regarding Bill 100 - "Supporting Ontario Trails Act" and supports Bill 100 overall and recommends that concerns of stakeholders, such as ROMA and OFA with respect to liability and trespassing, be incorporated into the Bill.

WHEREAS Bill 1001 Supporting the Ontario Trails Act has the following purposes:

1. To increase awareness about and encourage the use of trails.
2. To enhance trails and the trail experience.
3. To protect trails for today's generation and future generations.
4. To recognize the contribution that trails make to quality of life in Ontario.

AND WHEREAS the Association of Municipalities of Ontario has had input into this Bill looking out for municipal interests

AND WHEREAS the Bill includes stronger penalties for property damage and trespassing to discourage such actions

AND WHEREAS the Bill will be asking for best practices to be created and will have participation in these practices be voluntary THEREFORE not creating undue hardship on the municipality

AND WHEREAS this is complementary to the Hamilton Township Strategic Plan Health/Recreation/Lifestyle Goal: "To promote healthy lifestyles and to meet the broad range of community needs."

NOW THEREFORE LET IT BE RESOLVED THAT the Council of the Township of Hamilton supports the overall direction Bill 100 Supporting the Ontario Trails Act
AND FURTHER LET IT BE RESOLVED THAT the Council of the Township of Hamilton encourages the government to continue to work with stakeholder such as ROMA and OFA to enhance the liability and trespass provisions of the Bill

AND FURTHER LET IT BE RESOLVED THAT the Council of the Township of Hamilton forward this resolution for consideration by all other municipalities in the Province of Ontario.

CARRIED

Regards

Kate Surerus, A.M.C.T.

Director of Corporate Services/Clerk

The Corporation of the Township of Hamilton

P O Box 1060

COBourg ON K9A 4W5

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By Land and Water we Flourish

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REPORT CAO 2015-03 TRAILS.pdf

The Corporation of the Township of Hamilton

REPORT TO: Members of Council

REPORT No: CAO 2015-03

SUBMITTED BY: Arthur Anderson, CAO

DATE: July 23, 2015



Subject: Bill 100 - officially titled the "Supporting Ontario Trails Act".

RECOMMENDATION: Requires Action ☒ For Information Only ☐ In Camera Only

It is recommended that Council:

1. Receive the report on Bill 100 – officially titles the "Supporting Ontario Trails Act."
2. Pass a resolution in overall support of the Bill and recommending concerns of stakeholders, such as ROMA and OFA with respect to liability and trespassing, be incorporated into the Bill.

ORIGIN/BACKGROUND/DISCUSSION:

Council will recall receiving information on Bill 100 is officially titled the "Supporting Ontario Trails Act".

Staff have reviewed the proposed legislation and have the following highlights to report.

- Discussion on legislation has been undertaken for some years. Various stakeholder / groups who have been seeking legislation include private landowners, agriculture, trails groups, various levels of government, and others.
- Issues raised by stakeholders have included:
 - liability concerns
 - Trespass
 - Protection of property
 - Securing land for trails
 - Financial concerns (taxation, non-profit status)
 - Training
 - Policy development
 - User conflicts
- A copy of the OFA and ROMA submission on the Bill has been attached to this report for reference.
- Bill 100 is the culmination of input from stakeholder groups and the implementation of the Ontario Trails Strategy which began in 2005.
- Changes to the regulations appear to improve the ability of trails operators to more independently maintain trails while retaining the requirement that trails maintenance work is done in a manner that protects the environment.

- Changes to various regulations, changes to definitions, improved ability to enforce Regulations, and increased fines strengthen the ability of trails operators to manage their trails.
- Changes under the Act (and related legislation) offer improved ability to develop agreements with private landowners for the establishment of trails under easements.
- Duty of care appears to be relieved to varying degrees for non-profits.

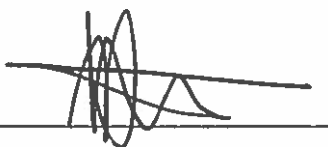
FINANCIAL IMPLICATIONS:

No specific financial issues are identified for the Township, although fencing, liability and signage issues may need to be addressed in the future, as more trails are developed and used in the community.

CONCLUSIONS:

It is recommended that Council acknowledges receipt of CAO Report 2015-03 regarding Bill 100 - officially titled the "Supporting Ontario Trails Act".

That Council Pass a resolution in overall support of the Bill and recommending concerns of stakeholders, such as ROMA and OFA with respect to liability and trespassing, be incorporated into the Bill.



Prepared by: Arthur Anderson

Attachments

Resolution Re: Bill 100 Supporting the Ontario Trails Act

WHEREAS Bill 100, Supporting the Ontario Trails Act has the following purposes:

1. To increase awareness about and encourage the use of trails.
2. To enhance trails and the trail experience.
3. To protect trails for today's generation and future generations.
4. To recognize the contribution that trails make to quality of life in Ontario.

AND WHEREAS the Association of Municipalities of Ontario has had input into this Bill looking out for municipal interests

AND WHEREAS the Bill includes stronger penalties for property damage and trespassing to discourage such actions

AND WHEREAS the Bill will be asking for best practices to be created and will have participation in these practices be voluntary THEREFORE not creating undue hardship on the municipality

AND WHEREAS this is complementary to the Hamilton Township Strategic Plan Health/Recreation/Lifestyle Goal: "To promote healthy lifestyles and to meet the broad range of community needs."

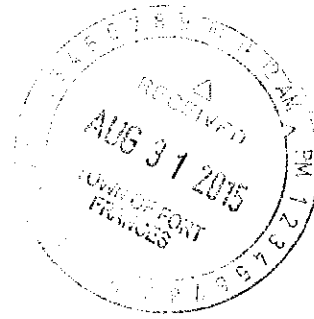
NOW THEREFORE LET IT BE RESOLVED THAT the Council of the Township of Hamilton supports the overall direction Bill 100 Supporting the Ontario Trails Act

AND FURTHER LET IT BE RESOLVED THAT the Council of the Township of Hamilton encourages the government to continue to work with stakeholder such as ROMA and OFA to enhance the liability and trespass provisions of the Bill

AND FURTHER LET IT BE RESOLVED THAT the Council of the Township of Hamilton forward this resolution for consideration by all other municipalities in the Province of Ontario.

Aug. 24, 2015

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



Re: TransCanada Pipeline's Energy East Project

Dear Roy:

As you are aware, for the past several years Union Gas along with other eastern local natural gas distribution companies have expressed concerns about TransCanada's proposed Energy East Pipeline. Our concerns centered around the conversion of the fully-utilized natural pipeline between North Bay and Ottawa to oil, and TransCanada's plan to replace it with a new natural gas pipeline (the Eastern Mainline Project).

From the beginning, our collective objective has been to protect the interest of our customers by ensuring there is sufficient natural gas transportation capacity available from the proposed new pipeline to supply the needs of Ontario and Québec, and to ensure that gas consumers in the two provinces are not negatively impacted with any of the costs related to the Energy East oil project and the related Eastern Mainline Project.

Many of these concerns were recently confirmed in public consultation and reviews conducted by the Ontario and Québec governments.

Today, I am pleased to share with you that we have reached an agreement in principle with TransCanada that resolves our concerns and ensures natural gas consumers in Ontario and Québec are not negatively impacted by the Energy East oil project.

Specifically, the agreement ensures there is enough natural gas capacity to serve the needs of natural gas consumers in Ontario and Québec and provides a net benefit of approximately \$100 million to natural gas consumers through 2050.

Union Gas, Gaz Métro and Enbridge Gas Distribution will now work with TransCanada to finalize the details of a definitive agreement by no later than October 30, 2015. TransCanada is expected to amend its application for the Eastern Mainline Project, which is before the National Energy Board to reflect the content of the agreement.

This is a positive outcome and I would like to take this opportunity to thank you for your interest, cooperation and support as we worked to achieve this agreement on behalf of our customers.

If you need further information, Steven Jelich would be pleased to answer your questions at 705-475-7914 or email at sjelich@uniongas.com.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Steve Baker".

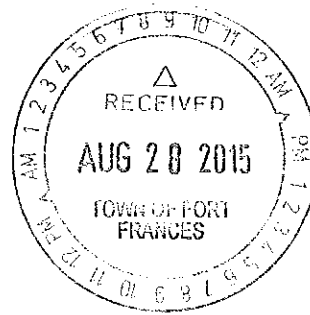
Steve Baker
President, Union Gas Limited

Ministry of Transportation

Provincial Highways Management Division
 Contract Management and Operations Branch
 301 St. Paul Street, 2nd Floor
 St. Catharines, ON L2R 7R4
 Tel.: 905-704-2032
 Fax: 905-704-2030

Ministère des Transports

Division de la gestion des routes provinciales
 Direction de la gestion des contrats et des opérations
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 Tél. : (905) 704-2032
 Téléc. : (905) 704-2030



August 18, 2015

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

Dear Mayor Avis:

On behalf of the Minister of Transportation, thank you for your letter of July 23, 2015 providing input on the ministry's new Connecting Link Program. The Honourable Steven Del Duca, Minister of Transportation, has asked that I respond to you on his behalf.

Your municipality's comments and ideas will be considered in the design of the new program.

MTO will launch the program later this year with funding available in spring 2016.

Thank you again for your valuable input.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Lecoarer".

Paul Lecoarer, P.Eng.
 Director

c: Mark McCaig, Chief Administrative Officer, Town of Fort Frances

Fort Frances Museum & Cultural Centre

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www.fort-frances.com/museum

sgeorge@fort-frances.com

Now on Facebook!



Fall 2015

Another successful summer is drawing to a close...

University students are winding down children's programming, serving the last of the tea and scones, and taking down the summer exhibit that celebrated 50 years with the Noden Causeway.

In addition to dedicating time to our newspaper digitization project this summer, they simplified many of our everyday tasks, and organized museum spaces including both offices.



School children visited through May & June. Above, children imprint fabric using leaves & flowers.



Students provide programming on a weekly basis for Rec'n Crew kids and, as requested, for Day Care.

Perhaps because we pack so much into summer is the reason it whips by so quickly, but it's always a little daunting to see that first coloured leaf flutter to the ground. Yes, fall is just around the corner!

We are looking forward to a great off-season at the museum however, with a new exhibit, additional staffing, a fashion show, and some new arts programming coming up!

But first...
our fall exhibit...



Fall at the Museum features the **Artistry of Hooked Rugs**. Curated by **Debbie Ballard**, this exhibit showcases the scope of hooked fibre art.

Rug hooking began as a craft of necessity. Primitive rugs were hooked by the women of the Canadian Maritime provinces and the northeastern states for purely practical purposes, using whatever materials they had to fashion rough “mats” for cold floors.

Like quilting, rug hooking helped provide our ancestors with a sense of community. Many early rugs depicted elements of daily life within the home and the neighbourhood. Over the years the craft evolved to an art form used to express the unique vision of the hooking artist.

The exhibit offers a sampling of the many types of hooking being done today, from commercial patterns and primitive pieces to adaptations and original pieces of art, including a few heritage pieces. A first of its kind in Northwestern Ontario, this exhibit will feature pieces on loan from hooking artists throughout the province of Ontario, as well as examples of work submitted by rug-hooking enthusiasts in the Rainy River District.



Be sure to stop by this fall to view what has become known as ‘art for the floor’. The exhibit will run from September through to December in our main floor gallery.

It should be noted that we are trying something new. On occasion, we will be inviting a local expert to curate an exhibit. Guest curators will share their knowledge and perspective on subjects that will have meaning to our community. Some ideas for future exhibits are commercial fishing, bush planes and the various boats that are a backdrop to our lakeside living. Museum staff will assist where needed. If you have an idea for a future exhibit, be sure to let us know.



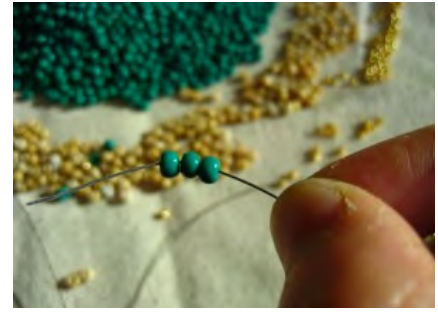
Additional Staffing

The Fort Frances Museum welcomes **Bethany Waite**, our new Collections Management Coordinator, a one-year position funded through the Northern Ontario Heritage Fund Corporation (NOHFC). This valuable program provides museums like ours with funding to hire a university graduate in a related field — a win-win situation for everyone!

In addition to a Bachelor of Science Degree, Bethany has a diploma in Museum Management and Curatorship. Her primary role at the museum will be to oversee the ongoing care and preservation of the collection, ensure the efficiency of our database and make recommendations as to how we can maximize storage. In addition, she will be lending a hand with whatever we are doing — building an exhibit, researching an artifact, or lining up programming — allowing her to gain some valuable experience, and providing us with much needed help. Welcome, Bethany!

Arts Programming

This year, the Museum is partnering with the Friends of the Museum to provide arts programming on Saturdays for adults (includes ages 12 and up). The Museum/Friends group will pay an honorarium to artists to teach the class. Participants will pay for their materials. This allows us to offer programming at a rate that will be reasonable for everyone.



We are hoping to offer a variety of genres — sketching, painting with water colours, stained glass, wood-carving, rughooking, basket-weaving, fibre-art, jewellery making, beading, photography, whatever! — but that will depend on the number and variety of artists/crafters who agree to teach a class.



We have chosen the 12-and-up age group as young people seem to have schedules that are already very full. It is often parents and other adults who do few things 'just for us', and little of it in the way of expressing ourselves artistically. So this is for you.

Join us one Saturday a month or experiment with a few. Learn something new and have fun doing it! Your cost will be your materials. We pay for the instructor.

Providing we have enough instructors, there will be six sessions this fall, and six more in the new year. If you are an artist or crafter and would like to lead a class, we invite you to give us a call at 274-7891.



Feast your senses with a Fall Fashion Show!

Coming up this fall, the Museum is partnering with Odawayigamig, Scott Street's new Native Craft Store, to bring you something special. During one evening very soon, we will be offering a fashion show of native

clothing and jewellery, inspired by Ojibwe culture, and hand-crafted in traditional ways.

The Native Craft Store's owners, Pam Johnson and Sandra Wayash-Calder, are excited to present a sampling of the artistic talent in our First Nations communities. The presentation of native fashions will be complemented by traditional music and foods.

For additional information, to submit a piece, or to be involved in any way, please contact Sandra at the store, or email Sandra@odawayigamig.com. *'working together in preserving our language, culture and traditions'*

Due to a conflict with the original date, the new date and time will be advertised once confirmed.





New!

The Friends of the Museum have created a line of merchandise for the Museum. The artwork is based on a product that was once sold locally... beer brewed and marketed by the Fort Frances Brewery. As the labeling so clearly says 'Fort Frances', it was a great choice for souvenirs at the museum.

T-shirts come in S, M, L and XL. BBQ aprons are one-size fits all. Beer glasses are nicely weighted. All items are of excellent quality.



Thanks you student models, Savannah (above) & Naomi (right).



Money raised through sales helps pay for extras, including the arts programming mentioned earlier.

And yes, there will be a 2016 heritage calendar!

The Brewery was located at the intersection of the DW&P (Duluth, Winnipeg and Pacific) railway line with the Mill Road.

In 1960, it was purchased by brewmaster, William A. Beck, and became the Beck Brewing Co. Ltd. Eventually, it reverted to the town and, after being partly destroyed by fire in Oct 1975, the building was razed.

The merchandise above has been imprinted with a beer label from the original Fort Frances Brewing Company, sourced from the Fort Frances Museum archives.

The **Fort Frances Brewing Co. Ltd.** began brewing its first beer in Sept 1925, the same year the Ontario government decided to end prohibition in the province. At that time, the company produced 70 barrels of 4.39 percent ABV (alcohol by volume) beer per day.



Don't forget our
Fibre Arts Festival 2016!

This museum-sponsored event will feature finished pieces submitted by artisans and crafters working with fibre. With more than a year to create, we are hoping to see some original designs, but also welcome pieces worked from a pattern.

Submitted pieces will be featured in the Museum's upstairs gallery from September to December 15, 2016.

Call 274-7891 for more information or ask at the museum. We're also online: ffmuseum@fort-frances.com



Exhibits

The Museum has been investigating travelling exhibitions. Due to a generous gift from the estate of Dino D'Agostini, it seemed that bringing in an exhibit was something we could consider. However, many of the travelling exhibits that would be of interest to our community bear a price tag of \$5000 to \$15000, with transportation costs extra. Although the province recognizes that these prices pose a financial difficulty for museums such as ours, and subsequently provide funding through grants to assist with costs, the question must be asked... *Is this the best use for our limited funds?*

After much discussion with our board and others, we have decided to explore elements of interactive programming. Other local museums, such as Sioux Lookout and Kenora, have introduced I-pads and virtual tours that enable visitors to access items not on display, as well as additional background material related to items that are. For example: someone looking at a jingle dress could listen to a story from an elder of the first time she danced. They might also view a video of a traditional pow-wow with drumming and song.

Although interactive programming of this kind is particularly suitable for engaging our young, Kenora's Lake of the Woods museum is finding that it is also popular with every age level.

We will keep you posted as we explore these and other options.

Calendar of Events

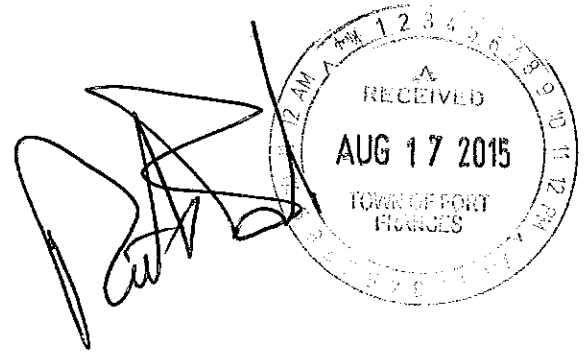
- September to December: The Artistry of Hooked Rugs - main floor gallery.
- To be announced: Fall Fashion Show.
- Saturdays in Oct/Nov and again during Jan-Mar: Art workshops - watch for more information.
- Thursday, November 5th: Friends Fall Fundraising Gala!
- Every Wednesday afternoon starting Sept 16, 1-3 p.m: Fibre Arts Group - upstairs small gallery
- Every 2nd Wednesday at 4:30 p.m: Genealogy Group - Sept thru June
- Every 2nd Wednesday at 6:30 p.m: Writers Group - Sept thru June

Group meetings are open to anyone. Feel free to stop by.

We are still open daily thru September, 11-4 - includes Hallett and tower. Admission fees apply.

Off-season begins October. Open Tuesday thru Saturday. Admission by donation.

Richard Boileau -Chair McTaggart's	P	Chamber of Commerce Representative Jennifer Soderholm	P
Jenny Greenhalgh Masonic Building	P	RRFDC - Geoff Gillon	
Jennifer Horton Curvy Chick	P	John Albanese -- Town Councilor Town of Fort Frances	P
Scott Krienke-Turvery Ink Spotz Apparel	P	Shelley Wepruk Secretary	P
Marie Therese Metise Bharnsive	A		
Doug Culbertson Northwoods	A		
Pat Gartshore Gartch's International Pub	P		



1.Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Richard Boileau opened the meeting. The meeting to was called to order at 8:00 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting – 10 June, 2015

Copies of the minutes from the 10 June, 2015 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 Pat Gartshore/John Albanese
 TO accept the minutes presented of the 9 April
 Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 Pat Gartshore & Jennifer Horton
 TO accept the total payable for May in the amount of \$7,281.75
No against or abstentions

Board of Management Meeting –22 July, 2015
 Page 1 of 3

4. BUSINESS ARISING FROM THE MINUTES

Finance and Administration Committee

1. No Report

Promotions Committee

1. Boat Show & Shine: Ads are starting today in paper and tomorrow on radio.
2. Scott will make signs re no parking due to "Special Event" so they can be used repeatedly

Maintenance Committee

1. Sidewalks – Letter to be went to town hall re repairs before Milt can proceed.
2. Snowflakes – Shelley called Shane Armstrong re putting them in the old Grief Containers building but has not heard back to date. Left message with his wife and on his phone
3. Baskets – looking great.
3. Murals – Jenny read letter from artist re touching up murals. He submitted an estimate for repairs in the amount of \$10,000.00. We will allow a 10% overrun. We will be contacting the town to see what is required from them in order for him to begin – business license, etc. Jenny will contact the artist and Patrick at the town to inform them of our discussion and get approximate date for repairs. Letter is to be sent to town hall re the mural on the old Nirvana building.

Motion #3 Pat Gartshore & Jennifer Greenhalgh

TO approve of Brian Romagnoli's estimate of \$9,500.00 & 10% overrun for repairs to 2 murals on Scott Street

No against or abstentions

CARRIED

OLD BUSINESS

1. Boat Show & Shine: Only close off the 200 block of Scott Street until we see how many boats show up. If needed then open 100 block and lastly 300 block. Put up a tent for judges at museum. Richard Will supply volunteers for tent who will be in attendance from 11-4. Richard will look after getting judges. We will get T-shirts for Scott Street Volunteers. Bright colour but not PINK so they are unisex.
2. Flower baskets: Jennifer Horton to talk to Twila about fall baskets.
3. Road Signs: Next Meeting
4. HOPC: Good meeting
5. Calander of Events: No response yet from business owners
6. Hort. Society: Haven't heard back from them
7. Bugs on Scott: Bugs are out on the street
8. Mall Day: went well, just missed bouncy castle as he had no public insurance. We don't carry insurance for that sort of event either so in future, he will need to arrange it for himself.

Board of Management Meeting –22 July, 2015

Page 2 of 3

NEW BUSINESS

1. Rainy Lake Hotel: letter re demolition was apparently sent out to 200 block businesses. BIA received a text message re the letter yesterday. A number of businesses in the 200 block did not receive any letter. The letter should have been sent to 100-300 blocks of Scott Street as it will affect us all.
2. Lights: some people have mentioned that they would like to see the trees on Scott lit up for Christmas season. We have tried this before unsuccessfully. The lights were vandalized or destroyed so there is no point in investing the money.
3. Duncan Keith Day: Do we want to do something for this event? Mass email to be sent out asking businesses to dress their windows accordingly.
4. Events Binder: Make binder containing everything about a certain event so we have it for future reference.

5. Closing & Setting of Next Board Meeting

Motion # 3 Scott Krienke-Turvery
To close the meeting
No against or abstentions
All in agreement – CARRIED

The next meeting date will be 12 August @ 8:00 a.m. at the BIA office.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Meeting closed at 9:10 pm



BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT

MINUTES of the Regular Board of Health Meeting
June 26, 2015, 8:30 a.m.
Dryden Best Western Conference Room

~~~~~

**PRESENT:** Julie Roy, Chair

Carol Baron, Dennis Brown, Yolaine Kirlew, Joe Ruete, Paul Ryan, Sharon Smith, Trudy Sachowski,, Bill Thompson

**IN ATTENDANCE:**

Mark Perrault, CEO

Dr. Kit Young Hoon, MOH

Donna Stanley, Manager, Infectious Diseases

Dawn Sauve, Manager, Dental Health

Silvana Edenburn, Dental Hygienist

Cindy Crandall, Secretary to BOH/MOH (Recorder)

**REGRETS:** John Albanese

**1. CALL TO ORDER**

Chair Julie Roy called the meeting to order at 8:32 a.m.

**2. APPROVAL OF AGENDA**

|                                                                                   |                 |                          |
|-----------------------------------------------------------------------------------|-----------------|--------------------------|
| <b>Motion / Resolution: # 56-2015</b>                                             | <b>APPROVED</b> |                          |
| THAT the Agenda for the Board of Health meeting dated June 26, 2015, be approved. |                 | T. Sachowski<br>C. Baron |

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

None was declared.

**4. MINUTES OF BOARD OF HEALTH MEETING, May 22, 2015**

|                                                                                            |                 |                             |
|--------------------------------------------------------------------------------------------|-----------------|-----------------------------|
| <b>Motion / Resolution: #57-2015</b>                                                       | <b>APPROVED</b> |                             |
| THAT the Minutes of the Board of Health meeting held May 22, 2015, be approved as written. |                 | B. Thompson<br>T. Sachowski |

**5. IN CAMERA (CLOSED MEETING) SESSION:**

At 8:34 a.m. Board of Health members moved to an in camera (closed meeting) session.

| Motion / Resolution: #58-2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | APPROVED |                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|
| <p>THAT the Board of Health moves to an in camera session to discuss:</p> <p><input type="checkbox"/> Security of the property of the Board;</p> <p><input type="checkbox"/> Personnel matters...</p> <p><input type="checkbox"/> Proposed or pending acquisition of land for Board purposes;</p> <p><input type="checkbox"/> Labour relations or employee negotiations;</p> <p><input type="checkbox"/> Litigation or potential litigation, including matters before administrative tribunals, affecting the Board;</p> <p><input type="checkbox"/> Receiving of advice that is subject to solicitor/client privilege, including communications necessary for that purpose;</p> <p><input type="checkbox"/> A matter in respect of which the Board has authorized a meeting to be closed under another Act;</p> <p><input type="checkbox"/> Consideration of a request under <i>Municipal Freedom of Information &amp; Protection of Privacy Act</i>;</p> <p><input checked="" type="checkbox"/> Education / orientation session for Board members:</p> <ul style="list-style-type: none"> <li>• Infectious Disease Program</li> <li>• Dental Health Month Mosaic</li> </ul> |          | S. Smith<br>C. Baron |

The Chair, Julie Roy, thanked Donna Stanley for her Infectious Disease Program presentation. Ms. Stanley left the meeting at 9:21 a.m.

The Chair, Julie Roy, thanked Dawn Sauve and Silvana Edenburn for the Dental Health Month Mosaic presentation. They left the meeting at 10:15 a.m.

The board recessed at 10:15 a.m.

| Motion / Resolution: #59-2015                                                       | APPROVED |                      |
|-------------------------------------------------------------------------------------|----------|----------------------|
| THAT the Board of Health moves out of in camera session to resume regular business. |          | C. Baron<br>S. Smith |

At 10:28 a.m. the Board of Health members moved out of the in camera session to resume regular business.

## 6. PUBLIC HEALTH PROGRAMS

### 6.1 Medical Officer of Health Report – Dr. Kit Young Hoon, MOH Reference 2015.06.26.6.1

Smoke-Free Outdoor Spaces presentations have been made to Kenora and Red Lake councils. Dr. Young Hoon advised that presentations are available to other communities on request. She thanked Shannon Robinson, (A) Manager, Chronic Disease & Smoke-Free Ontario and Christine McLeod, Health Promoter for their assistance with the presentations.

Questions and comments were provided.

**6.2 Preschool Speech & Language Program Report – Deb Cousineau, Manager, Speech, Hearing & Vision**

*Reference 2015.06.26.6.2 – Report will be kept on file.*

This report provided an overview of the 2014-2015 Preschool Speech & Language Program service year.

| Motion / Resolution: #60-2015                                                                                                                                                                                                                                                                                                                                                 | APPROVED |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|
| THAT the Board of Health for Northwestern Health Unit approves the appointments of Dr. David Williams and Dr. Janet DeMille from Thunder Bay District Health Unit as Acting Medical Officers of Health to provide Medical Officer of Health on-call/coverage for Dr. Kit Young Hoon during her absence from Northwestern Health Unit on an as-needed basis for the year 2015. |          | C. Baron<br>Y. Kirlew |

| Motion / Resolution: #61-2015                                                                                                                                  | APPROVED |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------|
| THAT the following reports be accepted as presented:<br>- 2015.06.26.6.1 Medical Officer of Health Report<br>- 2015.06.26.6.2 Preschool Speech Language Report |          | S. Smith<br>C. Baron |

**7. CORPORATE ADMINISTRATION**

**7.1 CEO Report – Mark Perrault, CEO**

*Reference #2015.06.26.7.1*

Additional Verbal Report – provided by Mark Perrault, CEO

Discussion included the Assessment of Algoma Public Health Unit Report and possible changes happening to public health in 2016.

Appreciation was expressed to the CEO about including information on Kenora Pride Week in his report.

Other questions and comments were provided.

**7.2 Public Health Report Card – Alex Berry, (A) Manager, Foundations**

*Reference #2015.06.26.7.2 The report will be retained on file.*

The report was distributed to members and will be sent to community partners.

**7.3 Board of Health Operational Plan – Alex Berry, (A) Manager, Foundations**

*Reference #2015.06.26.7.3 The report will be retained on file.*

The plan was reviewed in detail at the Executive Committee meeting June 12, 2015, and was revised according to comments received.

**7.4 Finance Report – Marilyn Herbacz, Manager, Human & Financial Resources**

*Reference #2015.06.26.7.4 The report will be retained on file.*

Additional Verbal Report – provided by Mark Perrault, CEO

We continue to operate as status quo as approval of our 2015 budget request from the Ministry of Health & Long-Term Care has not been received to date.

| Motion / Resolution: #62-2015                                                                                                                                                                                                                                                                     | APPROVED |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|
| <p>THAT the following reports be accepted as presented:</p> <ul style="list-style-type: none"> <li>- 2015.05.22.7.1 CEO Report</li> <li>- 2015.05.22.7.2 Public Health Report Card</li> <li>- 2015.06.26.7.3 Board of Health Operational Plan</li> <li>- 2015.06.26.7.4 Finance Report</li> </ul> |          | Y. Kirlew<br>S. Smith |

| Motion / Resolution: #63-2015                                                                                                                                                                                                                                                          | APPROVED |                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------|
| <p>THAT the Board of Health for the Northwestern Health Unit authorizes the Chief Executive Officer to arrange for a \$500,000 credit facility (overdraft) with TD Canada Trust to ensure business continuity in the event of a disruption in cash flow or an extraordinary event.</p> |          | P. Ryan<br>S. Smith |

The Board recessed for lunch at 11:40 a.m.

The Chair called the meeting to order at 12:09 p.m.

**8. REPORT OF EXECUTIVE COMMITTEE MEETING, June 12, 2015**

Paul Ryan, Chair, Executive Committee reported on the meeting.

| Motion / Resolution: #64 -2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | APPROVED |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------------|
| <p>THAT proposed amendments to By-Law #1, Constitution of the Board of Health, section 8.0 DUTIES OF OFFICERS include,</p> <p>8.1 Chair of the Board of Health: Review and Approve Board of Health Member Statements of Board Expenses, and</p> <p>8.2 Vice-Chair of the Board of Health: Review and Approve Statement of Board Expenses of the Chair of the Board of Health.</p> <p>AND APPENDIX F, Statement of Board Expenses Form include approval signature of Chair, Board of Health.</p> |          | Y. Kirlew<br>S. Smith |

**9. ASSOCIATION OF LOCAL PUBLIC HEALTH AGENCIES (aLPHa) CONFERENCE REPORT**

Those members attending the conference June 7 – 9, 2015, in Ottawa, expressed appreciation to the Board of Health for the opportunity to attend. Those attendees also provided a verbal report of the conference. All agreed it was a worthwhile event, especially for our new members.

**10. BOARD OF HEALTH RETREAT, SEPTEMBER 23 – 25, 12015**

Potential agenda items were discussed.

**11. DRAFT POLICY – SPONSORSHIP OR COOPERATIVE ARRANGEMENTS.**

This policy was put in place in the event an opportunity comes up in the future.

| <b>Motion / Resolution: #65-2015</b>                                                                                                                                                           | <b>APPROVED</b>     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| THAT the Board of Health approve new Sponsorship or Cooperative Arrangements Policy, Sponsorship/Cooperative Arrangement Agreement Form and Sample Sponsorship/Cooperative Arrangement Letter. | P. Ryan<br>J. Ruete |

**12. REVISED POLICE – PETTY CASH**

| <b>Motion / Resolution: #66-2015</b>                                                                                                                         | <b>APPROVED</b>      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| THAT the Board of Health approve change of Petty Cash Policy for reimbursement to employees for purchases related to health unit business from \$50 to \$75. | D. Brown<br>J. Ruete |

**13. NON AGENDA ITEMS**

There were no items identified.

**14. NEXT MEETING DATE**

Executive Committee Meeting: August 12, 2015, 11:00 a.m. Kenora

Regular Meeting of Board of Health, Atikokan NWHU Meeting Room  
Friday, August 28, 2015, 8:30 a.m.

**15. ADJOURNMENT**

The Chair adjourned the meeting at 1:05 p.m.

BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT:

CONFIRMED AS WRITTEN

THIS 1 DAY OF September 2015

Julie Ray  
MEETING CHAIR, BOARD OF HEALTH

C. Brandon  
RECORDING SECRETARY

TOWN OF FORT FRANCESMINUTESSESSION NO. # 15Tuesday, August 4, 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 Tuesday, August 4, 2015 at 12:00 p.m.

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

ALSO PRESENT: Dawn Galusha, Deputy Treasurer, Aaron Petrin, Human Resources Manager, Travis Rob, Chief Building Official

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 item 7.10 Councillor K. Perry Infrastructure Funding Consultation Session & Local Governance Networking Per Diem Claims as those are his 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 Tuesday, July 7, 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.**

**5. In-Camera**

**6. Items Referred from Council**

- 6.1 Watten Volunteer Fire Department Financial Request- The Committee recommended a donation to the Watten Volunteer Fire Department in the amount of \$300.00 for their Fish Fry event to be held on August 28, 2015 at Sunny Cove Camp.
- 6.2 The Heart of the Continent Financial Request- The Committee denied the financial request from the Heart of the Continent for a rebate or reduction of the rental fees at Sunny Cove Camp on June 25 & 26, 2015, which is in agreement with the Community Services Executive Committee.
- 6.3 L. Hamilton Tbaytel Mobility Service Concerns- The Committee denied the request and further advises Mrs. Hamilton to enquire with the Rainy River Future Development Corporation.
- 6.4 Northern Ontario School of Medicine Student Society Sponsorship Request- The Committee recommended a donation of \$100.00 and further that the request be shared with the Doctor Recruitment Committee.
- 6.5 Northwest Ontario's Sunset Country Travel Annual Per Capita Contribution- The Committee recommended to approve the Northwest Ontario's Sunset Country Travel Association annual capita request in the amount of \$1,891.25 plus HST.

**7. New Business**

- 7.1 Councillor June Caul Strategic Planning Meeting Per Diem- The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor June Caul for her attendance at the Strategic Planning Meeting held at Sunny Cove Camp on June 11, 2015.
- 7.2 Huffman Subdivision Development Bell Installation Invoice- The Committee recommended to approve the costs associated with the installation of the Bell services, totaling \$26,242.04 be paid for from the Corporate Projects reserve fund.
- 7.3 2015 Request for Reconsideration M.O.S.- The Committee recommended to receive the Minutes of Settlement for the properties located at 1211 Third Street East, 218 Third Street East, 415 Second Street East, 211 Third Street East and 839 Victoria Avenue North for the 2015 taxation year.
- 7.4 2015 Amended Property Assessment Notices- The Committee recommended to receive the Minutes of Settlement for properties located at 1453 Colonization Road West, 213 Sixth Street West, and 1551 Frog Creek Road in Fort Frances for the 2015 taxation year.
- 7.5 357/358 Applications for 2015- The Committee recommended 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. The Committee recommended 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.
- 7.6 Bethel Baptist Church Financial Request re: Host of the African Children's Choir at the Townshend Theatre- The Committee, in agreement with the Community Services Executive Committee recommended to waive the per person surtax charge for the African Children's Choir concert at the Townshend Theatre on September 2, 2015.
- 7.7 Request for Proposal for Municipal Insurance- The Committee recommended the issuance of a Request for Proposal for the provision of Municipal Insurance for the Town of Fort Frances, for a four year term beginning November 1, 2015, with the renewal subject to acceptable renewal rates and service provision.
- 7.8 WSIB Coverage for Elected Officials- The Committee recommended that the Corporation of the Town of Fort Frances will provide optional insurance for members of Council who have elected to apply for such insurance, and who are eligible for such coverage under the Workplace Safety and Insurance Act, 1997.
- 7.9 Mayor R. Avis Building Ontario Up Meeting Travel & Per Diem Claims- The Committee recommended to approve the travel expense and per diem claims in the total amount of \$227.00 as submitted by Mayor Roy Avis for his attendance at the June 22, 2015 Building Ontario Up meeting held in Kenora.
- 7.10 Councillor K. Perry Infrastructure Funding Consultation Session & Local Governance Networking Per Diem Claims- The Committee recommended to approve the per diem claims in the amount of \$225.00 as submitted by Councillor Ken Perry for his attendance at the Infrastructure Funding Consultation Session held in Kenora on July 15, 2015 and the Local Governance Networking Meeting held at Couchiching First Nations on July 30, 2015.

## 8. Non-agenda Items

## 9. Outstanding Items

- 9.1 Couchiching Sewer & Water Agreement Signage

## 10. Information

10.1 General Fund Financial as at June 30, 2015

10.2 Water & Sewer Financial as at June 30, 2015

10.3 Capital Fund Financial as at June 30, 2015

**11. Adjourn / Next Meeting Date**

11.1 Next Administration & Finance Executive Committee Meeting Date: September 8, 2015

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Executive Committee Chair

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M. McCaig, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #September 8, 2015

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Committee Room - Civic Centre on September 8, 2015 from 8:00 a.m. to 8:50 a.m.

PRESENT: Doug Kitowski, Chair, Councillors W. Brunetta (8:00am - 9:02am) , J. Albanese, Mayor, R. Avis

ALSO PRESENT: M. McCaig, CAO, F. Flatt, Municipal Planner (8: - ), A. Byrnes, P. Briere, By-Law Enforcement (8:00 - ), T. Rob, Secretary, Mr. & Mrs. Bliss (8:35 - ), D. Brown (8:00 - ), Neil Kabel WFC (8:15 - ),

1. **Call to Order** - 8:02 am  
Session #12
2. **Disclosure of pecuniary interest and the general nature thereof**  
- None
3. **Approval of Previous Committee Minutes**
  - 3.1 Approval of the Minutes of the August 5, 2015 Meeting  
- Approved as amended
4. **Non-agenda Items**  
- F. Flatt - Community Garden - Item 9.1
5. **In-Camera**
  - 5.2 F. Flatt - 200 McIrvine Road - Property Disposition Verbal Update  
- The Recommendation of the Planning and Development Executive Committee recommends that the property development be under Site Plan Control.
6. **Items Referred from Council**
7. **New Business**
  - 7.1 T. Rob- Chief Building Official Code of Conduct as required under the Building Code Act  
- approved as circulated
  - 7.2 P. Briere - Parking during the Rainy Lake Demolition  
- The recommendation from the Planning and Development Executive committee is to contact Resolute Forest Products to access their lots for overflow if needed
  - 7.3 T. Rob - Award of Tender 15-PD-16 - Demolition of the Rainy Lake Hotel - 235 Scott Street  
- Approved as Circulated
  - 7.4 T. Rob - Quality Assurance and Quality Control Air Quality Monitoring During the Demolition of the Rainy Lake Hotel (235 Scott St.)  
- Approved as Circulated
  - 7.5 F. Flatt - 237 8th Street West - Amendment to the Site Plan Control Agreement with Wahkaihanun Futures Corporation  
- The Planning and Development Executive Committee heard concerns from Mr. Bliss

on the proposed storm water management plan.  
-

**8. Outstanding Items**

- 8.1 Huffman Court Lot Sales
  - The recommendation of the Planning and Development Executive Committee is to take a report to the September 28, Council meeting with recommendation to market the lots with New Gold, RRFDC, Contractors, and put together an RFP for a realestate agent, enhance marketing on website.
  
- 8.2 Dog Park Development
  - Arlene provided an update on the committee and lack of response from the public members

**9. Information**

**10. Adjourn / Next Meeting Date**

TOWN OF FORT FRANCESMINUTESSESSION NO. #014July 8, 2015

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 8, 2015 from 8:30 a.m. to 8:50 a.m.

PRESENT: Paul Ryan, Chairperson, Doug Kitowski, June Caul, Mark McCaig, CAO and Doug Brown.

ALSO PRESENT: Travis Rob (8:50 a.m. to 9:10 a.m.), Doug Herr (8:30 a.m. to 8:50 a.m.) and Milt Strachan (8:30 a.m. to 8:50 a.m.)

**1. Call to Order**

1.1. The meeting was called to order at 8:30 a.m.

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

2.1. None.

**3. Approval of Previous Committee Minutes**

3.1. Minutes from meeting of this Committee on June 17, 2015 - the minutes were approved as circulated.

**4. Non-agenda Items**

4.1. The letter dated June 23, 2015 to Mayor Roy Avis from the Ministry of Transportation in regards to designing the Connecting Link Highway Funding Program was received. The Operations & Facilities Executive committee provided additional information in regards to answering the 4 required questions. The Operations & Facilities Manager will prepare the answers and forward to the CAO in order that a letter can be sent to the Ministry of Transportation prior to the August 7, 2015 deadline.

**5. New Business**

5.1. DWQMS Management Review - the administration report was reviewed and will be forwarded to Council for approval.

5.2. May 2015 Drinking Water Systems Monthly Summary Report - the May 2015 Monthly Drinking Water report was reviewed and will be forwarded to Council for approval.

5.3. Sweeper Tender - this item was done prior to item 5.2 for employee attendance purposes - the administration report was reviewed and will be forwarded to Council for approval. Both Doug Herr and Milt Strachan left the meeting at 8:50 a.m.

5.4. Semi Annual Division Report - the semi annual report was reviewed where Chairperson, Councillor Paul Ryan will be providing a verbal update at the July 13, 2015 Council meeting.

**6. Outstanding Items**

6.1. Sanitary Sewer By-law - to be discussed at a later date

**7. Information**

- 7.1. Annual Energy Consumption Submission and Corporate Energy Consumption Review - this agenda item was moved up prior to agenda item 5.4 under New Business to accommodate staff attendance - the administration report prepared by Travis Rob was reviewed where the Operations & Facilities Executive committee were given the opportunity to obtain clarification from Travis Rob. Travis Robe left the meeting at 9:10 a.m. The administration report will be forwarded to Council as information only. No action required.
- 7.2. Operations and Facilities Division - Environmental Area - Operations Statistics - April 2015 - the Operational Statistics for April 2015 for the Environmental Area were reviewed and will be forwarded to Council as information only. No action required.
- 7.3. Operations and Facilities Division - Environmental Area - Operations Statistics - May 2015 - the Operational Statistics for May 2015 for the Environmental Area were reviewed and will be forwarded to Council as information only. No action required.

**8. Adjourn / Next Meeting Date**

9:50 a.m.

- 8.1. Next meeting date is Wednesday September 9, 2015

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

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Executive Committee Chair

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D. Brown, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. #0014August 4, 2015

This meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on August 4, 2015 from 11:00a.m. to 11:24a.m.

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

**1 CALL TO ORDER (Session #0014)**

- 1.1 K. Perry called the meeting to order at 10:55. 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 - July 6, 2015 - **approved as presented.**

**4 ITEMS REFERRED FROM COUNCIL**

- 4.1 Watten Volunteer Fire Department Request - The input provided to the Administration & Finance Executive Committee by the Community Services Executive Committee was to make a donation of \$300 to the Watten Volunteer Fire Department for their event at Sunny Cove as has been done for the past two years.
- 4.2 Fort Frances Aquanaut Swim Team - Season Sponsorship - The Community Services Executive Committee recommended to Mayor and Council to continue as an advertising sponsor with the Fort Frances Aquanaut Swim Team and authorize \$100 for a new banner to be hung in the Memorial Sports Centre swimming pool viewing area.
- 4.3 Heart of the Continent Partnership Request - The input provided to the Administration & Finance Executive Committee by the Community Services Executive Committee was to not waive any outstanding fees for the Heart of the Continent stay at Sunny Cove.
- 4.4 Bethel Baptist Church Request - The Committee agreed that the Bethel Baptist Church rental at the Townshend Theatre would not be subject to the seat surcharge of \$1.50 because they are not charging an admission fee for the event. Input was provided to Administration & Finance as such.

**5 NEW BUSINESS**

- 5.1 NIL

**6 IN-CAMERA**

- 6.1 NIL

**7 NON-AGENDA ITEMS**

- 7.1 Photocopier Proposals - The Community Services Executive Committee reviewed the details provided and gave direction to the Division to move forward with the proposal provided by Lowerys based on service level and price, so long as current functionality would not be sacrificed. A forthcoming recommendation would then be forwarded for the Council agenda.

8 INFORMATION

9 ADJOURN / NEXT MEETING DATE

- 9.1 Next Meeting - September 8, 2015 @ 10:30 a.m.

\_\_\_\_\_  
K. Perry, Executive Committee Chair

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J. Kabel, Manager of Community Services