

# TOWN OF FORT FRANCES

## AGENDA - July 11, 2016

### MEETING - Council Chambers , Civic Centre

Page

1. **COUNCIL MEETING**

(Session No. 044) 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 Bi-Annual Reports (January 1 to June 30, 2016)

4 - 23

- Planning & Development Division

- Operations & Facilities Division

- Fire Rescue Service

- Community Services Division

- Administration & Finance Executive Committee

2.2 Presentation - Moffat Family Trust Funds for 2016 (7:00 p.m.)

3. **Consent Agenda:**

3.1 Items Referred from Committee of the Whole

3.2 Letter dated June 27, 2016 from G. Thorstad, President, Boundary Waters Dragon Boat Foundation & Festival Organizer re: Reschedule of Events - Support Requested

24

-will be referred to Administration and Finance Executive Committee for recommendation with input from Planning and Development Executive Committee, Community Services Executive Committee and Operations and Facilities Executive Committee

4. **Approval of Council Minutes: \***

4.1 Session Nos. 042 and 043, June 23, 2016 and June 27, 2016

5. **Approval of Committee of the Whole Minutes: \***

5.1 Session Nos. 064 and 065, June 23, 2016 and June 27, 2016

	Page
<b>6.     <u>Resolutions from tonight's Committee meeting</u></b>	
<b>7.     <u>By-Laws:</u></b>	
7.1     A by-law to amend by-law 21/14, for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. (designate parking at Daycare and Library and designate fire route at Library)	25
7.2     A by-law to authorize a license agreement for purposes of Gunner Outreach - deploy and display artillery at the Memorial Sports Centre parking lot with Her Majesty the Queen in Right of Canada as represented by the Minister of National Defense.	26 - 29
7.3     A by-law to authorize a joint use agreement between the Rainy River District School Board, the Northwest Catholic District School Board and the Corporation of the Town of Fort Frances to provide for the joint use of outdoor facilities (St Francis Sports Field).	30 - 35
7.4     A by-law to authorize execution of a site plan control agreement as a condition of development with Syncor Contracting Limited.	36 - 50
7.5     A by-law to approve an employment agreement with Doug Brown for his appointment as Chief Administrative Officer for the Town of Fort Frances.	51 - 59
7.6     A by-law to approve an employment agreement with Travis Rob for his appointment as Operations & Facilities Division Manager for the Town of Fort Frances.	60 - 69
<b>8.     <u>New Items:</u></b>	
8.1     Resolution of Support for NWHU re: Alcohol	70 - 72
<b>9.     <u>Information Correspondence:</u></b>	
9.1     AMO Communications	73 - 83
- AMO Policy Update - Highlights of the June 2016 Board Meeting	
- New Federal / Provincial CPP Enhancement Agreement to Replace the ORPP	
- Report of the Secretary-Treasurer on Nominations to the 2016-2018 AMO Board of Directors	
- AMO Policy Update - Ontario Asset Management Regulation Consultations - Considerations for Members Taking Part	
9.2     Letter from G. Chapman, District Manager, MNR re: Aerial Herbicide Spraying Crossroute Forest	84 - 85

	Page
9.3 Letter from S. Del Duca, Minister, MTO re: Next Intake for Connecting Links Program Funding	86 - 87
9.4 Letter from S. Del Duca, Minister, MTO and M. Gravelle, Minister, MNDM re: Intercity Bus Consultation	88 - 89
9.5 Resolution from City of Kenora re: Door to Door Sales	90
9.6 Resolution from City of Kenora re: Rural Economic Development Program	91 - 92
9.7 Resolution from Township of West Lincoln re: Future Renewable Energy Projects	93 - 94
9.8 Fort Frances Museum & Cultural Centre Summer 2016 Newsletter	95 - 100
9.9 Letter from D. Pearce, Supply Chain Officer, Stewardship Ontario re: Industry Funding for Blue Box Recycling	101
9.10 College of Physicians and Surgeons of Ontario - Nomination form	102 - 105
<b>10. <u>Minutes:</u></b>	
10.1 Planning & Development Executive Committee - June 20, 2016	106 - 107
10.2 Administration & Finance Executive Committee - June 21, 2016	108 - 109
10.3 Operations and Facilities Executive Committee - June 22, 2016	110 - 111
10.4 Community Services Executive Committee - June 20, 2016	112 - 113
<b>11. <u>Non-agenda Items</u></b>	
<b>12. <u>ADJOURNMENT</u></b>	
<b>13. <u>* Previously distributed to Council</u></b>	
<b>14. <u>** Items can be viewed by contacting the Clerk</u></b>	

## Planning & Development Division Update Report

### January to June 30, 2016

The Planning and Development Executive Committee met 12 times during this reporting period. Currently, the Committee is chaired by Councillor Doug Kitowski with Councillors John Albanese and Wendy Brunetta also serving as members. The Mayor is an ex- officio member on this committee. The executive committee meets in the Civic Centre committee room at 8:00 a.m. on the Monday prior to the regularly scheduled meeting of Council. The public is welcome to attend any public portion of the meeting. Executive Committee minutes and agendas can be found on the Town's website at [www.fort-frances.com](http://www.fort-frances.com)

The Planning and Development Executive Committee considered and/or made recommendations to Council on the following matters:

- **Property Matters**

- As of June 30<sup>th</sup>, sale of Front Street Property (625 Nelson Street) to Syncor Contracting Ltd.;
- 
- Complete (sever, survey and sale) of 446 Third St E.;
- 
- Complete (sale and deeming) of a portion of 535 Riverview Drive;
- 
- Complete sale of Lots 15 and 16 in the Industrial Park;
- 
- Responded to various inquiries for Industrial Park land;
- 
- Responded to various other property inquiries (i.e. 5th Street and certain laneways);
- 
- Ongoing inquiries for residential lots within Huffman Subdivision;
- 
- Ongoing inquiries to purchase Church Street Property (on behalf of Clinic)



- **By-Law Enforcement/Property Standards**

Over this reporting period, a primary focus within the By-Law Enforcement Department has been to review, amend and update numerous municipal by-laws. This review has included by-laws related to:

- Business Licensing By-Law – will be completed in 2016 for full implementation on January 1<sup>st</sup>, 2017. In the near future, open house sessions will be held in order to allow the general public to have input into the proposed revisions to the by-law and receive firsthand knowledge;
- Property Standards By-Law – to be reviewed within the next 12-18 months;
- Waste Management By-Law – ongoing review.
- Sign By-Law – ongoing review;

In addition, this department has worked on a number of other projects during this reporting period and they include:

- Strategic Plan Initiative – Review of Parking Meters & On-going Parking concerns in the Downtown Core. A “Student Enforcement Officer” will be hired in the near future to enforce the existing parking by-law in the downtown area;
- Strategic Plan Initiative – “Fight the Blight Campaign”;
- Request to review the Animal Control By-law for chicken prohibition;
- Assist MNR with housing of 2 orphaned bear cubs at the new animal shelter;
- School Presentations & Class Visits to Civic Centre;
- Received an award from the Northwest Tobacco Control Area Network for the dedication and achievement in being a smoke-free champion.

Lastly, this department is currently working on a number of issues within the community during this reporting period, they are highlighted as follows:

- Property standards;
- Traffic control by-law amendments in regards to designation of handicap parking stalls at the parking lots located at the Public Library/ Technology Center & Children Complex;
- Tree & hedge trimming;
- Parking enforcement complaints;
- Dogs & cats running at large;
- Traffic Control by-law amendment – private parking stall on Portage Avenue North.

- **PLANNING**

Routine matters dealt with by the Planning Department during this period include completing requests for property information (Letters of Compliance, etc.) and review of development proposals and building permits for applicable zoning provisions. In addition, there have been ongoing discussions with clients on applications for minor variance, severance, zoning amendment, as well as zoning contraventions that are being resolved as they arise. During this reporting period the Planning Department has been working to finalize the Wahkaighanun Futures Site Plan Control agreement amendment, whereby the final plans are being deposited and the final site works are being completed. They are also in the process of finalizing the Site Plan Control agreement with SynCOR for contracting of their development of Townhouses on Front Street.

The Municipal Planner serves as the Secretary/Treasurer of the Committee of Adjustment. This committee currently has 1 vacancy and is looking for a new member. The Committee has met 1 time during this reporting period to deliberate on a Minor Variance Application as well as review and discuss amendments to section 3.2, 3.28, and 4.9 of the Town of Fort Frances Zoning By-Law 3/14, to provide better clarification and correct missed provisions in the By-Law.

- **BUILDING**

Through the first half of 2016 the Building department has seen a normal occurrence of permits being issued. To the end of June 2016 there has been 47 permits issued with a total construction value estimated at \$1,886,685.84. Of this construction there have been three new houses started and numerous renovations, additions, garages and decks constructed this year. Further to this there have been 4 successful applications to the Town of Fort Frances Residential Revitalization Grant Program.

In addition, the Building office has continued to review and analyze the energy consumption of the Municipality and submit reporting of this consumption to the Ministry of Energy in accordance with the regulation. Other projects on the go are the renovations to the Civic Centre; replacement of the Town phone system; the development of the Rainy Lake Market Square and finalizing the Honeywell Energy Retrofit Project.

In summary the Planning and Development Division has been busy over the past 6 months, where some welcomed new development is very big positive for the community going forward.

**OPERATIONS & FACILITIES DIVISION UPDATE REPORT  
JANUARY 1st to MAY 31st, 2016**

Mr. Mayor, Fellow Councilors, Staff, Media and Citizens, it is a pleasure to report to you this evening on the activities of the Operations and Facilities Division. As you know, our Division is responsible for the Public Works Area, Parks and Cemeteries, the Waste System, the Fort Frances Airport, the Water System and the Wastewater System. I will highlight some of the main activities which took place from January 1<sup>st</sup>, 2016 to the end of May in each of these areas of responsibility.

***Public Works***

***In regards to the Roadways:***

The 2016 winter snow fighting season was similar to 2015. There were 6 snowfall events during the first five months of 2016 same as in 2015. As a result, the Town spent only \$1,242.00 for the rental of private trucks to haul snow, this past winter compared to \$4,233.32 during the same period in 2015. A 5-man crew worked 5 days per week on midnights for a 14-week period from December 7, 2015 to March 11, 2016. The new 85 foot diameter sand storage structure has been a welcomed operation improvement this winter control season as the speed in which winter control sand and salt is loaded into the Sand Truck has become less time consuming. As a result the winter control materials is applied to the roadways in quicker fashion and will continue for years to come.

***In regards to Fleet Management***

On Monday February 1st, 2016, the new trackless sidewalk machine went into service. The Town now has two sidewalk machines which has improved the speed in which the snow is cleared from the sidewalks. Also a new sweeper went into service this spring

and was used to sweep up the winter control sand. The speed in which the winter control sand is swept up has become more cost effectively with fewer equipment breakdowns. However the smaller sand particles are not swept up as efficient with the new mechanical broom compared to the old vacuum sweeper.

**In regards to the water system:**

From January 1<sup>st</sup> to the end of May, the Town manufactured 571,740 cubic meters of treated water, which is a 2.8% reduction, compared to the same period last year. Bay City Contracting out of Thunder Bay was awarded the total Road Reconstruction of Phair Avenue from 3<sup>rd</sup> Street to 5<sup>th</sup> Street and has been on-site since May 9 where this project is scheduled to be completed by September 2<sup>nd</sup>, 2016. Approximately 390 meters of old ductile steel watermain is being replaced with new C-900 PVC watermain. Also Bay City completed the reconstruction of the 800 block of Nelson Street between Butler Avenue and the Woodyard where the asphalt was placed on Friday, June 10, 2016.

**In regards to the wastewater system:**

Over the last 5 months the Town has treated and discharged 1,029,316 cu. meters of wastewater, which is an increase of 16 % compared to the same period last year. Kingdom contracting has been retained and has been onsite since May 30, 2016 to remove and replace the dewatering equipment in the head works building at the Sewage Treatment Plant (STP) facility where the project is on schedule to have the new dewatering equipment fully operational by approximately November 1<sup>st</sup>, 2016. In the future, the biosolid sludge from the STP will go directly to the landfill site to be used as cover material.

When comparing the treated water discharged from the Sewage Treatment Plant to the manufactured water from the Water Treatment Plant, there is a difference of 457,576 cu. meters of groundwater and/or surface water entry into the sanitary sewer system commonly referred to as “inflow and infiltration (I/I) loading during this period. In order to reduce this volume, please inspect your sump pump system used for your basement foundation weeping tile system to ensure it is not discharging directly into the sanitary sewer system. Your sump pump water (groundwater) should be discharged onto your property then travel along the ground onto the roadway and eventually discharge into the storm sewer system along the roadway and not into the sanitary sewer system. This groundwater doesn’t have to be treated at the Sewage Treatment Plant. Please do your part by alleviating any groundwater or surface water discharging into the sanitary sewer system.

**In regards to the Waste Management System:**

Household Hazardous Waste Day has been scheduled for Saturday September 17, 2016 where the Town has tendered together with Dryden to retain a common MHSW service provider, in order to obtain better pricing. The May “Fight for Blight” event was a huge success where residential property owners collected and delivered approximately 2.66 months worth of waste to the landfill site in a 7 day period. As a result, there is a noticeable change in the appearance and upkeep of the residential properties in the community this spring. The general public is encouraged to drop off their recyclables at the depot located on 6<sup>th</sup> Street which is accessible on a 24 hours/7 days a week – 365 days per year basis. The new general public compactor unit has eliminated manpower and equipment resources to provide this service to the public in the past where these resources

have been allocated to other meaningful maintenance tasks such as patching potholes or grading laneways.

**In regards to the Parks and Cemeteries:**

The annual flowers throughout the Town have been planted as of June 29. In regards to fleet replacement in the Parks area, the Town will be purchasing a new 3/4 ton snow plow truck to replace the 19 year old snow plow system.

**In regards to the Fort Frances Airport:**

The amount of air traffic is down at the Fort Frances Airport compared to last year, where 92 fewer aircrafts have landed as of the end of May (892 in 2016 versus 984 in 2015).

Overall revenue is down by \$19,576.41 compared to the same period last year. A new groundwater well was drilled on the airport property and the well pumping system has been ordered. The groundwater well system should be fully operational sometime in July or August.

**Summary**

The members of the Operations & Facilities Executive Committee would like your cooperation to ensure that the trees and hedges on your property which are parallel to the Town's sidewalks are trimmed back to ensure all impediments are no closer than six (6) inches (150 mm) from the back edge of the sidewalk. This will ensure all citizens can walk safely and comfortably on the Town's sidewalks. In closing, on behalf of Council, I wish you and your family a safe and happy summer holiday season and also would like to thank you in advance for your cooperation in making Fort Frances a better place to live.



## FORT FRANCES FIRE RESCUE SERVICE

# Fort Frances Fire Rescue Service

## First Half Report for 2016



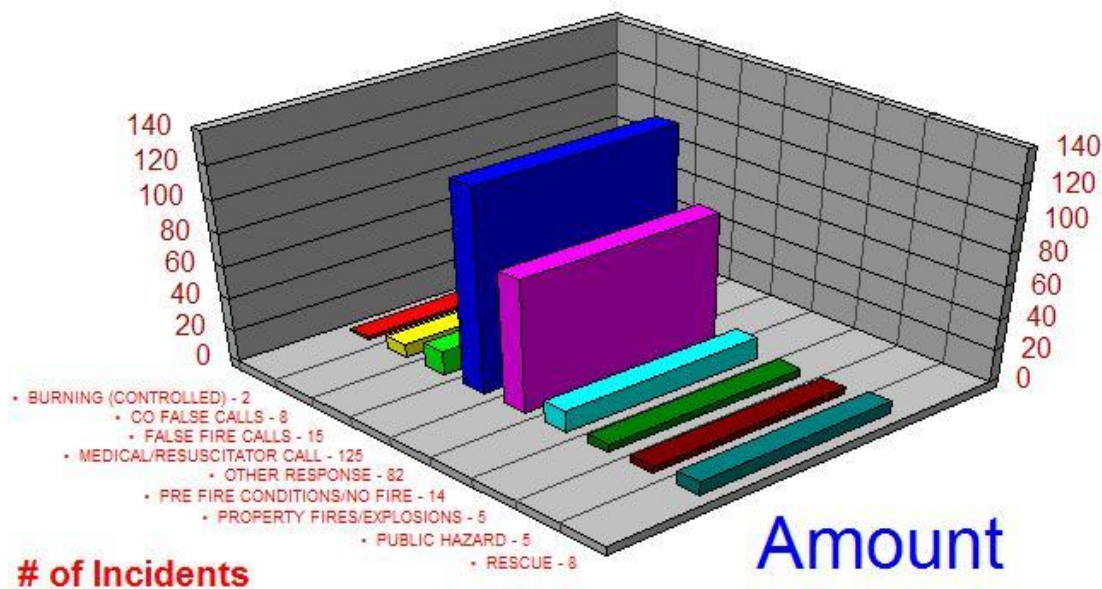
Presented by: Fire Chief Frank Sheppard

## FORT FRANCES FIRE RESCUE SERVICE

### Fire Chief's Report from January 30<sup>th</sup> to June 30<sup>th</sup>, 2016

Your worship and members of Council, I would like to present the Fort Frances Fire and Rescue Service annual report for the first half of 2016. The first half of 2016 has been unusually quiet from an active fire perspective and the call volume reflects that. We have had 265 calls for service to the end of June 2016. Only one of these was an active fire with an approximate dollar loss of \$100,000.00. There was one additional fire caused by a home owner thawing pipes, which resulted in a minimal dollar loss, and two grass fires with no dollar loss. The bulk of our calls are still medical in nature, and I have begun to discuss the concept of a fire medic model with DSSAB along with updating our tiered/first response agreement. These discussions are part of the corporate strategic initiative for 2017.

### Totals by Type (grouped) From Jan 1 16 to Jun 30 16



## **FORT FRANCES FIRE RESCUE SERVICE**

### Administrative

In addition to the fire medic strategic initiative, we additionally are in the process of updating our E&R bylaw, however not having a clear picture of the future of the mill has generated some consternation related to requirements for service delivery. We will have to complete this initiative in 2016, with the current understanding of the occupancies existing position if a status change is not made shortly. The final strategic plan initiative includes completing negotiations with the fire fighters union, however we are still currently meeting to resolve positions as of the end of June.

Rod Davis retired as of the end of June and his position has been filled by an internal candidate. The successful applicant is experienced part-time fire fighter, Gavin Payne. Gavin will be a positive addition to the organization and we welcome him in his new role.

Staffing limitations from a career perspective are problematic, and with the changing demographic related to work positioning in the district, our volunteer force does not have the same robust capacity that it once had. Other options may have to be explored to engage personnel to a level required to respond in a consistent manner.

### Public Education

Public education activities in the first half of 2016 includes, school programming, hall tours, senior visits, and media campaigns over the course of emergency management week and the spring burn season. We have continued to develop public private relationships that can be built to support the interest of fire safety, and public education, and these opportunities are critical to the development of a fire safe community.

The preplanning regimen allowing us to have a sound knowledge of the building stock in the community is underway, with data being gathered and imputed to achieve our end goal. Our second initiative to expand the use of home alarms has not been started yet as the intent is to

## FORT FRANCES FIRE RESCUE SERVICE

complete this in conjunction with a home inspection program. This will be an incentive program, which will promote the installation of monitored alarm systems in all occupancies in the community. The intent will be to start this project in September of 2016 once we understand the entire impact of the Fire Underwriters Survey.

### Emergency management

The Fort Frances Fire Rescue Service had a quiet first half of the year year related to emergency management activities so far in 2016. The only activity slated for the year so far is an exercise and training session that will bring us into compliance for 2015 and complete a portion of the criteria for 2016. All compliance activities will be completed by October of 2016. This will provide a complete compliance record for 2015 and 2016

### Training

As of the end of June in 2016 all of our personnel are compliant the requirements of the National Fire Protection Standard (NFPA) professional qualification standard for firefighting, and we have an effective advanced level of training development for personnel related to truck operation, incident safety and supervision. Training will continue for new recruits under the direction of Fire Fighter Dokuchie.



Active call, however these are the types of Incidents that we train for

## FORT FRANCES FIRE RESCUE SERVICE

### 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. Challenges consistently are emerging, however we are committed to providing information and reports related to any of the risks that exist within this community. I am confident that they will be addressed with the same level of consideration, leadership, and good judgement that Council has demonstrated in the past. Council has the ultimate responsibility to set the level of protection based on local needs and circumstances, and I trust this will be done in the same prudent manner as done in the past. My commitment to Council will be to ensure that all information necessary to make good decisions is provided in a timely and concise manner and to support the needs of the community.

Thank you



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



## **COMMUNITY SERVICES DIVISION**

### **SEMI ANNUAL REPORT JANUARY TO JUNE 2016**

Mr. Mayor, Fellow Councillors, Staff, Media and Town Citizens, it is a pleasure to report to you this evening on the activities of the Community Services Division of the 6 months from January to June of 2016. The Community Services Division has 10 physical locations under its purview and various other programs, services, and committees to administer.

The **Fort Frances Children's Complex** is still boasting strong enrollment at the main centre and all the school programs. There was an exciting expansion at the Centre this Spring in the way of an additional toddler space that can benefit an additional 10 children. The ballooning wait lists made the decision easy for Council in an attempt to assist more families in the community with child care.

The **Fort Frances Public Library** has had a prosperous start to 2016 with encouraging attendance to community programs with thousands of patrons passing through the gate counter. The library board is currently engaged in a CEO recruitment effort as our stalwart leader, Alicia, has tendered her resignation for a great opportunity for her family in Southern Ontario. We wish her all the best in her new position and thank her for her terrific tenure with the Fort Frances Public Library Technology Centre.

The following are the highlights from the **Museum** for the first half of 2016.

#### **Visitors**

Jan - May 2016: 1414 (compared to 1270 in 2015)

#### **Exhibits**

- Jan-April: Portrait Photography – photos used from our own collection.
- May-Aug: Rainy River Roots – area early settlement
- Sept-Dec: Fibre Arts Festival – our first juried exhibit (upstairs)
- Oct: Battle of Hong Kong
- Nov-Dec: Threadworks

#### **Things to Note:**

- Intern Bethany Waite (museum studies graduate hired thru NOHFC - \$31,500), nearing end of one-year term (July 26). She has inventoried our collection, ensured database is up-to-date including location of artifacts, re-organized storage areas and made recommendations for culling. Also updated Facebook weekly, curated current exhibit, helped train students and volunteers on the database and collections care procedures, and, along with summer intern, created social media plan. A huge help.
- Summer intern Julia Piskiewicz (no cost to us), student in final semester of Museum Studies, is undertaking our interactive programming project, so researching our permanent exhibit themes and designing content for tablets. Also working with Customs to transfer material on Hallett from their archives to Museum. Very smart, confident young woman.



- Three university students and one high school hired under four grants. They oversee school visits and summer programming, and working on Canada 150 research. Also continue work on our digitization projects (newspapers primarily) and add photos of our collection to the database.
- Volunteer Nell Laur has inventoried and labeled our map collection, and now digitizing our photo collection. Very competent and tech savvy.
- In addition to student grants, museum has applied for three others: MAP (\$4300) to fund traveling exhibit in 2017, NOHFC (\$31,500) for another intern position, and CMOG (\$21,000), our yearly government grant that depends on us meeting museum standards, due June 30th.
- Ran a successful native fashion show in February, and, with 'Friends' support, Saturday arts programming for children and adults through the winter. 'Friends' has also applied for funding for our interactive programming.
- Very busy six months. Will continue to get busier as we ramp up for Canada 150. This includes our partnership with Merv Ahrens and Jim Cumming on the Tener photograph project.

The **Sister Kennedy Centre**, under the leadership of a new manager Cindy Noble has experienced a successful Spring with several Seniors frequenting the Centre on a weekly basis for programming, coffee, and fitness classes. The SKC played host to the Summer Games with almost 100 participants! Many travelled from other senior centres outside our district were thrilled with the event. A great time was had by all! This Spring there was also an operational review of activities and management of the SKC that was approved by Council.

Along with a busy end to the hockey & skating season this Spring the **Memorial Sports Centre** patrons are embracing the upgraded booking and membership software, ActiveNet that makes it easy for customers to register for programs online. The Sports Centre is about to engage in the popular summer programs for young students with higher enrolment than ever this year. Fitness continues to be at the forefront for many people in Fort Frances with over 400 regular active participants in the fitness & pool area. The MSC is poised to begin an action-packed fall and winter schedule of activity on the rinks.

The **Sorting Gap Marina** has again had a busy start to the summer with a complement of new young staff members with many regulars stopping by for ice cream and refreshments. The Marina will also play host to the Fort Frances Canadian Bass Championship again this year and the Dragon Boat Festival rescheduled for later this summer.

**Sunny Cove Camp** is enjoying Town capital funding and Moffat grant funding for the 3rd year that will greatly improve the camp infrastructure for the enjoyment of our 6 weeks of youth camps and numerous other functions being hosted. In June, there was a community brainstorming session held at the Camp to solicit ideas from interested community members regarding the future potential of the camp for youth programming and economic development opportunities.

**Other activities** that the division has been involved with in the first half of the year are the July 1<sup>st</sup> celebrations, Multiuse Tennis Court Development, Sports Tourism, Age Friendly Community, and Community Transportation Services.

Overall the **Community Services Division** has experienced a demanding and fruitful first half to 2016 and would like to extend our sincere appreciation to all our patrons and residents who encourage us daily to deliver the best service possible to our community.



## **Administration and Finance Executive Committee Chair Report – July 2016**

Mayor Avis and fellow Councillors, citizens, media and staff, as the Chair of the Administration & Finance Executive Committee, it is my pleasure to report to you this evening on the Administration & Finance 2016 activities for January to June.

The Administration and Finance Executive Committee consists of Chair and two Council Members, being Councillor Wendy Brunetta and Councillor Paul Ryan. The Committee generally meets on the first and third Tuesdays of every month, being the week before Council Meetings with the exception of July & August; the Committee meets on the first Tuesday for the summer months. Numerous budget, property and taxation minutes of settlement and 357/358 applications, requests from groups/organizations for financial support, legal and policy matters are referred to this Committee for recommendations and then proceed back to the whole of Council for approval.

BDO Canada LLP has completed the Town's annual audit for the fiscal year ending December 31, 2015. The fiscal year ended with a General Fund operating surplus of \$117,930. The Auditor's completed their presentation to Council in June and the audited financial statements have been received.

The Public Meeting introducing the 2016 Budget was held on May 9<sup>th</sup> followed by the passing of the authorizing By-Law to adopt the General Operating estimate of \$21,604,520, which represents the amount required for municipal operating purposes during this fiscal year including the school board levies of \$1.7 Million; the Capital Budget of \$12,164,941 will be financed through a combination of Federal and Provincial Government Grants, Reserve Funds and contributions from others. No new long-term debt will be required this year; and the Water & Sewer Operation Funds of \$5,111,800 will be financed by the water & sewer rates/billings; for total corporate budget of \$38.88 Million.

The finalized budget resulted in an overall operating budget decrease of \$387,660 as compared to 2015, even though the Ontario Municipal Partnership Funding (OMPF) revenue for 2016 was reduced, the decrease was mainly due to the benefits of the new provincial policing model, slight increase in operational revenue, and all assessment classes benefited from the reduction of education tax rates as set by Provincial Regulation. The Industrial class continues to be subject to municipal levy restriction resulting in the shifting of tax burden to the other unrestricted property classes.

Page 2

Although there was a 1.36% increase in the overall municipal & school levy for the properties in the residential class, due to assessment increase the actual tax rate for the residential property class was a decrease of 1.48%. Properties in the Farmland, Commercial and pipeline classes also realized a decrease in their tax rate while Multi-residential, Industrial and Large Industrial classes had a slight tax rate increase.

To date the Town has received 50% (\$1.47 M) its \$2.94 Million Ontario Municipal Partnership Fund (OMPF) allocation for 2016 which is a reduction of \$49,500 from last year. The Province continues its commitment to upload the municipal share of the costs of the Ontario Drug Benefit (ODB) program, the Administration component of the Ontario Disability Support Program (ODSP) and Ontario Works Benefits with the 2016 phased upload addition the Ontario Works Administration component, which are administered by the Rainy River District Service Administration Board and the Court Security and Prisoner Transportation.

The Town of Fort Frances has already received or will receive significant Provincial and Federal funding for capital projects such as the Canada-Ontario Small Communities Fund of \$1.89 Million for the Colonization Road East road reconstruction project; OCIF formula based funding of \$165,606 is allocated for the Phair Ave from 3<sup>rd</sup> St to 6<sup>th</sup> Street project; and combined Northern Ontario Heritage Funding & Federal funding of \$1.285 Million for the development of a Market Square.

The Federal Gas Tax funding allocation for 2016 is \$876,304 has been earmarked for the connecting link road reconstruction and sidewalk reconstruction projects.

Monthly Administration & Finance department stats, reporting on revenues received, accounts receivables, taxes outstanding, water & sewer receivables and Provincial Offences continue to provide transparency and accountability of the finance department. Council is provided regular financial summary reports thereby monitoring the corporation's financial condition throughout the year. The June 30, 2016 financial statement indicates a current surplus of \$7.271 Million and to date with no major concerns have been made known at this time.

There was a good response for the Request for Proposal for the supply, integration and implementation of a consolidated municipal financial system for the corporation which closed on June 14, 2016. Council will have an Admin & Finance Executive Committee recommendation before you tonight to move this

Page 3

important strategic plan project forward. The intent for this RFP is to replace the existing financial system and implement a more modern, comprehensive, and flexible financial information system that takes advantage of new technology and provides our taxpayers with one-stop service.

The past 6 months have not been without challenges, as we continue to be significantly impacted by taxation write-offs through 357 Applications, Minutes of Settlement and ARB decisions. However, the Administration & Finance Executive

Committee will continue to meet those challenges and are committed to ensuring that effective financial monitoring controls continue.

On behalf of the A & F Executive Committee, I would like to say that it has been rewarding and is a pleasure to serve Council and the residents of Fort Frances on the Administration & Finance Executive Committee and wish everyone a happy and safe summer.



E-Mail: [dragonboatff@gmail.com](mailto:dragonboatff@gmail.com)  
 Like: [facebook.com/dragonboatff](https://facebook.com/dragonboatff)  
 Visit: [www.boundarywatersdragonboat.com](http://www.boundarywatersdragonboat.com)

June 27<sup>th</sup>, 2016

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



**RE: INTERNATIONAL BOUNDARY WATERS DRAGON BOAT FESTIVAL RESCHEDULE OF EVENTS**

Dear Mayor and Council:

As you may know, on June 25<sup>th</sup> our festival organizers and participants had to make a pain staking decision to postpone our festival due to the weather related devastation of our festival site, and with respect to the ultimate safety of our paddlers both on the original date and the following day, Sunday the 26<sup>th</sup>. We then consulted with the production officials, coaches and partners and they generously offered to return for us to hold the festival on the new date of Saturday, September 17<sup>th</sup>, 2016.

With this new date set and our partners' reassurances, we respectfully request the following support from the Town of Fort Frances for the new festival date of Saturday, September 17<sup>th</sup>, 2016.

1. Authorize the use of Town picnic tables. The Boundary Waters Dragon Boat Festival Committee will organize and arrange for their pick up and return with Sunset Dynasty Construction;
2. Supply the International Boundary Waters Dragon Boat Festival with the necessary documents to facilitate closing the road to accommodate the needed team and public participation areas from the street side of the Sorting Gap Marina Building (allowing all traffic access to the boat launch) to Butler Avenue;
3. Allow the International Boundary Waters Dragon Boat Festival Committee to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event;
4. Allow access for electrical power;
5. Ensure extra garbage cans at the site.

Thank you for your consideration, and we look forward to discussing our request in greater detail at your convenience.

Sincerely,

**Greg Thorstad, President  
 Boundary Waters Dragon Boat Foundation  
 & Festival Organizer**

**TOWN OF FORT FRANCES**

**BY-LAW NO. 21/14 - C**

(Being a by-law to amend by-law 21/14, being a by-law for the regulation of traffic on the highways and regulating the use of highways by pedestrians or vehicles within the Municipality. The *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Highway Traffic Act*, R.S.O. 1990, CH.8.)

**WHEREAS** the Corporation of the Town of Fort Frances is authorized to regulate traffic on the highways and to regulate the use of highways by pedestrians or vehicles within the Municipality,

**AND WHEREAS** on June 13, 2016, Council approved a report from the By-law Enforcement Department recommending an amendment to the Traffic Control By-law regarding a fire lane and handicap parking stalls for the Fort Frances Library & Technology Centre.

**AND WHEREAS** on June 27, 2016, Council approved a report from the By-law Enforcement Department recommending an amendment to the Traffic Control By-law regarding handicap parking stalls for the Fort Frances Children’s Complex.

**NOW THEREFORE** the Municipal Council of the Corporation of the Town of Fort Frances **HEREBY ENACTS** as following:

<b><u>TOWN OF FORT FRANCES</u></b>		<b><u>BY-LAW NO. 21/14</u></b>
<b><u>FIRE ROUTES</u></b>		<b><u>SCHEDULE “B-1”</u></b>
<b><u>NO.</u></b>	<b><u>STREET</u></b>	<b><u>LOCATION</u></b>
13.	Fort Frances Library & Technology Centre 600 Reid Avenue.	RIVR PT LOT 24 PCL 9272 & 12718.

<b><u>TOWN OF FORT FRANCES</u></b>		<b><u>BY-LAW NO. 21/14</u></b>
<b><u>HANDICAPPED PARKING ONLY</u></b>		<b><u>SCHEDULE “C”</u></b>
<b><u>NO.</u></b>		
24.	The first six (6) designated parking stalls numbered B1, C1, D1, E1, F1, and G1 in the Fort Frances Library & Technology Centre’s parking lot.	
25.	The first two (2) designated parking stalls located south of the main entrance to the Fort Frances Children’s Complex, on the east side of the parking lot.	

READ THREE TIMES and finally passed in open Council this 11<sup>th</sup> day of July 2016.

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

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

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/16**

(Being a by-law to authorize a license agreement for purposes of Gunner Outreach – deploy and display artillery at the Memorial Sports Centre parking lot with Her Majesty the Queen in Right of Canada as represented by the Minister of National Defense - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS On June 27, 2016, Council approved a recommendation from the Community Services Executive Committee to approve a license agreement with the Minister of National Defense to allow an artillery display in October 2016 in the parking lot of the Memorial Sports Centre.

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

- 1. That the license agreement with Minister of National Defense, 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 11<sup>th</sup> day of July 2016.

DRAFT

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

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

## LICENSE AGREEMENT

### BETWEEN:

\_\_\_\_\_(the "LICENSOR")

### AND

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by  
the Minister of National Defence (the "LICENSEE")

**WHEREAS** the LICENSOR is the owner of the land located at  
\_\_\_\_\_ in the Province of Ontario. (The "Premises");

**AND WHEREAS** the LICENSEE has requested permission from the LICENSOR to use  
the Premises for the purpose of Ex GUNNER OUTREACH 16.

**THIS AGREEMENT WITNESSES** that in consideration of the terms and conditions set out  
herein and the sum of One Dollar (\$1.00) and such other good and valuable consideration (the  
receipt and sufficiency of which are hereby acknowledged), the LICENSOR hereby grants  
permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other  
purpose, subject to the following terms and conditions:

#### 1. DESCRIPTION OF PROPERTY AND ACTIVITIES

The LICENSOR agrees that the LICENSEE may enter and use the Premises for the following  
purposes: Deploy 105mm Howitzers for display and urban deployment training on 15 October  
2016.

#### 2. TERM

The term of this agreement shall be from 15 October 2016 **until** 16 October 2016. This  
Agreement may be terminated on written consent of both parties.

#### 3. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

#### 4. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves  
harmless the LICENSOR, its servants, agents, and employees and their heirs, executors,  
administrators, successors and assigns, from and against all injury, damage, actions, causes of  
actions, suits, claims and demands of whatsoever nature which may result or may be brought or  
made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on  
account of any damage to the property of the LICENSOR or in connection with any loss, damage  
or injury in any manner based upon, arising out of or incidental to the exercise or purported  
exercise by the LICENSEE of the license granted herein. This provision shall survive the expiry  
or earlier termination of this agreement.

#### 5. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her  
occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents,  
employees or licensees.

## **6. DAMAGES**

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to “force majeure”, which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

## **7. RESPONSIBILITIES**

a) The LICENSEE shall be responsible at its own cost and expense for all maintenance directly associated with its use of the Premises, including, without limitation: janitorial services, garbage removal, snow removal and any necessary repairs or rehabilitation of the Premises.

b) On termination or expiry of this agreement, the LICENSEE shall remove the all improvements, property or other assets from the Premises and remove all garbage and debris (including ordinances) that resulted from the LICENSEE’s use of the Premises during the term of this agreement and leave the Premises in a clean and safe condition, restored as much as possible to its original state. The LICENSOR will permit the LICENSEE to access the Premises for the purposes described above. This section shall survive the termination or expiry of this agreement.

c) The LICENSEE shall be responsible for settling any third party claims against the Crown in Right of Canada as a result of its use of the Premises.

d) The LICENSOR will not restrict the LICENSEE’s access to the Premises during the term of the agreement. The LICENSOR makes no representations as to the suitability of the Premises for the proposed use of the LICENSEE. The parties agree that access to the Premises and the quality of that access is the responsibility of the LICENSEE.

e) The LICENSEE shall be responsible for securing the Premises and restricting public access as required ensuring public safety.

f) The LICENSOR has the right to inspect the Premises at any reasonable time to ensure the LICENSEE’s compliance with this Agreement.

## **8. ENVIRONMENTAL DAMAGE**

The LICENSEE will be solely responsible for any environmental damage or adverse effects to the Premises and any environmental clean-up or rehabilitation that may be required as a result of the LICENSEE’s use of the Premises. The LICENSEE is not liable for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the LICENSOR during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

This section shall survive the expiry or termination of this Agreement.

## **9. GOVERNING LAW**



This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of **Ontario**, including the laws of Canada.

**10.** It is agreed that the LICENSOR and LICENSEE may act through any designated individual for the purposes of this Agreement. Notices provided by one Party to another shall be in writing, and shall be deemed sufficiently given when sent by facsimile or e-mail to the addressees set out below. Notice shall be deemed to have been received: (if delivered by facsimile, at the time that it is delivered provided the sender has appropriate electronic confirmation of delivery; and (iv) if delivered by e-mail, upon acknowledgment of receipt by the recipient. Notice of change of contact information shall also be given by these provisions. Communications shall be addressed as follows:

If to the LICENSOR:

If to the LICENSEE:

**IN WITNESS WHEREOF** this agreement has been executed by the \_\_\_\_\_ or delegated authority and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, this \_\_\_\_ day of \_\_\_\_\_ **2016**.

SIGNED, SEALED AND DELIVERED  
in the presence of

**HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA, AS REPRESENTED  
BY THE MINISTER OF NATIONAL  
DEFENCE**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TOWN OF FORT FRANCESBY-LAW NO. xx/16

(Being a by-law to authorize a joint use agreement between the Rainy River District School Board, the Northwest Catholic District School Board and the Corporation of the Town of Fort Frances to provide for the joint use of outdoor facilities)

WHEREAS on July 11, 2016, Council approved a recommendation from the Community Services Executive Committee to enter into a joint use agreement with Rainy River District School Board and Northwest Catholic District School Board for joint use of outdoor facilities located at St Francis School (known as St Francis Sports Field);

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

1. That the agreement between the Rainy River District School Board, the Northwest Catholic District School Board and the Corporation of the Town of Fort Frances in the form attached hereto as Schedule "A" to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

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

## JOINT USE AGREEMENT

This agreement made this 9<sup>th</sup> day of May 2016.

BETWEEN:

The Northwest Catholic District School Board  
(Hereinafter called the "Catholic Board")

And

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

And

The Rainy River District School Board  
(Hereinafter called the "Public Board")

Where necessary, the term School Boards, may be substituted for the terms Catholic Board and Public Board.

WHEREAS the three parties are desirous of entering into an agreement for the joint use of the outdoor facilities located at St. Francis School

1. ~~St. Francis School~~
2. ~~Fort Frances High School~~

which shall be referred to as the St. Francis Sports Fields consisting of the St. Francis playing fields including the ~~development of the~~ Multiuse Courts (Appendix A).

Now, therefore, it is agreed by and between the parties hereto as follows:

1. Management

That a Management Committee, consisting of two individuals from each party, be struck to oversee the operation of the facilities and that the Committee be empowered to develop and maintain its own procedures relative to the committee's assigned responsibilities.

2. Terms and Access

a. School Boards

The School Boards shall have use of the Sports Fields facility between the hours of 8:00 a.m. and 5:00 p.m. during days that school is in session as required by the Ministry of Education, and any other statutes of the Province of Ontario and at other times for activities sponsored by the School Boards.

The School Boards shall have first right of access ~~to that portion of the Sports Fields facility located on their respective properties~~ while the Town shall have second right of access.

b. Municipal Use

The Town shall have use of the Sports Fields between the hours of 5:00 p.m. and 11:00 p.m. during the months of September to **the end of** June and between the hours of 7:00 a.m. and 11:00 p.m. during the months of July and August except on those days as provided in section 2a.

In order to maximize usage and eliminate scheduling conflicts the Town will assume responsibility for scheduling and issuing of permits to all users. All schedules will be completed at the Memorial Sports Centre by completing a Facility Use Application form. If the application is approved, a permit will be issued by the Town affirming dates, times and facility(s) that have been authorized.

- c. This agreement may be terminated at any time the three parties agree the Sports Fields facilities are no longer ~~usable~~ of use, or upon written notice by any party at any time after the year 2036.
- d. It is understood and agreed that the parties for the purposes of using the Sports Fields facilities shall have right and direct access to the lands on which the Sports Fields facilities are located.

3. Operating Regulations

- a. When a program, activity and/or event is scheduled which involves the use of the Sport Fields facilities, each party shall be fully responsible for the provision of all supervisory or other staff required during its respective program, activity and/or event.
- b. Each party shall carry liability and property damage insurance of at least \$6,000,000.00 to protect itself from claims arising out of its use of the Sports Fields facilities.
- c. Each party shall arrange to have the other parties to this Agreement named as Additional Insureds with respect to claims that arise of their use of the property and responsibilities under this Joint-Use Agreement. Certificates of Insurance shall be exchanged by the parties to this Agreement upon signing **and renewal of their respective policies**.
- d. Each party shall occupy the premises in a careful, safe, lawful and proper manner, and shall so conduct its activities in or about the Premises as not to endanger any property and any person thereon; and with the sole exception of claims arising entirely by reason of an Act of God, shall indemnify and save harmless the other parties to this Agreement, against any and all claims and costs arising in any way of their responsibilities under this Joint-Use Agreement, or out of their occupation of the premises, unless caused by the negligence of one of the other Parties of this Agreement.

4. Site Development

The location, type and installation of any playground facility and/or building are subject to final approval of the respective school board in whose name ownership of the property is held.

5. Alcohol and Drug Consumption

No alcohol or drug consumption is permitted on these fields at any time.

6. Maintenance Costs

The Town shall be ~~primarily~~ responsible for the maintenance and operating costs of the St. Francis Sports Fields facility.

~~It is agreed that each party shall contribute equally, as budgeted from time to time, towards the capital costs of maintaining and equipping the Multiuse Courts.~~

~~The RRDSB Board shall be primarily responsible for the periodic maintenance of the low maintenance Multiuse Courts during daytime hours for school board use.~~

~~The town shall be primarily responsible for the period maintenance of the low maintenance Multiuse Courts during evening hours, days when school is not in session as provided in section 2a, and for the utility costs associated with lighting the courts.~~

## 7. Review Process

~~All parties agree to conduct a review of the Sports Fields facility, through the use of Management Committee ad hoc committee, with a two representatives from each party, to determine the adequacy of the facility in meeting the needs of the school and community programs.~~

~~This review is to be held annually or as necessary, commencing in 2016, with a written report submitted by the Committee to each party.~~

## 8. Dispute Resolution

~~a. Where the Management Committee is unable to reach an agreement on those matters requiring an immediate resolution, the dispute shall be submitted to a Tripartite Committee consisting of the Chief Executive Officers of each party. appropriate supervisors from the senior administration of each party. The tendering of the dispute to the Tripartite Committee may be in writing or presented verbally.~~

~~b. Where the parties cannot resolve the dispute, as per article 8a, then the dispute shall be submitted to the tripartite committee whose members shall include the Chief Executive Officer of each party.~~

~~c. In the event the parties are unable to resolve the dispute as per section 8b, the issue shall be submitted, in whole or in part, as agreed to by the Tripartite Committee established in section 8b, to their respective elected representatives for their consideration and direction.~~

~~d. If there are matters remaining in dispute, then the parties agree to submit the issue(s) to a third party for final resolution.~~

## 9. Use

~~a. The parties may consult each other in relation to the use of present and future school buildings, recreation centres and park lands that may be available for recreational purposes.~~

~~b. The school boards reserve the right to withhold future development of any lands configured within the designated property during the term of this agreement if the building requirement of the school boards requires use of the land. Consideration of community based facilities will be incorporated into any planning requirements.~~

10. Any notice required or permitted to be given hereunder, shall be sufficiently given if served personally, or may be given by registered mail postage prepaid addressed to:

The Directors of Education at:

Northwest Catholic District School Board  
555 Flinders Avenue  
Fort Frances, ON  
P9A 3L2

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

And the Clerk at:

Town of Fort Frances  
P.O. Box 38  
Fort Frances, ON  
P9A 3M5

and if mailed as aforesaid, the notice shall be deemed to have been received and be effective on the first business day after mailing. Either party may change its address for service at any time by notice given to the other in the manner aforesaid.

11. This agreement shall ~~inure ensure~~ to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

NORTHWEST CATHOLIC  
DISTRICT SCHOOL BOARD

TOWN OF FORT FRANCES

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Education

\_\_\_\_\_  
Clerk

RAINY RIVER  
DISTRICT SCHOOL BOARD

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Director of Education

## **Appendix A**

### **Multi-Use Courts Terms and Conditions**

#### **Terms of Access**

As per Article 2, the Public Board, shall have first right of access and the Catholic Board shall have second right of access for use of the Multi-Use Courts between the hours of 8:00 a.m. and 5:00 p.m. during days that school is in session as required by the Ministry of Education, and any other statutes of the Province of Ontario and at other times for activities sponsored by the School Boards.

The Town shall have use of the Multi-Use Courts between the hours of 5:00 p.m. and 11:00 p.m. during the months of September to **the end of** June and between the hours of 7:00 a.m. and 11:00 p.m. during the months of July and August, except on those days as provided above.

#### **Scheduling**

In order to maximize usage and eliminate scheduling conflicts, the Town will assume responsibility for scheduling and issuing of permits to all users of the Multi-Use Courts. All schedules will be completed at the Memorial Sports Centre by completing a Facility Use Application form. If the application is approved, a permit will be issued by the Town affirming dates and times that the Multi-Use Courts have been authorized for use.

#### **Maintenance and Capital**

The School Boards shall be responsible for the upkeep (i.e. sweeping) of Multi-Use Courts during daytime hours for school board use.

The Town shall be responsible for the upkeep (i.e. sweeping) of the ~~low maintenance~~ Multi-Use Courts during evening hours and days when school is not in session.

It is agreed that each party shall contribute equally, as budgeted from time to time, towards the costs of maintaining the court surfaces and net systems. This is limited to the application of surface treatments, the painting of new lines, and repairs and replacement of nets.

It is agreed that the Town shall be responsible for all other capital and maintenance costs for the Multiuse Courts.

The Town shall be responsible for all utility costs associated with the Multi-Use Courts.

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/16**

(Being a By-Law to authorize execution of a site plan control agreement as a condition of development with Syncor Contracting Limited - *The Planning Act*, Section 41)

**WHEREAS** Council, on March 7, 2016 executed By-law 13/16 which approved the Agreement of Purchase and Sale for certain property located at 0 Front Street and 625 Nelson Street;

**AND WHEREAS**, the Official Plan in effect for the Town of Fort Frances designates the entire Town as a site plan control area.

**AND WHEREAS**, the entering into of a Site Plan Control Agreement is one of the sales conditions required of the purchaser by the Town as part of the Agreement of Purchase and Sale authorized under By-law 13/16.

**AND WHEREAS** Council of the Town of Fort Frances at its meeting held May 9, 2016 approved the report from the Interim Municipal Planner to designate Pt Lot 151 and Lots 152 to 154 on Plan ALB as a Site Plan Control Area and further that a Site Plan Agreement be approved;

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

1. That lands municipally known as Lots 152, 153 & 154 and Pt Lt 151 Town Plot Alberton, Fort Frances (0 Front Street and 625 Nelson Street) are hereby designated a site plan control area and shall be regulated by this by-law and the requirements set out in Schedule 'A' attached hereto between Syncor Contracting Limited and the Corporation of the Town of Fort Frances.
2. This by-law shall come into force and take effect upon the final passing thereof.

READ THREE TIMES and finally passed in open Council this 11<sup>th</sup> day of July 2016.

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R. Avis, MAYOR

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E. Slomke, CLERK



## SITE PLAN AGREEMENT

THIS AGREEMENT made this 4<sup>th</sup> day of July, 2016.

B E T W E E N:

Syncor Contracting Limited  
(the "Owner")

- and -

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

## WHEREAS:

- A. The Owner is the owner of the lands and premises (the "Lands") legally described as Pcl 151-1, Sec ALBTP; Lt 152 Town Plot Alberton; Pt Lt 151 Town Plot Alberton designated as Pt 1 & 2, 48R3781; Fort Frances (PIN 56018-0199), and Pcl 153-1, Sec ALBTP; Lt 153 Town Plot Alberton; Lt 154 Town Plot Alberton; Fort Frances (PIN 56018-0201), being all of the said parcels;
- B. The Owner wishes to construct, in and on part of the Lands, a new 5 unit residential townhouse complex (herein sometimes referred to as the "Development");
- C. By an application dated June 9, 2016, the Owner applied to the Municipality for site plan approval in respect of the Development;
- D. The Owner has submitted to the Municipality the Plans and Drawings (as "Plans and Drawings" are defined in paragraph 2 of this Agreement) in respect of such Development by the Owner of the Lands; and
- E. s. 41(10) of the Planning Act, R.S.O. 1990, c. P.13, as amended (the "Act") permits the registration of this Agreement against the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Owner and the Municipality (collectively the "Parties", individually a "Party") hereto agree one with the other as follows:

1. Any schedules referenced in this Agreement as being attached shall be deemed to form part of this Agreement.
2. In this Agreement, "Plans and Drawings" means the plans and drawings (and any accompanying materials) referred to in **Schedule 1** of this Agreement. The Parties acknowledge that, from time to time, the Plans and Drawings may, with the prior written acceptance of the Municipality, be revised, and if the Municipality provides its acceptance for any revision:
  - (a) the date of the Municipality's acceptance to such revision shall be deemed to be included in **Schedule 1**;
  - (b) **Schedule 1** shall be deemed to be amended to reflect such revision and the Municipality's acceptance thereof; and
  - (c) wherever there is, in this Agreement, any reference to Plans and Drawings, such reference shall be and be deemed to be to the Plans and Drawings so revised with the prior acceptance of the Municipality, and any and all obligations, responsibilities, and/or otherwise of the Owner to construct and/or otherwise under or pursuant to this Agreement shall be deemed to reference, apply, and have regard to (and the Owner shall follow and adhere to), the Plans and Drawings so revised.

The Owner shall, further:

- (A) obtain, from any and all authorities having jurisdiction, any and all approvals required for any proposed revision to Plans and Drawings and/or to any and all changes to design, construction, and/or otherwise as may be shown and/or contemplated therein and thereby; and
- (B) when submitting and making application to the Municipality in respect of revisions to any and all Plans and Drawings, include with such application any and all approvals applicable and/or required to be obtained from any and all authorities having jurisdiction.
3. The Owner:
  - (a) covenants and agrees to develop the Lands and construct and build all buildings,

-2-

structures, works, service, facilities, and things, whether internal and/or external to the Lands (all such buildings, structures, works, services, facilities, and things, whether internal and/or external to the Lands, are collectively in this Agreement sometimes referred to as the "Works"), in strict compliance with the Plans and Drawings;

- (b) covenants, warrants, and represents, that the Plans and Drawings submitted to the Municipality are accurate in all respects and comply with the requirements of all authorities having jurisdiction;
- (c) acknowledges that the Owner's application is on the basis of a proposal for the development/construction of 1 new 5 unit residential townhouse complex. The Owner represents and warrants to the Municipality that no deviations or changes shall be made to the Plans and Drawings and no construction shall take place contrary to such Plans and Drawings, without the prior written approval of the Municipality, except such changes as may be required by the Municipality in order that said Plans and Drawings shall comply with all relevant provisions of the building or zoning or other by-laws or laws of the Municipality, and all regulations or laws of any other authority having jurisdiction;
- (d) covenants and agrees that no work shall be undertaken or performed on, or external to, the Lands except in accordance with the terms of this Agreement;
- (e) acknowledges and agrees that compliance with all applicable laws and regulations applicable, including, without limitation, the Ontario Building Code and the regulations thereunder, is mandatory;
- (f) covenants and agrees to perform and satisfy each of the conditions set out in this Agreement, including, without limitation, the conditions set out in **Schedule 2** attached hereto;
- (g) covenants and agrees that, unless otherwise determined by the Municipality's Chief Building Official (the "CBO"), neither the Owner nor any entity under the authority of the Owner shall be entitled to the issuance of one or more permits to construct any buildings, structures, and/or otherwise proceed with any Works or otherwise contemplated under this Agreement until this Agreement has been fully executed and registered on title to the Lands;
- (h) covenants and agrees that it will hold back in its payments to any contractor who may construct services, facilities, or Works or any part thereof, such amounts as may be required under the provisions of the Construction Lien Act, R.S.O. 1990, c. C.30. The Owner shall indemnify and save completely harmless the Municipality from and against all claims, demands, actions, causes of action and costs resulting from any construction being performed, by the Owner, its agents and assigns, and/or any entity acting under the authority of the Owner, and, on demand by the Municipality, the Owner shall take such steps as may be necessary to immediately discharge all liens registered upon or against the Lands or otherwise; and
- (i) covenants and agrees to retain a professional engineer (the "Engineer") who holds a Certificate of Authorization for municipal engineering applications from the Association of Professional Engineers of Ontario to prepare such design of grading, site and external servicing plans, municipal service connection designs, storm water management, and other reports as may be required by the Municipality to be submitted to the Municipality.

The Engineer shall be required to inspect and certify to the Municipality that all Works have been constructed in accordance with the Plans and Drawings, prior to the reduction and/or release of any Letter of Credit (as "Letter of Credit" is defined in paragraph 8 of this Agreement). The certificate, or certificates, shall be in a format acceptable to the Municipality.

4. The Municipality may, by its agents, officers, employees, assigns, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged by it, from time to time enter in and on the Lands or any part thereof as well as any building(s) erected thereon to ensure that any Works required to be provided, constructed, or installed by the Owner comply with this Agreement.
5. The Owner covenants and agrees to provide, arrange for, construct, install, and pay for all Works required to be provided, constructed, or installed by it that are internal to the Lands under the terms of this Agreement to the satisfaction of all authorities having jurisdiction, and in accordance with all municipal requirements and specifications, and in a good and workmanlike manner.

In the event of any of such internal Works not being or having been so constructed, installed, repaired, and/or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that



-3-

may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (a) require the Owner to comply with the terms of this Agreement; and/or
- (b) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and/or maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Town in doing so, and draw on, and utilize, the Letter of Credit as the Municipality deems fit to ensure, require, and/or complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

6. The Owner:

- (a) covenants and agrees to provide, arrange for, construct, install, and pay for the following Works external to the Lands (namely, in, on, and along Municipality lands adjacent to the Lands), namely:
  - (i) to repair and restore to the satisfaction of the Municipality any grounds, fences, and any other works, services, facilities, and otherwise, dug up or damaged during or as a result of the construction or execution of the Development;
  - (ii) any and all Works shown on or spoken to in the Plans and Drawings as being external to the Lands, including, without limitation:
    - 1) the water, storm sewer, and sanitary sewer infrastructure to the property line of the Lands; and
    - 2) concrete driveway approaches as shown on the Plans and Drawings;
  - (iii) hydro-electric power, gas, telephone, and other public utility requirements for the Development; and
  - (iv) any external Works referred to in **Schedule 2**;
- (b) acknowledges that notwithstanding that the above-noted Works may be external to the Lands, it derives a direct benefit from the provision, construction, and installation of such Works and that the Development proposed hereunder could not be accommodated without the existence of such Works;
- (c) covenants and agrees:
  - (i) to construct or install all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement to the satisfaction of the Municipality and any other authority having jurisdiction, and in accordance with all municipal specifications, and in a good and workmanlike manner; and
  - (ii) that once all Works required to be provided, constructed or installed by it that are external to the Lands under the terms of this Agreement have been completed in accordance with the Plans and Drawings and all specifications of the Municipality and any other authority having jurisdiction, and in a good and workmanlike manner, it shall maintain such Works in such condition until this Agreement is amended or otherwise released from title;
- (d) guarantees the workmanship and materials for the construction and installation of the external Works and to maintain same free of defects for a period (in this Agreement sometimes referred to as the "Maintenance Period") of 2 years from the date of certification by the Municipality of substantial completion thereof. The Owner covenants and agrees that it shall promptly and properly repair all defects in such external Works to the complete satisfaction of the Municipality.

In the event of any of such external Works not being or having been provided, constructed, installed, repaired, and/or maintained to the satisfaction of the Municipality, and/or if the Owner is otherwise in default of this Agreement, the Municipality shall, without limitation and without prejudice to any and all other remedies that may be available to it, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to:

- (i) require the Owner to comply with the terms of this Agreement; and/or

-4-

- (ii) do or cause to be done whatever the Municipality deems necessary for or to ensure compliance with this Agreement (including, without limitation, the right to install, construct, and/or maintain any and all such Works)

all at the Owner's sole cost and expense, and to recover any and all costs and expenses (including, without limitation, all legal and related costs) expended or incurred by the Town in doing so, and draw on, and utilize, the Letter of Credit as the Municipality deems fit to ensure, require, and/or complete, compliance, and pay all costs and expenses incurred thereby from the proceeds so drawn.

The Owner acknowledges that any action or non action taken by the Municipality or by anyone on its behalf, including, without limitation, relating to the removal of snow and ice, or sanding, or cleaning of any roads, or permitting the connection of additional services to any of the external Works herein required to be constructed or installed, during the guarantee and Maintenance Period or otherwise, is without prejudice to the Municipality's right to enforce any and all provisions of this Agreement.

7. The Owner covenants and agrees to pay to the Municipality, upon execution of this Agreement, a planning application and processing fee in the amount of \$962.00 plus HST.
8.
  - (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and agrees to file and maintain with and for the benefit of the Municipality, on the execution of this Agreement, a letters of credit (the "Letter of Credit") in the amount set out in **Schedule 3** attached hereto. The Letter of Credit shall be in a form satisfactory to and approved by the Municipality, and the Owner covenants and agrees that the Letter of Credit shall be kept in full force and effect and that it will pay all premiums as the said Letter of Credit become due or until such time as set out in **Schedule 4**.
  - (b) The Owner hereby acknowledges and agrees that should there be a deficiency in and/or failure to carry out any work, matter, and/or thing required under or by this Agreement, and the Owner fails to comply, within 30 days written notice (except in an emergency situation or other exigent circumstances requiring immediate response, in which case verbal notice less than 30 days shall be deemed sufficient) with a direction to carry out such work, matter, and/or thing, the Municipality may, without limitation, draw on the Letter of Credit or any of it to the extent necessary and complete all outstanding Work, matters, and/or things, enter onto the Lands as necessary for any and all such purposes, and pay all costs and expenses incurred thereby from the proceeds so drawn.
  - (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the Letter of Credit to complete any Work, matter, and/or thing required to be done, observed, and/or performed by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that, notwithstanding anything contained in this Agreement, in the event that the Municipality determines that any reduction in the Letter of Credit will create a shortfall with respect to securing the completion of any Work, matter, and/or thing remaining to be carried out, observed, and/or performed by the Owner pursuant to this Agreement, the Municipality:
    - (i) shall not be obligated to reduce the Letter of Credit until such time as such Work, matter, and/or thing is satisfactorily completed or the Municipality has sufficient Letter of Credit to ensure that such work, matter, and/or thing will be completed; and
    - (ii) may request additional letters of credit for such additional amounts as the Municipality determines is necessary to fully secure the completion of any Work, matter, and/or thing remaining to be carried out, observed, and/or performed by the Owner pursuant to this Agreement, and the Owner shall and does hereby agree to provide same within 30 days of demand by the Municipality therefor.
  - (d) Wherever in this Agreement a letter of credit is required to be filed with the Municipality, the Owner may deposit with the Treasurer of the Municipality cash or certified cheque in an amount equal to the Letter of Credit and such deposit shall be held by the Municipality as security to be utilized in a like manner as the letters of credit referred to above and/or otherwise as required or permitted by this Agreement, provided that no interest shall be payable on any such deposit.
  - (e) Notwithstanding anything contained in this Agreement, it is understood and agreed by the Parties that, except as may be otherwise permitted by the CBO in writing, the Owner shall not commence, undertake, engage in, or continue the Works nor any part of them without first having provided to the Municipality security satisfactory to the Municipality.
9. The Owner shall provide or cause to be provided to the Municipality, on or prior to the

-5-

execution of this Agreement:

- (a) a general comprehensive liability insurance policy in the amount of \$5,000,000.00 per occurrence in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with any and all things and/or matters done by or on behalf of the Owner. The policy shall include but not be limited to bodily injury, property damage, and contractual liability and contain a cross-liability clause and name the Municipality as additional insured. The policy shall be maintained in full force and effect from and after the execution of this Agreement until all Works external to the Lands have been assumed by the Municipality and in any event until the expiry of the Maintenance Period. The policy shall be endorsed to provide 30 days written notice of cancellation to the Municipality. The Owner shall, upon request therefor by the Municipality at any time and from time to time, promptly provide the Municipality with a certificate of insurance in accordance with the above and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement. In the event that any renewal premium is not paid, the Municipality, in order to prevent the lapse of such liability insurance policy, may pay the renewal premium or premiums and the Owner agrees to pay the cost of such renewal or renewals within 30 days of the account therefor being rendered by the Municipality. The issuance of such policy of insurance shall not be construed as relieving the Owner from any liability or responsibility for any claims in excess of the aforementioned policy limits. Further, the Owner shall ensure that any contractor and/or subcontractor engaged to complete the Works and/or any matters to be done by and/or on behalf of the Owner and/or otherwise shall maintain the same as or equal insurance as required to be provided and maintained by the Owner hereunder; and
  - (b) Professional Liability insurance in the amount of \$5,000,000.00 per claim in a form satisfactory to the Municipality. Such insurance shall provide coverage for all errors and omissions made by the Owner's Engineer and other professionals in the rendering of, or failure to render, professional services in connection with this Agreement, and remain in full force and effect for 12 months after completion of all things and matters to be done by and/or to be done by or on behalf of the Owner hereunder. Until the completion of all things and matters done by and/or to be done by or on behalf of the Owner, upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Owner shall promptly provide the Municipality with a certificate of insurance and if requested a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to this Agreement.
10. (a) If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:
 

Syncor Contracting Limited  
840 Pole Line Road  
Thunder Bay, Ontario  
P7K 0T8

Facsimile: 807.475.4314

or such other address of which the Owner has notified the Municipality in writing.
- (b) If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall be mailed, delivered or sent by facsimile transmission to:
 

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

Attention: Clerk

Facsimile: 807.274.8479

or such other address of which the Municipality has notified the Owner in writing.
  - (c) Any notice so given shall be deemed conclusively to have been given and received when so delivered personally or via facsimile, or on the third day following the sending thereof by mail. Any party hereto may change any particulars of its address for notice by notice to other party in the manner aforesaid.
11. The Owner hereby agrees that this Agreement, together with any schedules thereto, shall



-6-

be registered upon title to the Lands. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon it, its successors and assigns as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality and its lands and highways appurtenant and adjacent to the Lands. The Owner further covenants and agrees to pay to the Municipality the cost of registration of this Agreement, as well as any further costs incurred by the Municipality as a result of the registration of any other documents pertaining to this Agreement.

12. The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrancers as may be deemed necessary by the Municipality (and any such documentation shall be in a form satisfactory to the Municipality) to postpone and subordinate their interest in the Lands to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.
13. The Owner acknowledges that the Municipality, in addition to any other remedies it may have at law or equity, shall also be entitled to enforce this Agreement in accordance with s. 446 and any other applicable provisions of the Municipal Act, 2001, S.O. 2001, c.25.
14. Nothing in this Agreement shall relieve the Owner from compliance with all applicable municipal by-laws, laws, regulations, notices or other policies or laws and/or regulations established by any other governmental body having jurisdiction.
15. If the Development governed by this Agreement is not commenced within 1 year from the date of the execution of this Agreement, the Municipality may, at its sole option and on 60 days notice to the Owner, declare this Agreement null and void and of no further force and effect. Under no circumstances shall the Municipality be obligated to refund any fees, levies or other charges paid by the Owner pursuant to this Agreement.
16.
  - (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
  - (b) This Agreement shall be construed with all changes in number and gender as may be required by the context.
  - (c) Every provision of this Agreement by which the Owner is obligated in any way shall be, unless otherwise specifically stated, deemed to include the words "at the sole cost and expense of the Owner" including the payment of any applicable taxes (including, without limitation, HST).
  - (d) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor legislation thereto.
  - (e) All obligations herein contained to be performed and observed on the part of the Owner shall, although not expressed to be covenants, be deemed to be covenants.
  - (f) Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
  - (g) The Owner and the Municipality agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
  - (h) Any rule of construction that a document is to be construed more strictly against the Party who itself, or through its agent, drafted such document, shall not apply to this Agreement as it is agreed that the Parties, directly or through their agents, have participated in the preparation of this Agreement.
  - (i) The Owner shall execute any further and other documents and do such further and other things as may be required or desirable to give effect to this Agreement.
17. Neither this Agreement nor any interest therein nor any rights under it shall be assigned or otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.
18. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or

otherwise transferred by the Owner in whole or in part without the prior consent in writing of the Municipality.

- 15. The Owner shall indemnify and save harmless the Municipality for and against all actions, causes of action, claims, suits, and demands whatsoever which may or do arise directly or indirectly by reason of, this Agreement, the construction and otherwise of the Development, and/or the Owner undertaking the Development.
- 16. The failure of the Municipality at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the Municipality's right thereafter to enforce such obligation, nor shall the waiver by the Municipality of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. The Municipality shall specifically retain its rights to enforce this Agreement in such manner as it deems fit.
- 17. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 18. The Parties covenant and agree with each other not to call into question or challenge, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the party's right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the Parties are entitled to any and all remedies arising from it, notwithstanding any provision in s.41 of the Act interpreted to the contrary. The Parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.
- 19. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.
- 20. This Agreement may be executed in any number of counterparts and all of these counterparts shall for all purposes constitute one agreement, binding on the Parties, notwithstanding that all Parties are not signatory to the same counterpart.
- 21. This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

Syncor Contracting Limited  
per \_\_\_\_\_  
Name: George David Greer  
Title: Secretary-Treasurer

I have authority to bind the corporation

The Corporation of the Town of Fort Frances  
per \_\_\_\_\_  
Mayor  
per \_\_\_\_\_  
Clerk

We have authority to bind the Municipality

**Schedule 1**

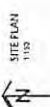
Plans and Drawings

1. Site Plan

Drawing No. 01 dated May 18, 2016, Issue B1.

see next page



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-9-

**Schedule 2****Conditions**

1. The Owner warrants and represents to the Municipality that the Owner's development of the Lands in accordance with the Plans and Drawings is, subject to paragraph 2 of this Schedule 2, part of a phased development plan, and that the Owner anticipates further development within the next 5 years. The Owner acknowledges that each development phase shall be subject to the approval of the Municipality prior to the issuance of any building permit for any phase, and that any subsequent development shall require, without limitation, submission to the Municipality of fresh and further plans and drawings relating to such subsequent development, a further site plan agreement in respect thereof, and such other and further things as the Municipality may require therefor.
2. The Owner covenants and agrees (notwithstanding anything contained in this Agreement and notwithstanding that only the 1 new 5 unit Development is proceeding at this time, and it being contemplated that the next or further phase of the development by the Owner will entail the construction, in and on the Lands, of a second 5 unit townhouse complex), shall and is responsible for, at its sole cost and expense, to provide, construct, and complete, in a good and workmanlike manner, in accordance with the Plans and Drawings, and to the satisfaction of the Municipality a total of 10 water and sanitary sewer services (being 5 services for the purposes of the Development and a further 5 services for a further new 5 unit townhouse development) including, without limitation:
  - (a) provision and installation of all granular A material;
  - (b) do and perform all excavations, backfilling, compaction and remove all waste material;
  - (c) provision and installation of insulation to protect any and all services and related Works from freezing;
  - (d) provide and install concrete support blocks for each of the 10 services (for the curb stops);
  - (e) complete the installation of the ten 3/4 inch copper water service lines/pipes at and from the main to the 10 building locations (as shown on the Plans and Drawings) in and on the Lands;
  - (f) provide (other than three 4m PVC service pipe sections per sanitary sewer service line), install, and complete 4" PVC sanitary service pipe installations from the main to each of the 10 building locations (as shown on the Plans and Drawings) in and on the Lands.
3. The Owner further covenants and agrees as follows:
  - (a) to provide all signage, barricades, and otherwise (in accordance with OTM Book 7 and otherwise as required by all authorities having jurisdiction) for purposes of closure of that portion of Nelson Street as may be approved by the Municipality, and for such time or times and duration as may be approved by the Municipality;
  - (b) not to foul the highways leading to the Lands;
  - (c) not to permit any approach ramps and driveways across the untraveled portion of any road allowance owned by the Municipality unless such approach ramps are constructed and installed to the Municipality's specifications;
  - (d) to construct with concrete all parking, loading and walkway areas on the Lands to the Municipality's specifications. Except as otherwise agreed to by the Municipality, no parking or loading shall be permitted on any part of the Lands unless all areas for which parking and loading are permitted are so constructed;
  - (e) to complete landscaping and planting on the Lands in accordance with the Plans and Drawings;
  - (f) to obtain written confirmation from the appropriate entities that all public utility requirements for the Development, including but not limited to telephone, telecommunications, cable television, hydro-electric power, gas and postal services, have been satisfactorily arranged, that servicing for same will be provided underground without any expense, cost or obligation on the part of the Municipality and that all requisite easements have been or will be provided to such entities;
  - (g) not to permit the Lands to drain otherwise than into a properly installed drainage system in accordance with the Plans and Drawings and to indemnify and save harmless the Municipality from any liability for excess run-off as a result of construction or development on the Lands;

-10-

- (h) to allow the Municipality and its agents, in perpetuity, access in and to the Lands and the Works to inspect roof drains, inlet control devices and storm water management facilities;
  - (i) to provide and ensure, during all times of work and/or construction, competent on-site supervision of all Works required to be done, on all public and private lands and construction to be undertaken in and on the Lands and/or external to the Lands;
  - (j) to ensure to get locates, and to verify the location of all existing and proposed utility infrastructure (including, without limitation, infrastructure relating to sewer, water, natural gas, hydro, cable, and/or other utilities), and whether such utility infrastructure is internal or external to the Lands, before commencing any digging and/or construction. The Owner shall be solely responsible for and pay all costs associated with any damage to any utility infrastructure and/or the relocation of any and all utilities as may be required. In the event of damage to any utility infrastructure by the Owner and/or its agents, assigns, employees, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged, and/or relocation of any utility infrastructure is, in the Municipality's sole discretion, required, the Municipality shall, in addition, without limitation and without prejudice to any and all other remedies that may be available to the Municipality in law or equity, be entitled, on written notice to the Owner (except in cases of emergency, in which case no notice shall be required), to require the Owner to comply with the terms of this Agreement and/or draw on, and utilize, the Letter of Credit as the Municipality deems fit to pay for any and all costs, expenses, and damage, and/or costs of relocation, from the proceeds so drawn;
  - (k) to comply with all provisions of the Municipality's noise by-law;
  - (l) to permit the Municipality and/or its agents, assigns, employees, contractors, subcontractors, and/or other representatives and/or other persons howsoever engaged entry and access in and to the Lands and/or any part thereof as the Municipality may require for its purposes, including, without limitation, for the purposes of inspection and/or otherwise; and
  - (m) to file with and provide to the Municipality, forthwith upon completion of:
    - (i) any buildings in or on the Lands, 2 complete hard copy sets of as built drawings for the buildings;
    - (ii) any services, works, or facilities (including, without limitation, any utility infrastructure), 2 complete hard copy sets, and one complete electronic set (dwg AutoCAD 2000 format), complete with UTM coordinates, of as built drawings for all such services, works, and facilities installed and/or constructed pursuant to and in accordance with this Agreement, and whether internal or external to the Lands; and
    - (iii) the Development, 2 copies of survey and survey/real property reports prepared by and Ontario Land Surveyor complete with UTM coordinates.
4. Notwithstanding any review (if any) or otherwise by the Municipality of the Plans and Drawings, and anything contained in this Agreement or otherwise, it is and shall throughout be and at all times remain the responsibility and liability of the Owner to ensure that all Plans and Drawings and any other documents provided by the Owner to the Municipality are accurate in all respects and comply with all provisions of the building or zoning or other by-laws of the Municipality and laws, regulations, and requirements of all authorities having jurisdiction, and the Municipality shall not, whether by or as a result of any review done by the Municipality of the Plans and Drawings, or any other action or non action taken by the Municipality have any responsibility or liability to the Owner in respect thereof nor be deemed to have approved or confirmed that the Plans and Drawings are accurate in any respect or at all and/or comply with the provisions of the building or zoning or other by-laws of the Municipality or regulations, laws, or requirements of any other authority having jurisdiction.
- The Owner is aware that, given the Municipality's staffing, budgeting, and other limitations, and considerations and the obligations of the Owner to ensure the provision of information and Plans and Drawings, which is complete and in compliance with the requirements of all authorities having jurisdiction, the Municipality may undertake a limited or cursory review of the Plans and Drawings, relying, as the Municipality does, on the Owner to ensure completeness and compliance.
5. (a) The Owner covenants and agrees not to permit occupancy of any building or part thereof for which building permits have been issued until all Works required under this Agreement are completed in accordance with the requirements of the Ontario Building Code, the applicable zoning by-law and any other municipal by-laws, water distribution and sanitary sewer infrastructure has been properly tested, approved by all authorities having jurisdiction, and are operating, and an occupancy permit



-11-

has been issued.

- (b) In the event that a building or part thereof is occupied otherwise than in accordance with the provisions of paragraph 5(a) of this Schedule 2, the Owner covenants and agrees that the Municipality shall be entitled to obtain an order from a court of competent jurisdiction prohibiting the occupancy of any building or part thereof until such time as the terms of this Agreement have been fully complied with, and the Owner shall be estopped from opposing such application on the part of the Municipality.

**Schedule 3**

Letter of Credit

Letter of Credit to be provided by the Owner to ensure provision, fulfillment, and completion of the Works and to ensure the Owner's obligations, responsibilities, and otherwise as set out in this Agreement in the amount of	\$25,000.00
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-13-

**Schedule 4**

## Reduction or release of Letter of Credit

1. Prior to the reduction or release of any portion of the Letter of Credit security held by the Municipality for the Works, facilities, things, and matters set out in this Agreement, the Owner shall supply the Municipality with the following documentation:
  - (a) letter of application for reduction/release;
  - (b) Engineer's certificate confirming the completion of all works, facilities, things, and matters;
  - (c) as-built drawings;
  - (d) satisfactory evidence of no construction liens filed;
  - (e) workplace safety certificate;
  - (f) statutory declaration as to accounts; and
  - (g) surveyor's certificate and real property report(s).
2. Upon receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 4, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit by 90%.
3. Upon the satisfactory completion of the Maintenance Period noted in paragraph 6 of the Agreement, and the receipt by the Municipality of all the documents identified in paragraph 1 of this Schedule 4, and confirmation by the Municipality that all obligations as set out in the Agreement on the part of the Owner to be observed and performed have been so observed and performed to the satisfaction of the Municipality, the Municipality agrees to permit the reduction of the Letter of Credit to zero and thereupon release or return the Letter of Credit to the Owner or to the issuing financial institution.
4. The Municipality shall not be required under any circumstances to refund the Letter of Credit or any part of it utilized by the Municipality as a result of any failure on the part of the Owner to perform and observe, to the satisfaction of the Municipality, any or all obligations as set out in the Agreement on the part of the Owner to be observed and performed.

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to approve an employment agreement with Doug Brown and for his appointment as Chief Administrative Officer for the Town of Fort Frances, the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 8.)

WHEREAS on June 13, 2016, Council approved a report from the Human Resources Manager with regard to an employment agreement with Doug Brown and his appointment as Chief Administrative Officer for the Town of Fort Frances.

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

1. That the contract of employment with Doug Brown in the form attached to a report from the Human Resources Manager be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That effective July 4, 2016, Doug Brown is appointed to the office of Chief Administrative Officer;

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 11th day of July 2016.

DRAFT

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

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



**This AGREEMENT made in duplicate this day \_\_\_\_\_**  
**BETWEEN:**  
**THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")**  
**- and -**  
**Doug Brown**

---

**WHEREAS:**

1. The Town requires a Chief Administrative Officer to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Doug Brown has applied to the Town for the position of Chief Administrative Officer and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Doug Brown as Chief Administrative Officer;

**NOW THEREFORE:** The Town of Fort Frances and Doug Brown (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
  - a) "Duties" shall mean and include the work duties and otherwise to be performed by Doug Brown for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
  - b) "Entity" means any person, corporation, government agency or otherwise;
  - c) "Term" means the period commencing July 4, 2016, subject to paragraph 2 of this Agreement and;
  - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Doug Brown as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
  - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Doug Brown to perform the Duties for the Term.
  - b) Notwithstanding anything contained in this agreement Doug Brown may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Doug Brown shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.



- c) The Town may terminate this agreement without cause, upon giving Doug Brown the following:
  - i. the Town shall provide Doug Brown thirty (30) days written notice; and
  - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
  - iii. the Town shall pay to Doug Brown, the greater of, a salary continuance equivalent to six (6) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
  - iv. the Town shall continue to provide benefit coverage for Doug Brown for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Doug Brown may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Doug Brown except for payment of all amounts due and owing up to the date of the termination.
- e) Doug Brown acknowledges and agrees that:
  - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
  - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suite whatsoever including at common law which Doug Brown has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Doug Brown further agrees, that if required by the Town, he will sign a release in favour of the town; and
  - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

3. Doug Brown:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as CAO he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Doug Brown agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.

- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such activity interferes with the business of the Town or with the performance of duties by Doug Brown hereunder;
  - d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
  - e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
  - f) shall be required to act in accordance with his obligations under this Agreement;
  - g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
  - e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.
4. It is understood and acknowledged by Doug Brown that:
- a) Doug Brown's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
  - b) The Town may require, and Doug Brown shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
  - c) The Town shall not be in any way liable to Doug Brown or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.
5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.
6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Mayor & Council  
 320 Portage Avenue  
 Fort Frances, Ontario  
 P9A 3P9

And in the case of Doug Brown, as follows:

Fort Frances, Ontario  
 P9A 2B5

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

7. This agreement and everything contained in it shall enure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Doug Brown.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: \_\_\_\_\_

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

\_\_\_\_\_  
( Mayor )

\_\_\_\_\_ { AND }  
( Clerk )

\_\_\_\_\_  
(Doug Brown)

This is Schedule "A" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Doug Brown

Dated: \_\_\_\_\_

The duties of Doug Brown shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated June 23, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

---

This is Schedule "B" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Doug Brown

Dated: \_\_\_\_\_

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Doug Brown for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ \_\_\_\_\_ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy.

Administration & Finance Division  
Planning & Development Division  
Phone: 807-274-5323  
Fax: 807-274-8479

Mailing Address for All Divisions:  
Civic Centre  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9



Operations & Facilities Division  
Phone: 807-274-9893  
Fax: 807-274-7360

Community Services Division  
Phone 807-274-4561  
Fax: 807-274-3799

email: town@fortfrances.com  
www.fort-frances.com

June 23, 2016

Doug Brown

Fort Frances, ON P9A 2B5

Dear Mr. Brown:

I am pleased to confirm that you have been recommended for the position of Chief Administrative Officer, effective July 4, 2016.

Your initial salary is \$ per annum, and performance-based salary increases will be in accordance with the Town's Performance Appraisal Policy.

There is a one-year probationary period for this position, and your performance will be reviewed semi-annually by Council during the first two years of your employment.

As you currently hold a management position with the Town, your benefits will remain unchanged.

Congratulations on your accomplishment, Doug! If you have any further questions, please feel free to contact me.

Best regards,

*A. Petrin*

Aaron Petrin  
Human Resources Manager

cc payroll, personnel file

Accepted and agreed to as above, by the undersigned:

*Doug Brown*  
\_\_\_\_\_  
Doug Brown

*June 23/16.*  
\_\_\_\_\_  
Date





## **Chief Administrative Officer**

### **Position Description**

#### **Position Summary**

The Chief Administrative Officer is responsible for the strategic planning, development, coordination, and leadership in the delivery of services to the Town of Fort Frances to meet municipal objectives, policies and plans as set out in enacted by-laws, resolutions and policies at the formal request of Council. This position reports directly to Mayor & Council.

#### **Qualifications**

- Post-secondary education in administration or a related field
- Professional experience is an asset.

#### **Direction of Others**

The following positions report directly to the Chief Administrative Officer:

- Municipal Clerk
- Deputy Clerk
- Treasurer
- Fire Chief
- Manager of Community Services
- Manager of Operations and Facilities
- Manager of Human Resources
- Manager of Information Technology
- Municipal Planner
- Chief Building Official
- By-Law Enforcement Officers

#### **Revenue, Asset and Expenditure Scope**

Annual Municipal Expenditures	\$22 M
Average Capital Expenditures	\$6-12 M
Annual Water & Sewer Expenditures	\$5 M

#### **General Responsibilities**

1. Directs the day-to-day affairs of the municipality in accordance with Council-approved plans and policies.
2. Organizes the operations and activities of the municipality into departments, bureaus or other administrative agencies, subject to the final approval by Council.

3. Prepares the annual budget (including the capital budget) for submission to Council, and bears responsibility for its administration after adoption.
4. Attends all Council and committee meetings and makes observations and suggestions.
5. Recommends to Council the appointment of heads of departments.
6. Provides supervision and oversight to management with respect to all staffing activities in accordance with policy, legislation and the relevant provisions of collective agreements.
7. Submits regular reports to Council on the operations and activities of municipal departments.
8. Submits recommendations orally or in writing on matters relating to the operation of the municipality's administrative structure and, if necessary, directs that any written reports be recorded as part of the proceedings of Council.
9. Provides leadership and participates in meetings of the senior management team, providing direction and guidance.
10. Directs, coordinates and supervises the implementation of all studies, policies, procedures, plans and programs approved by Council.
11. Acts as a liaison between Council and management.
12. Coordinates the preparation and submission to Council of an annual five-year forecast of capital requirements.
13. Ensures the development and promotion of effective corporate administrative policies and practices and provides guidance and advice to managers and Council on such matters.
14. Coordinates and reviews all Council reports and recommendations of managers, together with comments, analysis of options, and/or recommendations as deemed necessary.
15. Monitors the performance of managers and ensures that performance evaluations are completed in accordance with policy.
16. Facilitates and coordinates corporate planning and strategic initiatives with Council and the Administration.
17. Ensures that the Administration remains compliant with all legislative requirements.
18. Acts as a representative of the Town in meetings with ratepayers, other municipalities, and representatives of agencies, boards and commissions, and other levels of government.
19. Oversees all grant and subsidy applications for the municipality and participates with managers in drafting funding applications. Serves as the Accountable Executive for the Safety Management Systems regulation of Transport Canada concerning the Fort Frances Municipal Airport.
20. Liaises with the Ontario Provincial Police and stays abreast of current issues in the community.
21. Negotiates and administers service contracts with the Ontario Provincial Police.
22. Undertakes additional responsibilities as directed by Council.

### **Working Conditions**

- This position requires a minimum of 40 hours per week
- The incumbent will experience frequent interruptions
- Minimal exposure to disagreeable climatic extremes
- Additional hours average up to 30 percent in excess of the regular workday
- Additional hours are typically related to attendance at Council meetings, Committee meetings, and meetings with other government officials
- Typical demands for out-of-town travel are 8-12 trips per year for 2-5 days at one time
- Approximately 70% of a typical workday is spent indoors in private office surroundings
- Up to 30% of a typical workday is spent in local travel and performing occasional site visits

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to approve an employment agreement with Travis Rob and for his appointment as Operations & Facilities Division Manager for the Town of Fort Frances, the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 8.)

WHEREAS on June 27, 2016, Council approved a report from the Human Resources Manager with regard to an employment agreement with Travis Rob and his appointment as Operations & Facilities Division Manager for the Town of Fort Frances.

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

1. That the contract of employment with Travis Rob in the form attached to a report from the Human Resources Manager be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That effective July 4, 2016, Travis Rob is appointed to the office of Operations & Facilities Division Manager;

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 11th day of July 2016.

DRAFT

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

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





**This AGREEMENT made in duplicate this day \_\_\_\_\_**  
**BETWEEN:**  
**THE CORPORATION OF THE TOWN OF FORT FRANCES (the "Town")**  
**- and -**  
**Travis Rob**

---

**WHEREAS:**

1. The Town requires an Operations and Facilities Division Manager to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Travis Rob has applied to the Town for the position of Operations and Facilities Division Manager and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Travis Rob as Operations and Facilities Division Manager;

**NOW THEREFORE:** The Town of Fort Frances and Travis Rob (the "Parties") agree as follows:

1. In this Agreement and any schedules attached to it the word:
  - a) "Duties" shall mean and include the work duties and otherwise to be performed by Travis Rob for and during the Term (as "Term" is defined in paragraph 1(c) of this Agreement) as set out in Schedule "A" attached to and forming part of this Agreement (Schedule "A");
  - b) "Entity" means any person, corporation, government agency or otherwise;
  - c) "Term" means the period commencing July 4, 2016, subject to paragraph 2 of this Agreement and;
  - d) "Total Payable" means, subject to paragraph 2(b) and 2(c) of this Agreement the total of any amounts payable by the Town to Travis Rob as set out in Schedule "B" attached to and forming part of this Agreement (Schedule "B").
2.
  - a) Subject to paragraph 2(b) and 2(c) of this Agreement, the Town agrees to engage Travis Rob to perform the Duties for the Term.
  - b) Notwithstanding anything contained in this agreement Travis Rob may terminate this agreement by giving the Town thirty (30) days' written notice. Upon receipt of such notice, the Town at its sole discretion, may, by notice in writing, specify an earlier termination date, however, regardless of the termination date Travis Rob shall be paid the outstanding portion of salary, benefits, vacation and perquisites to equal thirty (30) days' notice.

- c) The Town may terminate this agreement without cause, upon giving Travis Rob the following:
  - i. the Town shall provide Travis Rob thirty (30) days written notice; and
  - ii. any accrued and unpaid base salary (subject to normal withholding and other deductions) to the effective date of termination of his employment, plus any vacation pay statutorily due and owing; and
  - iii. the Town shall pay to Travis Rob, the greater of, a salary continuance equivalent to three (3) months of his base salary, bonus and perquisite payment, less any applicable statutory deductions OR *Employment Standards Act, 2000* entitlements; and
  - iv. the Town shall continue to provide benefit coverage for Travis Rob for the statutory notice period subject to the terms of the applicable benefit(s) plans.
- d) The Town may terminate this agreement with cause. Notwithstanding anything contained in this Agreement, the Agreement and the employment of Travis Rob may be terminated for just cause without notice or payment in lieu of notice. In such a case, the Town shall have no further obligation to Travis Rob except for payment of all amounts due and owing up to the date of the termination.
- e) Travis Rob acknowledges and agrees that:
  - i. the notice period set out in paragraph 2(c) of the Agreement is sufficient and reasonable; and
  - ii. payment by the Town as provided for in paragraph 2(c) shall be in full and final settlement of any and all claims, demands, actions and suits whatsoever including at common law which Travis Rob has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Travis Rob further agrees, that if required by the Town, he will sign a release in favour of the town; and
  - iii. if he has performed or commenced the duties prior to his execution of this Agreement, such performance, commencement or otherwise shall in no way affect the validity, enforceability or otherwise of this Agreement.

### 3. Travis Rob:

- a) shall perform the Duties and obligations under this Agreement, as he has indicated he can, to the satisfaction of the Town and in accordance with Town policies and procedures;
- b) acknowledges that as Operations and Facilities Division Manager he will acquire information about certain matters and things which are confidential to the Town, its employees and persons with whom the Town has *bona fide* business dealings. Travis Rob agrees to maintain all confidential information in strictest confidence (subject to applicable federal or provincial laws), and agrees not to disclose such confidential information to any third party either during the term of this Agreement (except as may be necessary in the proper discharge of his employment), or after the term of his employment, for any reason, except with written permission of the Town.

- c) shall not, directly or indirectly, engage in any business, commercial or professional activity without the written consent of the Town which shall determine, in its absolute discretion, whether such activity interferes with the business of the Town or with the performance of duties by Travis Rob hereunder;
- d) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make comment to Town employees, or members of the public which are derogatory towards the Town;
- e) agrees that he will not, at any time during or after the termination of his employment under this Agreement, make or contribute to commentary on social media which is derogatory towards the Town;
- f) shall be required to act in accordance with his obligations under this Agreement;
- g) has been advised to consult his solicitor as to this Agreement and the matters contained in it, prior to execution of this Agreement, if he so desires;
- e) agrees that he has entered into and executed this Agreement of his own free will, without coercion, influence of any kind, or otherwise by or on behalf of the Town, its employees or agents or otherwise.

4. It is understood and acknowledged by Travis Rob that:

- a) Travis Rob's work and performance of the duties, is and shall be subject to review, criticism and otherwise by the Town;
- b) The Town may require, and Travis Rob shall provide, reports and otherwise as to the progress, performance and otherwise of his/her obligations under the Agreement and otherwise; and
- c) The Town shall not be in any way liable to Travis Rob or anyone on his behalf or otherwise in respect of any decision made, action taken, or otherwise, by the Town pursuant to or under paragraphs 2(c), 4, or otherwise, of this Agreement.

5. Should any provision or any part thereof of this Agreement be illegal or not enforceable, such provisions or part thereof shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and be binding upon the Parties as though the illegal or non-enforceable provision had never been included.

6. Any notice required or permitted to be given under this Agreement shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or mail, (iii) sent prepaid by telecopy, fax or similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed, in the case of notice to the Town:

Attention: Chief Administrative Officer  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

And in the case of Travis Rob, as follows:

Fort Frances, Ontario  
P9A 2V6



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

7. This agreement and everything contained in it shall endure to the benefit and be binding upon the respective heirs, executors, administrators, successors, assigns and other legal representatives, as the case may be of each of the Parties.
8. This Agreement constitutes the entire Agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.
9. Except as otherwise specifically provided, the terms and conditions of this Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be valid or effective, it shall have been reduced to writing and signed by the Town and Travis Rob.
10. Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa.
11. The parties hereto agree to execute such documents, assurances, certificates or the like as may from time to time be reasonably requested, required or desirable in order to give full force and effect to this Agreement, the matters contemplated herein and to its and their intention.
12. This Agreement shall be construed and enforced under and in accordance with the laws of the Province of Ontario.

SIGNED AT FORT FRANCES this day: \_\_\_\_\_

IN WITNESS THEREOF (THE CORPORATION OF THE TOWN OF FORT FRANCES)

\_\_\_\_\_  
( Mayor )

\_\_\_\_\_ { AND } \_\_\_\_\_  
( Clerk ) (Travis Rob)

This is Schedule "A" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Travis Rob

Dated: \_\_\_\_\_

The duties of Travis Rob shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated June 23, 2016 and the Position Description.
2. Such further and other duties, work and otherwise as assigned, directed and otherwise by the Town.

---

This is Schedule "B" ATTACHED TO AND FORMING  
PART OF THE Agreement made between  
The Corporation of the Town of Fort Frances and  
Travis Rob

Dated: \_\_\_\_\_

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Travis Rob for the Duties as follows:

- a) Bi-weekly based on an annual remuneration of \$ \_\_\_\_\_ plus fringe benefit package as directed by the Town in its sole absolute and unfettered discretion in keeping with benefit packages received by management personnel of the Town of Fort Frances.
- b) Vacation entitlement shall be as per the Town's Management/Non-Union Benefits Policy.

Administration & Finance Division  
Planning & Development Division  
Phone: 807-274-5323  
Fax: 807-274-8479

Mailing Address for All Divisions:  
Civic Centre  
320 Portage Avenue  
Fort Frances, ON  
P9A 3P9



Operations & Facilities Division  
Phone: 807-274-9893  
Fax: 807-274-7360

Community Services Division  
Phone 807-274-4561  
Fax: 807-274-3799

email: town@fortfrances.com  
www.fort-frances.com

June 23, 2016

Travis Rob

Fort Frances, ON P9A 2V6

Dear Mr. Rob:

I am pleased to confirm your appointment to the position of Operations and Facilities Division Manager, effective July 4, 2016.

Your initial salary is \$ per annum, and performance-based salary increases will be in accordance with the Town's Performance Appraisal Policy.

There will be a one-year probationary period for this position, during which time your performance will be reviewed semi-annually.

As you currently hold a management position with the Town, your benefits will remain unchanged.

Congratulations on your accomplishment, Travis! If you have any further questions, please feel free to contact me.

Best regards,

Aaron Petrin  
Human Resources Manager

cc supervisor, payroll, personnel file

Accepted and agreed to as above, by the undersigned:

  
Travis Rob

June 23, 2016  
Date



## TOWN OF FORT FRANCES

### POSITION DESCRIPTION

---

<b>POSITION TITLE:</b>	Operations and Facilities Division Manager
<b>GENERAL SUPERVISOR:</b>	Chief Administrative Officer
<b>EMPLOYEE GROUP:</b>	Management / Non-Union

---

#### Position Summary

Reporting to the Chief Administrative Officer, the incumbent is responsible for the planning, direction and coordination of all activities within the Operations and Facilities division, including:

- Traffic Safety
- Municipal Airport
- Sewer and Water
- Capital Construction
- Parks and Cemeteries
- Facilities and Buildings
- Public Works Operations
- Waste Management System

The incumbent will be a member of the divisional executive committee and will contribute to the formulation of corporate Policies for approval by Council.

#### Direction Received

The incumbent routinely carries out the duties and responsibilities of the position without direct supervision.

### **Direction of Others**

Reporting directly to the Manager of Operations and Facilities are:

- Public Works Superintendents (2)
- Airport Supervisor
- Parks Working Foreman
- Administrative Assistant

The Operations and Facilities Division Manager is a line officer whose responsibilities embrace all of the operations which fall within the division.

### **Revenue, Asset and Expenditure Scope**

Annual Operating Budgets:	\$8.2M
Annual Capital Expenditures:	\$3M – \$5.5M
Assets:	\$236.8M

### **General Responsibilities**

1. Collaborates with Executive Committees in development of the Corporation's short and long range plans
2. Provides advice and expertise to Council, Committees, and CAO on policies with respect to operations within the Division
3. Attends Council and Committee meetings on a regular basis
4. Maintains communication with all orders of government, and community organizations
5. Develops corporate policies, objectives, strategies, and builds and maintains organizational competence, morale and spirit
6. Maintains an updated, current Asset Management Plan for all corporate assets, with an emphasis on condition ratings
7. Handles enquiries that require the attention of a senior Town official
8. Collaborates in developing and preparing operating budgets and capital expenditure programs
9. Directs the scheduling of capital works programs
10. Exercises financial control over operations and takes appropriate action where costs exceed standard budget
11. Ensures that approved budget goals are achieved and cost objectives are met
12. Directs the adherence, development, and implementation to corporate safety policies, rules and regulations and ensures that they are clearly communicated to staff
13. Ensures that the activities of the Division are coordinated with those of other divisions
14. Ensures Division is properly structured, staffed and efficiently planned
15. Directs performance through an annual performance appraisal process and the issuance of discipline when required
16. Makes recommendations regarding promotions and salary adjustments



17. Manages in accordance with the provisions of a Collective Agreement, and participates in the collective bargaining process
18. Responsible for effective delegation with an emphasis on the planning, organizing, leading, and controlling aspects of a given job
19. Manages resources in accordance with municipal procurement policies
20. Member of Safety Management Systems Committee at the Fort Frances Airport
21. Performs such other related duties or special projects as may be assigned by Town Council or the CAO

### **Education and Qualifications**

- Relevant post-secondary education
- Demonstrated transferable skills and related experience

### **Knowledge, Ability & Skill**

- Communicates effectively, both orally and in writing
- Demonstrates proficiency in a computerized office environment
- Experience interacting with and providing excellent service to the public
- Able to organize and complete work assignments under minimal supervision
- Demonstrates a willingness to learn and the ability to adapt and take initiative
- Demonstrates the ability to multi-task and prioritize with a high level of accuracy

### **Effort**

- Frequent interruptions for short periods of time
- Fluctuating workloads in the absence of regular staff
- Muscular and sensory strain for moderate to prolonged periods of time

### **Working Conditions**

- The incumbent works a 40-hour workweek during regular business hours
- Additional hours average up to 30 percent in excess of the regular workday, primarily for attendance at Council and Committee meetings, and also for meetings with other government officials
- The incumbent works from a private office and is also required to travel within the community
- Out of town travel may be required occasionally
- Exposure to work-related hazards is rare

### **Conditions of Employment**

- Satisfactory criminal background check
- Valid Ontario Driver's License (Class 'G2' or equivalent)



## NORTHWESTERN HEALTH UNIT

## BOARD OF HEALTH

No. 57 -2016

## MOTION/RESOLUTION

Moved by L. MacDonaldSeconded by Carl Ban

WHEREAS alcohol is the second leading cause of death, disease, and disability in Canada and causally linked to over 60 diseases and injuries;<sup>i</sup> and

WHEREAS the <sup>economic and CB</sup>cost of substance misuse is incurred at every level, including direct health care, law enforcement, our judiciary system, our social system, lost productivity, and premature deaths, amounting to an estimated \$473 per year in cost to each and every Canadian due to alcohol; and <sup>ii</sup>

WHEREAS 61.7% of people in the NWHU catchment area exceed Canada's Low-Risk Alcohol Drinking Guidelines (45.3% Ontario-wide);<sup>iii</sup> 23.3% of adults report episodes of heavy drinking in the past year (17.9 Ontario-wide);<sup>iv</sup> and hospitalization rate from alcohol misuse in 2015 was 232.5 per 100,000 in NWHU; which is significantly higher than in Ontario (48.4 per 100,000).;<sup>v</sup> and

WHEREAS 54.1% of students under the age of 18 partake in underage drinking (31.0% Ontario-wide)<sup>vi</sup>; and 76% of students in grades 9 to 12 in Northwestern Ontario have had 5 or more drinks on at least one occasion in the past 12 months;<sup>vii</sup> and

WHEREAS the Regulatory Modernization in Ontario's Beverage Alcohol Industry initiative (2014), through the Ministry of Finance and the Alcohol Gaming Commission of Ontario, has increased alcohol availability in Ontario through initiatives including VQA wine in Farmers' Markets, support to industry, increased hours of sale and removal of special event and festival restrictions;<sup>viii</sup> and

WHEREAS the privatization of alcohol sales in grocery stores has set a precedent for further privatization across multiple venues throughout Ontario making alcohol more available and exposing our children to a perception of alcohol being a normal and ordinary commodity; and

WHEREAS alcohol is no ordinary commodity and decisions about its promotion and availability should be made within the broader context of alcohol's known negative societal, economic and health risks;<sup>ix</sup> and

WHEREAS local boards of health are required under the Ontario Public Health Standards to develop health promotion and protection strategies to mitigate against the risks of alcohol consumption and boards are held accountable under the MOHLTC Accountability Agreements for reporting on local alcohol consumption rates; <sup>x</sup>

THEREFORE BE IT RESOLVED THAT the Board of Health for the Northwestern Health Unit pass a resolution asking Their contributing municipalities to develop or update their municipal alcohol policy to address where possible the issues of availability and marketing of alcohol.

FURTHER THAT the Board of Health for the Northwestern Health Unit share their concerns around alcohol with the community and with their MPP by means of an open letter. *hmls*

AND FURTHERMORE BE IT RESOLVED THAT a copy of this resolution be sent to all municipalities in the Northwestern Health Unit catchment area.

	Yea	Nay	Abstained	Disclosure of Interest
C. Baron	✓			
D. Brown				
Y. Kirlew		✓		
L. MacDonald	✓			
J. Roy	✓			
J. Ruete	✓			
P. Ryan	✓			
T. Sachowski	✓			
S. Smith	✓			
B. Thompson				

Date: June 22, 2016

Chair.....*Julie Roy*.....



---

<sup>i</sup> World Health Organization. (2009). *Global Health Risks: Mortality and burden of disease attributable to selected major risks*. Retrieved from [http://www.who.int/healthinfo/global\\_burden\\_disease/global\\_health\\_risks/en/index.html](http://www.who.int/healthinfo/global_burden_disease/global_health_risks/en/index.html)

<sup>ii</sup> Ontario Public Health Association (OPHA), 2015. *Alcohol Availability Advocacy Package*. Retrieved from email June 15, 2015.

<sup>iii</sup> Public Health Ontario. Snapshots: Self-reported rate of exceeding either low-risk alcohol drinking guidelines. Toronto, ON: Agency for Health Protection and Promotion; 2015 Dec 14 [cited 2016 May 26]. Available from: <http://www.publichealthontario.ca/en/DataAndAnalytics/Snapshots/Pages/Health-Behaviours---Alcohol-Use.aspx#.V0b70iGVkQM>

<sup>iv</sup> Public Health Ontario. Snapshots: Self-reported heavy drinking rate. Toronto, ON: Agency for Health Protection and Promotion; 2015 Dec 14 [cited 2016 May 26]. Available from: <http://www.publichealthontario.ca/en/DataAndAnalytics/Snapshots/Pages/Health-Behaviours---Alcohol-Use.aspx#.V0b70iGVkQM>

<sup>v</sup> Inpatient Discharges 2008-2015, Ministry of Health and Long-Term Care, IntelliHEALTH Ontario, Date Extracted: June 7, 2016; OHMRS 2008-2015, Ministry of Health and Long-Term Care, IntelliHEALTH Ontario, Date Extracted: June 7, 2016

<sup>vi</sup> Public Health Ontario. Snapshots: Self-reported underage drinking rate. Toronto, ON: Agency for Health Protection and Promotion; 2015 Dec 14 [cited 2016 May 26]. Available from: <http://www.publichealthontario.ca/en/DataAndAnalytics/Snapshots/Pages/Health-Behaviours---Alcohol-Use.aspx#.V0b70iGVkQM>

<sup>vii</sup> COMPASS Survey

<sup>viii</sup> Ontario Public Health Association (OPHA), 2015. *Alcohol Availability Advocacy Package*. Retrieved from email June 15, 2015

<sup>ix</sup> Ontario Public Health Association (OPHA), 2015. *Alcohol Availability Advocacy Package*. Retrieved from email June 15, 2015

<sup>x</sup> Ontario Public Health Association (OPHA), 2015. *Alcohol Availability Advocacy Package*. Retrieved from email June 15, 2015



AMO Communications  
<communicate@amo.on.ca>

06/27/2016 05:05 PM

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

cc

bcc

Subject AMO Policy Update - Highlights of the June 2016 Board Meeting

June 27, 2016

## AMO Report to Member Municipalities Highlights of the June 2016 Board Meeting

To keep members informed, AMO provides updates on important issues considered at regular AMO Board of Directors' meetings. Highlights of the June 24, 2016 meeting include:

### Provincial Review of the Ontario Municipal Board (OMB)

The provincial government has announced that it is proceeding with the anticipated OMB Review this fall. The AMO Board has started its analysis and supports among other matters, scoping the jurisdiction of the OMB in a way that doesn't create new risk of court actions, improving processes through rigorous pre-screening and vetting of appeals, and ensuring OMB members are focussed first and foremost on good planning.

**Contact:** Cathie Brown, Senior Advisor, Email: [cathiebrown@amo.on.ca](mailto:cathiebrown@amo.on.ca), (416) 971-9856 Ext. 342.

### Great Lakes Water Diversions

After review of the recent Waukesha diversion decision, the AMO Board directed a letter be written to the Premier expressing severe concern over the recently approved diversion from Lake Michigan. AMO's letter will urge the provincial government to intervene to ensure the principles of the Great Lakes Compact are upheld.

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

### AMO Response to Bill 204, the Promoting Affordable Housing Act, and Inclusionary Zoning

Bill 204 has carried in First Reading. The Bill, if passed, would further the provincial Long-Term Affordable Housing Strategy by amending the *Housing Services Act*, the *Planning Act*, the *Development Charges Act*, the *Residential Tenancies Act*, and repealing the *Elderly Persons Housing Aid Act*. Generally, the Board is supportive of measures that will promote affordable housing in a manner that is effective, cost efficient, and does not transfer additional responsibilities and costs to municipal governments. The Board also approved a consultation response on new inclusionary zoning regulations that will promote flexibility for municipal governments to make effective decisions based on local need and circumstances. AMO is seeking a meeting with the new Minister to discuss the Bill.

**Contact:** Michael Jacek, Senior Advisor, Email: [mjacek@amo.on.ca](mailto:mjacek@amo.on.ca), (416) 971-9856 Ext. 329.

### Marijuana Legalization and Municipal Interests

The federal government is looking to introduce legislation that would legalize recreational marijuana use in Spring 2017. Staff presented early research on potential models of marijuana legalization and sales/distribution to understand potential municipal impacts. The Board has now directed that a task force be formed to further investigate marijuana legalization and to engage immediately with federal and provincial governments about roles and responsibilities and implementation questions around the pending new marijuana legalized regime.

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

### Blue Box Steward Obligation Decision

Waste Diversion Ontario (WDO) released the 2016 Blue Box Steward Obligation on June 22nd. The 2016 Steward Obligation determines the funding municipalities receive for providing 2014 Blue Box services on behalf of brand owners and producers of designated printed paper and packaging. The Board expressed concerns with how the

2016 Steward Obligation was determined (which does not reflect the method that the arbitrator used in the previous year) and directed staff to continue the current advocacy work for a more reasonable approach.

**Contact:** Dave Gordon, Senior Advisor, Email: [dgordon@amo.on.ca](mailto:dgordon@amo.on.ca), (416) 971-9856 Ext. 371.

### **Municipal Infrastructure Investment and Financial Sustainability Research**

Critical to the implementation of an asset management plan is a long-term financial plan. The federal Gas Tax plays one part in financing municipal asset requirements. York Region, along with input from the Municipal Finance Officers' Association, have been developing an evidence-based financial framework that looks at municipal financial sustainability for infrastructure. It is anticipated that the framework, once created, will serve as a guide to municipal governments while research will also be integrated into the AMO Board's work on "What's Next Ontario?". A presentation on this research will be made at the AMO Conference in August in Windsor.

**Contact:** Chris VanDooren, Gas Tax Manager, Email: [cvandooren@amo.on.ca](mailto:cvandooren@amo.on.ca), (416) 971-9856 Ext. 410.

### ***Conservation Authority Act Review***

The Ministry of Natural Resources and Forestry has consulted on the directions proposed for improving conservation authority (CA) functioning. The Board supported recommendations regarding the use of memorandum of understandings between municipalities and CAs to harmonize delivery where multiple CAs cross municipal boundaries, agreeing to roles to minimize/reduce overlap occurring, and setting best management practices for service standards. The proposed alteration of representation on the CA boards is not seen as necessary. The need for provincial assistance to bolster CAs where meeting the mandated services is recommended. Comments to EBR 012-7583 posting closes on September 9.

**Contact:** Cathie Brown, Senior Advisor, Email: [cathiebrown@amo.on.ca](mailto:cathiebrown@amo.on.ca), (416) 971-9856 Ext. 342.

### **LAS Update**

LAS presented its 2015 Performance Report and Financial Statements to the Board. 2015 was a successful year for LAS with 375 municipalities having either saved or made money in 2015 through LAS programs and services.

Link to report: [www.las.on.ca/PDFs/About/Annual-Report/LASAR15A4Web.aspx](http://www.las.on.ca/PDFs/About/Annual-Report/LASAR15A4Web.aspx).

**Contact:** Judy Dezell, Enterprise Centre Director, Email: [jdezell@amo.on.ca](mailto:jdezell@amo.on.ca), (416) 971-9856 Ext. 306.

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

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To "Islomke@fort-frances.com" <Islomke@fort-frances.com>  
cc  
bcc  
Subject New Federal/Provincial CPP Enhancement Agreement to  
Replace the ORPP

## MEPCO UPDATE

### New Federal/Provincial CPP Enhancement Agreement

#### To Replace the ORPP

On June 20, 2016, Federal and Provincial Ministers of Finance announced an agreement in principle to enhance the Canada Pension Plan (CPP) and increase retirement security based on:

- a long phase-in of all proposed CPP changes between 2019 and 2025;
- a gradual increase in the target income replacement rate from 25% to 33.3% of pensionable earnings between 2019 and 2023;
- a new upper earnings limit of \$82,700 when fully implemented in 2025, an increase of 14%.

Eight provinces (excluding Quebec and Manitoba) and the Federal Government are parties to the agreement, meeting the minimum threshold of seven provinces, representing two-thirds of the Canadian population, required to approve CPP changes. The parties to the agreement must formally approve the deal by July 15, 2016. We will monitor the agreement process and advise of any additional developments that may emerge.

Ontario's support for the proposed CPP changes, means that Ontario Retirement Pension Plan (ORPP) will not proceed. The phase-in and proposed changes to the tax treatment of CPP contributions help mitigate employer and employee affordability impacts. The OMERS Plan is integrated with the CPP as the OMERS pension and contribution formulas are linked to the CPP by the Years' Maximum Pensionable Earnings (YMPE). OMERS will be analyzing the impacts of the proposed CPP changes for communication to Plan members and employers.

For further information please contact Bruce McLeod, 416-971-9856 ext. 350 or by email [bmcleod@amo.on.ca](mailto:bmcleod@amo.on.ca)

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# Report of the Secretary-Treasurer On Nominations to the 2016 – 2018 AMO Board of Directors

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June 30, 2016

## 2016 - 2018 AMO Board of Directors Nominations

June 30, 2016

To: Member Municipalities

It is my pleasure to submit a copy of my report on the candidates standing for election for the 2016 – 2018 AMO Board of Directors, as confirmed by the Returning Officer. The Returning Officer has confirmed candidates against the nomination requirements and processes.

**Elections will be held on:** Monday, August 15, 2016, 12:00 – 5:00 p.m., and Tuesday, August 16, 2016, 8:30 a.m. – 12:30 p.m.

**Location:** Augustus Ballroom Foyer, Caesars Hotel Windsor

All elected officials from member municipalities in good standing with the Association are eligible to vote. Please note that voting delegates have until 4:00 p.m. Friday, July 15, 2016 to identify or change their caucus, if they have already registered for the conference. After this date, absolutely no changes are permitted to the voting delegates list. This rule is strictly enforced.

Please note that the Heads of the following municipal groups are automatically appointed to the appropriate Caucus of the AMO Board:

- L'Association française des municipalités de l'Ontario (AFMO)
- Eastern Ontario Wardens' Caucus (EOWC)
- Federation of Northern Ontario Municipalities (FONOM)
- Northern Ontario Municipal Association (NOMA)
- Large Urban Mayors' Caucus of Ontario (LUMCO)
- Mayors & Regional Chairs of Ontario of Single Cities and Regions (MARCO)
- Ontario Small Urban Municipalities (OSUM)
- Rural Ontario Municipal Association (ROMA)
- Western Ontario Wardens Caucus (WOWC)

Summary:

1. The positions of President and Secretary Treasurer have been acclaimed.
2. Elections of representatives for a two-year term will be held for the following positions, subject to any withdrawals by Candidates:
  - Large Urban Caucus (5 elected official positions)
  - Regional and Single Tier Caucus (6 elected official positions)
  - Rural Caucus (4 elected official positions)
  - Small Urban Caucus (4 elected official positions)

Respectfully submitted,

Trevor Wilcox

AMO Secretary-Treasurer

General Manager of Corporate Performance, County of Simcoe

## President

### *Elected Official Nomination for one position - Acclaimed:*

Lynn Dollin, Deputy Mayor, Town of Innisfil

## Secretary-Treasurer

### *Staff Official Nomination for one position - Acclaimed:*

Trevor Wilcox, General Manager of Corporate Performance, County of Simcoe

## County Caucus

### *Elected Officials Nominations for three positions – Acclaimed:*

Jo-Anne Albert, Councillor, County of Hastings  
Paul McQueen, Councillor, County of Grey

*One County Caucus Elected Official vacancy to be filled by the 2016 – 2018 AMO Board of Directors, as directed by AMO Bylaw No. 2.*

### *Staff Official Nomination for one positions – Acclaimed:*

Brenda Orchard, Chief Administrative Officer, County of Huron

## Large Urban Caucus

### **Elected Officials Nominations for five positions – Election Required:**

Shaun Collier, Regional Councillor, Town of Ajax  
 Cathy Downer, Councillor, City of Guelph  
 Chris Friel, Mayor, City of Brantford  
 Kevin George, Councillor, City of Kingston  
 Rick Goldring, Mayor, City of Burlington  
 Lou Turco, Councillor, City of Sault Ste. Marie  
 Jared Zaifman, Councillor, City of London

### **Staff Official Nomination for one position:**

No Nomination received – staff vacancy to be filled by the 2016-2018 Board of Directors, as directed by AMO Bylaw No. 2.

## Northern Caucus

### **Elected Officials Nominations for four positions - Acclaimed:**

Mac Bain, Councillor, City of North Bay (N.E.)  
 Michael Doody, Councillor, City of Timmins (N.E.)

David Canfield, Mayor, City of Kenora (N.W.)  
 Phil Vinet, Mayor, Municipality of Red Lake (N.W.)

## Regional and Single Tier Caucus

### **Elected Officials Nominations for six positions – Election Required:**

John Abel, Councillor, Town of Aurora  
 Roger Anderson, Regional Chair, Region of Durham  
 Colin Best, Councillor, Region of Halton  
 Brian Bigger, Mayor, City of Greater Sudbury  
 Paul Grenier, Councillor, Region of Niagara  
 David Henderson, Mayor, City of Brockville  
 Mark Taylor, Deputy Mayor, City of Ottawa  
 Allan Thompson, Councillor, Region of Peel  
 Tony Van Bynen, Councillor, Region of York

## Rural Caucus

### **Elected Officials Nominations for four positions – Election Required:**

Ron Eddy, Mayor, County of Brant  
 Ronald E. Holman, Councillor, The United Counties of Leeds and Grenville  
 Liz Huff, Councillor, Township of Leeds & the Thousand Islands  
 Bill Vrebosch, Mayor, Municipality of East Ferris  
 Mark Wales, Councillor, Township of Malahide  
 Chris White, Mayor, Township of Guelph/Eramosa

### **Staff Official Nominations for one position - Acclaimed:**

Chris Wray, CAO/Clerk-Treasurer, Municipality of Wawa



## Small Urban Caucus

### **Elected Official Nominations for four positions – Election Required:**

Gail Ardiel, Deputy Mayor, Town of the Blue Mountains  
David Beres, Deputy Mayor, Town of Tillsonburg  
Jim Collard, Councillor, Town of Niagara-on-the-Lake  
Robert Foster, Councillor, Town of Lincoln  
Graydon Smith, Mayor, Town of Bracebridge

### **Staff Official Nomination for one position - Acclaimed:**

Larry McCabe, Chief Administrative Officer, Town of Goderich



AMO Communications  
<communicate@amo.on.ca>

07/06/2016 03:46 PM

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

cc

bcc

Subject AMO Policy Update - Ontario Asset Management Regulation  
Consultations - Considerations for Members Taking Part

July 6, 2016

## Ontario Asset Management Regulation Consultations – Considerations for Members Taking Part

### To Heads of Council, CAOs, and Clerks:

On July 11, 2016 the Ministry of Infrastructure of Ontario will begin consultations on potentially establishing an asset management planning regulation under the *Infrastructure for Jobs and Prosperity Act, 2015*, to set the form and content of municipal asset management plans.

AMO strongly supports municipal asset management and has worked hard to provide resources and programming to help municipalities develop their capacity. However, the Association has significant concerns with a regulatory approach at this time to municipal asset management planning. Our advice to the Province was to not regulate but rather to update the Guideline, and to share and inform to develop a deeper culture of asset management planning. Regulating activity is always a very heavy-handed approach which we ask members to take into account while participating at these provincial consultations.

Since 2012 municipalities seeking provincial funding for infrastructure have been required to demonstrate how a proposal aligns with their asset management plan. This has resulted in nearly all municipal governments doing asset management planning. However, the Province remains concerned that the asset management plans vary substantially in what they contain and how they measure and report. The proposed regulation is focused on addressing this. We are concerned that the Province is proposing to develop a regulation for standardization and consistency purposes that would be of greater use to the Province than to municipal governments.

The consultation document indicates that the Province is proposing to do this by requiring:

- the creation of a municipal asset management policy specifying council's role and update frequency
- an asset inventory that lists the type, quantity, replacement cost, age, and condition of assets
- the use of standard service level indicators and measures to allow cross-municipal comparison
- a lifecycle management policy that sets out costs, risks, funding options, and future burden
- a financial strategy that details an asset's expenditure requirements, municipal revenues, the range of funding sources available, etc.

AMO participated in the group of municipal staff that the Province put together to inform its approach. In discussions at the political level, elected representatives advised that:

**Preference for guidance** – A more thorough and better guidance to municipalities on asset management can achieve greater capacity while respecting municipal diversity. Municipalities have already achieved a significant expansion in asset management with guidance and capacity support. Asset management is more a continuous cycle of planning. Tying asset management to funding application requirements has helped move the practice forward but at the same time, unsuccessful grant applications detract from the use of asset management planning. Taking a guidance, supportive approach is a course of action that, at this time, will be seen to be more helpful than a regulatory approach for 444 municipal governments.

**Federal Gas Tax alignment** – Any direction, guidelines or a regulation, taken by the Province needs to be consistent with the federal gas tax reporting requirements. Otherwise, municipalities will be doing more work than needed if not aligned.

**Municipal capacity** – Regulating asset management for the sake of standardization could stretch municipal staff capacity further without a direct municipal benefit.

**Administrative Burden** – Increasing regulatory burden on municipal governments is a major drain on municipal staff time and council activity. By regulating municipal asset management plans and requiring these plans to be integrated with all the others municipalities currently do, increases red tape, requires staff time and means councils will need to spend time on ensuring provincial requirements are met, rather than finding solutions to local problems.

In preparing to take part in the consultation process, AMO members may wish to think of their own experiences with asset management planning and the need for regulation. We hope the above concerns will be helpful in informing your input to the Province in this consultation.

**AMO Contact:** Craig Reid, Senior Advisor, E-mail: [creid@amo.on.ca](mailto:creid@amo.on.ca), 416.971.9856 ext. 334.

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Ministry of Natural  
Resources and ForestryMinistère des Richesses  
naturelles et des ForêtsTel: (807)274-5337  
Fax: (807)274-4438July 6<sup>th</sup>, 2016**INSPECTION of APPROVED AERIAL HERBICIDE SPRAYING  
CROSSROUTE FOREST**

The Ontario **Ministry of Natural Resources and Forestry (MNRF)** invites you to inspect the MNRF-approved aerial herbicide spray project. As part of our ongoing efforts to regenerate and protect Ontario's forests, selected stands on the **Crossroute Forest** (see map) will be sprayed with herbicide to control competing vegetation, starting on or about: **August 7th, 2016**. The herbicide **Vision Max**, registration # **27736** will be used.

The approved project description and project plan for the aerial herbicide project is available for public inspection at the Resolute Forest Product and on the MNRF public website at [ontario.ca/forestplans](http://ontario.ca/forestplans) beginning **August 7th, 2016 until March 31<sup>st</sup>, 2017** when the annual work schedule expires. Ontario Government Information Centres at Atikokan and Rainy River provide access to the internet.

Interested and affected persons and organizations can arrange an appointment with MNRF staff at the MNRF District or Area office to discuss the aerial herbicide project.

For more information, please contact:

Judy Kaufman  
Resolute Forest Products  
427 Mowat Ave.,  
Fort Frances, ON  
P9A 3N2  
807-274-5311

Philip Cooze  
Ministry of Natural Resources  
922 Scott St.,  
Fort Frances, ON  
P9A 1J4  
807-274-8639

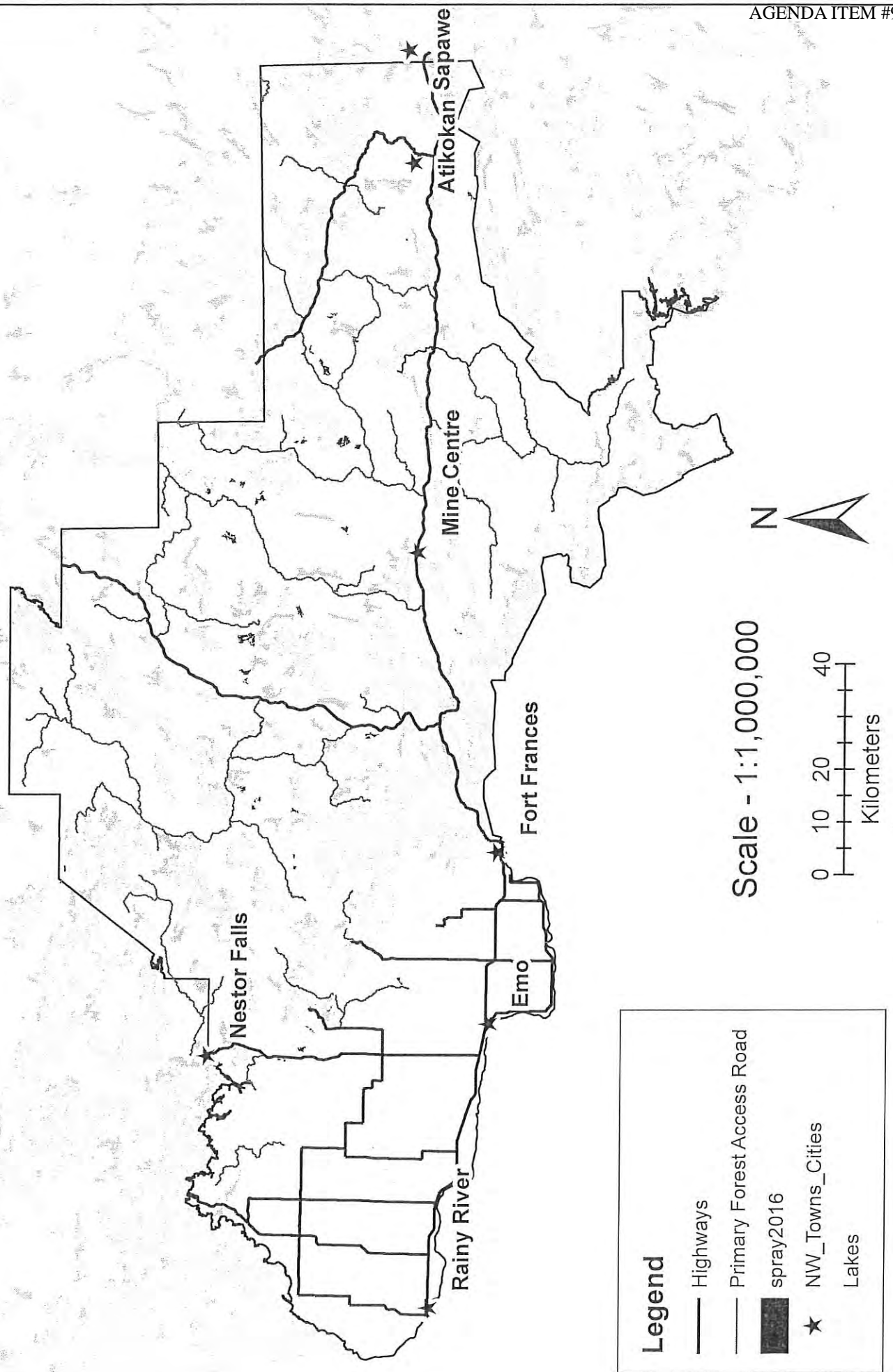
Renee Perry  
Ministry of Natural Resources  
108 Saturn Ave.  
Atikokan, ON  
P0T 1C0  
807-597-5010

or call toll free: 1-800-667-1940 and ask to be forwarded to one of the contacts above.



Greg Chapman  
District Manager  
Fort Frances District  
Telephone: 807-274-8633  
Fax: 807-274-4438

# 2016/2017 Aerial Herbicide Spray Program for the Crossroute Forest





**Ministry of  
Transportation**

Office of the Minister

Ferguson Block, 3<sup>rd</sup> Floor  
77 Wellesley St. West  
Toronto, Ontario  
M7A 1Z8  
416-327-9200  
www.ontario.ca/transportation

**Ministère des  
Transports**

Bureau du ministre

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M7A 1Z8  
416-327-9200  
www.ontario.ca/transports

**JUN 24 2016**

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

Dear Mayor Avis:

I am pleased to inform you of the launch of the next intake for the Ministry of Transportation's Connecting Links Program.

The Connecting Links Program provided \$20 million in 2016-17, and will be increased to \$25 million in 2017-18 and \$30 million in 2018-19 and the following years. This will support municipalities with the construction and repair of roads and bridges on connecting links.

Funding will be provided for up to 90 percent of total eligible project costs. The maximum amount of funding for eligible costs is \$3 million per project. Funding is provided for the design, construction, renewal, rehabilitation and replacement of connecting link infrastructure.

This investment is part of the Ontario government's Moving Ontario Forward plan which will see \$31.5 billion invested over 10 years in transit, transportation, and other priority infrastructure projects across the province. Nearly half, or about \$15 billion, is dedicated to communities outside of the GTHA.

The program application process will be open on June 23, 2016 and can be found at:

<http://www.mto.gov.on.ca/english/highway-bridges/connecting-links.shtml>  
<http://www.mto.gov.on.ca/french/highway-bridges/connecting-links.shtml>

The website will include program details and contact information should you or your staff have questions.

.../2



-2-

The deadline for applications is October 21, 2016. Funding decisions will be made and all applicants will be notified in January 2017. Funding for the selected connecting link projects will begin in the spring of 2017.

The ministry looks forward to receiving your application.

Sincerely,



Steven Del Duca  
Minister

c. Mark McCaig, CAO

**Ministry of Northern Development  
and Mines****Ministère du Développement du Nord et  
des Mines****Ministry of  
Transportation****Ministère des  
Transports**

Office of the Minister

Bureau du ministre

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 416-327-9200  
[www.ontario.ca/transports](http://www.ontario.ca/transports)



June 27, 2016

His Worship Roy Avis  
 Mayor  
 Town of Fort Frances  
 320 Portage Avenue  
 Fort Frances ON P9A 3P9  
[ravis@fort-frances.com](mailto:ravis@fort-frances.com)

Dear Mayor Avis:

We are writing to notify you of consultations related to the intercity bus regulatory regime in Ontario. We would welcome your input and hope that you will be able to participate.

The 2016 Ontario Budget, *Jobs for Today and Tomorrow*, included a commitment to consult with industry and municipalities on options to enable new and innovative choices for intercity passenger travel. This is part of a broader government commitment to consult on the sharing economy to help determine the best approach for Ontario moving forward.

As part of the intercity bus consultation, the Ministry of Transportation (MTO) posted a discussion paper on the Environmental Registry on June 23<sup>rd</sup> outlining our proposed path forward for modernizing the intercity bus regulatory regime. This paper builds on the feedback we received in fall 2015 from municipalities, industry and the public on an initial Environmental Registry posting. The posting and discussion paper can be found at the following link: <http://www.ebr.gov.on.ca/ERS-WEB-External/displaynoticecontent.do?noticeId=MTI4ODg0&statusId=MTk0ODk1>.

We want to hear directly from as many people as possible, as the intercity bus industry plays a critical role in Ontario's transportation system. MTO staff will also present the discussion paper to industry and municipal stakeholders at key conferences and meetings across the province this summer. The sessions will bring together municipal leaders, industry operators, social and health service providers, and other interested parties. Further information on these events will be provided at the following link as details get finalized: <http://www.mto.gov.on.ca/english/transit/intercity-bus-proposal.shtml>.

.../2

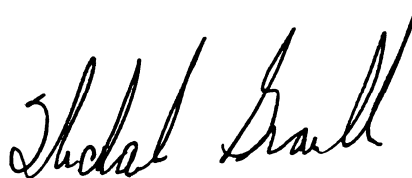
-2-

We encourage you to provide your input on this important initiative, and we look forward to receiving your comments on the proposal.

Sincerely,



Steven Del Duca  
Minister of Transportation



Michael Gravelle  
Minister of Northern Development and Mines

# The Corporation of the City of Kenora Council Resolution

AGENDA ITEM #9.5



Resolution No. 11

Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

**June 14, 2016**

Whereas the province implemented a ban on door-to-door sales for electricity and natural gas contracts by passing the Strengthening Consumer Protection and Electricity System Oversight Act, 2015; and

Whereas Ontarians over the last twelve months continue to experience unsolicited, aggressive and misleading sales tactics at their door from companies seeking to sell home energy products, despite this provincial legislation; and

Whereas the door to door agents acting on behalf of these companies misrepresent their purpose and/or identity, often posing as utility inspectors and government agents needing to gain access to the homes of Ontarians; and

Whereas people across Ontario, and in particular vulnerable City of Kenora senior citizen residents, have been targeted by these door to door misrepresentations and misleading sales tactics;

Now Therefore Be It Resolved That the Council of the City of Kenora urges the Provincial Government to ban all door-to-door sales in the home services sector (more specifically the sale or lease of HVAC equipment, water heaters, water filtration systems and other related home energy products and services by door-to-door sales agents) as soon as possible; and further

That a copy of this resolution be sent to all municipalities in Ontario asking for support by passing a similar resolution and forwarding to their MPPs.

Defeated \_\_\_\_ Carried ✓

**Mayor**

or A/Mayor

Recorded Vote	AYE	NAY	Dec. of Interest	Absent
Councillor Goss				
Councillor McMillan				
Councillor Reynard				
Councillor Roussin				
Councillor Smith				
Councillor Wasacase				
Mayor Canfield				

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



# The Corporation of the City of Kenora Council Resolution

AGENDA ITEM #9.6



Resolution No. 21

Moved by Ryerson

Seconded by [Signature]

**June 14, 2016**

~~~~~

Whereas in the 2016 Ontario Budget, the government of Ontario has suspended current intake of applications to the Rural Economic Development Program and has indicated that it plans to integrate the program into the Jobs and Prosperity Fund; and

Whereas the Jobs and Prosperity Fund is narrowly focused and is restricted to private sector organizations and industry partners, which prevents access to funding for rural municipalities and others who formerly benefitted from the Rural Economic Development Program. The emphasis on large projects that meet either of minimum \$5 million or \$10 million in eligible project costs thresholds, will significantly restrict benefits from this fund; and


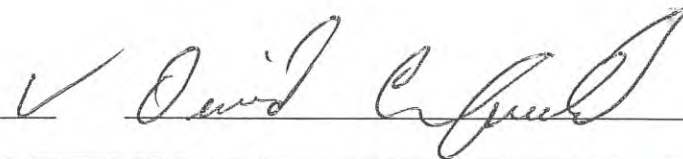
Whereas in contrast, the Rural Economic Development Program supported a number of capacity building projects including but not limited "Business Retention and Expansion" and "Downtown Revitalization" projects and Economic Development Strategic Planning projects for small rural municipalities who were looking to improve their local economy; and

Whereas because the Jobs and Prosperity Fund is not specifically designated for rural areas, that that funds from this program will likely favour more urban areas of the province;

Now Therefore be it Resolved that the Council of the City of Kenora asks the Province of Ontario to reconsider the suspension and the integration of the Rural Economic Development Program into the Jobs and Prosperity Fund with the view to ensuring that the Rural Economic Development Program stays as an intricate funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario; and further

That this resolution be circulated to all municipalities in Ontario requesting that they endorse and support this resolution and communicate their support to the Premier and the Minister of Agriculture, Food and Rural Affairs.

June 14, 2016

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

| Recorded Vote       | AYE | NAY | Dec. of Interest | Absent |
|---------------------|-----|-----|------------------|--------|
| Councillor Goss     |     |     |                  |        |
| Councillor McMillan |     |     |                  |        |
| Councillor Reynard  |     |     |                  |        |
| Councillor Roussin  |     |     |                  |        |
| Councillor Smith    |     |     |                  |        |
| Councillor Wasacase |     |     |                  |        |
| Mayor Canfield      |     |     |                  |        |

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

\_\_\_\_\_



## CLERK'S DEPARTMENT

June 28, 2016

The Honourable Kathleen Wynne  
Premier of Ontario  
Legislative Bldg., Room 281  
Queen's Park  
Toronto, ON  
M7A 1A1

Dear Honourable Premier:

### **Re: Mandatory Municipal Consent for Future Renewable Energy Projects**

This is to confirm that on Monday, June 27, 2016 West Lincoln Township Council adopted the following resolution.

(a) ITEM P74-16

**WHEREAS**, the Independent Electrical System Operator has requested input on the RFP process used to award renewable energy contracts; and,

**WHEREAS**, the government indicated that new contracts would be directed to willing host communities, and

**WHEREAS**, three of the five contracts announced on March 10 did not have municipal support for the project; and,

**WHEREAS**, there is no differentiation in the Green Energy Act to allow for larger setbacks based on the size of the Turbines being allowed for each installation, and

**WHEREAS**, there has been great disregard for the Township of West Lincoln's Natural Heritage System and the Tree Inventory during the installation of the Transmission system of the current project

**NOW THEREFORE**, be it resolved that the Council of the Township of West Lincoln requests:

- That the Municipal Support Resolution become a mandatory requirement in the IESO process;
- That the rules be amended to require that the resolution related to this support must be considered in an open Council meeting held after the community meeting organized by the proponent;
- That full details of the project, including siting of project elements and site consideration reports, are required to be made available at the community meeting and to the Council before the resolution is considered; and,

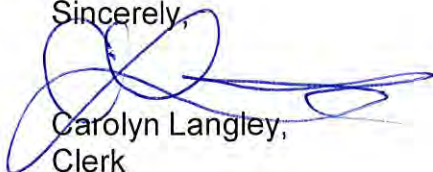
**THAT**, this resolution be forwarded to the Premier, Leaders of the Official Oppositions; Ministers of the Ministry of the Environment, Infrastructure and

Energy, Rural Affairs and Agriculture and Food, Municipal Affairs; Region of Niagara; Niagara Peninsula Energy Inc.; local MP and MPP; the Renewable Energy Approval applicants in West Lincoln and to all municipalities in the Province of Ontario requesting their support.

By copy of this letter, I am advising the appropriate parties of the action taken by Council regarding Mandatory Municipal Consent for Future Renewable Energy Projects.

If you have any questions regarding the above, please do not hesitate to contact the undersigned.

Sincerely,



Carolyn Langley,  
Clerk

cc: Patrick Brown, Leader of the Official Opposition, Progressive Conservative  
 Andrea Horwath, Leader-New Democratic Party  
 The Honourable Glen R. Murray, Minister of the Environment & Climate Change  
 The Honourable Bob Chiarelli, Minister of Infrastructure  
 The Honourable Jeff Leal, Minister of Agriculture, Food & Rural Affairs  
 The Honourable Glenn Thibeault, Minister of Energy  
 The Honourable Bill Mauro, Minister of Municipal Affairs  
 Ralph Walton, Office of the Regional Clerk, Niagara Region  
 Janie Palmer, Chair, Board of Directors, Niagara Peninsula Energy Inc.  
 Michael Weidemann, President FWRN-LP (NRWC)  
 Dean Allison, MP  
 Tim Hudak, MPP  
 IPC/HAF – Rankin Construction, John MacLellan, Operations Manager – Renewable Energy  
 Chris Carter, CAO – Township of West Lincoln  
 Brian Treble, Director of Planning and Building – Township of West Lincoln

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# Fort Frances Museum & Cultural Centre

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

Fax: 807 274-4103

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

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

*Find us on Facebook!*

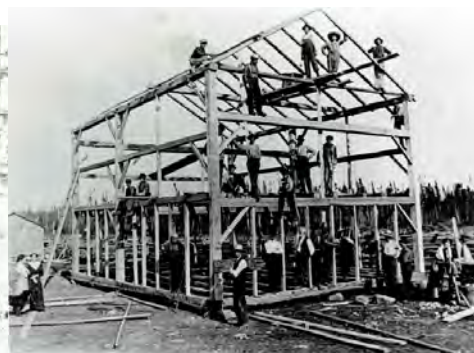


Summer 2016

## *Currently at the Museum!*

***Rainy River Roots—Settlement of the District*** is our latest exhibit. Curated by intern, Bethany Waite, the exhibit allows us to glimpse Fort Frances and area in the years prior to the second world war. The exhibit features photographs and artifacts from our collection, and covers such topics as homesteading, schools, churches, doctors, early epidemics, mail service... *you get the picture!*

On Thursday, June 30th, Mall Day in Fort Frances, we hope you will join us for an open house. This is your chance to stop by with your family, meet our summer staff and view the exhibit. There will be old-fashioned activities for children, and refreshment for all!



Thursday, June 30th, Mall Day, marks the opening for our **specialty teas & home-made scones**, served on fine china in the coolness of our upstairs meeting room. In conjunction with our open house, scones will be served with home-made jam and special butters. \$4 per person. The back elevator entrance will be open all day. *Pssst, moms, enjoy tea & scones upstairs while the young ones partake in activities downstairs! What's not to like about that?*

---

## Summer is here and so are our students!

They bring their own skill sets based on interests and talents, and help us out with summer programming. They ready the museum for the tourist season, including opening up our heritage sites on the waterfront: the Hallett and lookout tower. During May and June they prepare for visiting classrooms, and in July and August plan activities around weekly visits from Rec'n Crew and Day Care kids.

They cover reception, manage our gift items, create posters, assist Bethany with our media posts, and help both interns and me with our many research projects, including work on our Canada 150 themes. In addition, they will assist with Market Thursday's tea and scones, continue work on our newspaper digitization project, and have planned a great line-up of activities and baked goods for our exhibit opening, organized in conjunction with Mall Day, June 30th. We hope you will stop in and say hello!



**Cameron Cawston** (*left*) is funded through *Young Canada Works* and the Canadian Museums Association. A university student with OCAD, Cameron is studying integrated media.

**Mikayla Chiasson** (*below right, left side*) is funded through the *Summer Experience* program under the provincial Ministry of Tourism, Culture & Sport. Mikayla is attending Ryerson University and pursuing a Bachelor of Interior Design.

**Erika Cochrane** (*on right*) is with us through *Canada Summer Jobs* (Employment & Social Development Canada). She is working towards a general Arts & Science degree at Confederation College.



We are fortunate once again to receive the funding to offer employment to our student staff. The Museum benefits by being able to tackle many of the tasks that require extra manpower; i.e. working on our newspaper digitization project. The community benefits as we can also offer summer programming to Rec'n Crew and Day Care kids. The students benefit as they help pay for schooling costs, but also learn a variety of skills in a heritage field.



**Naomi McManaman** (*left*) is our returning high school student. Also funded through *Canada Summer Jobs*, she begins as soon as high school wraps up, but leaves us early in August for India and a humanitarian cause.

We always have much to accomplish each summer — maybe too much as summer has a way of slipping by should we forget to pay attention! Still, we're on track. The museum is in good hands.



## Museum Projects & Interns!

### Collection in good shape going forward

**Bethany Waite**, having completed the Museum Management & Curatorship post-graduate program at Fleming College, was hired in July 2015 to manage our collection. She is now into her final weeks with us at the Fort Frances Museum. She has inventoried our collection and ensured our database reflects our artifacts. Storage problems have been addressed, and we've room again for our collection to grow.

Too often, database entries made years ago don't give us enough information. A search on the database can tell me that the museum has a hame, but what is it exactly? Whose was it and what was its purpose? Was it manufactured locally, purchased, and who donated it to the museum? Is it in good shape and where is it located in storage?



Hame — one of two curved supports attached to the collar of a draft horse to which traces are fastened.

To minimize the impact of light, temperature, humidity and the accumulation of dust, artifacts are typically wrapped or boxed, then placed on shelves. So, not knowing where things are stored has always been a big handicap to creating interesting exhibits... up until now. Now, thanks to Bethany, I know.

Storage areas have been re-organized, two moveable storage units purchased, aisles cleared, and duplicates or items in poor shape have been identified.

I've been able to cross another important task off our list!

The above intern position was made possible through the Northern Ontario Heritage Fund Corporation overseen by the Ministry of Northern Development & Mines.

- ✓ Transfer two old databases to new computer software
- ✓ Inventory collection & ensure database up to date
- ✓ Review storage needs, add new units & reorganize
- Address accessioning backlog



### Interactive Programming

Last, but certainly not least, is **Julia Piskiewicz**, a post-graduate student in the Museum Management & Curatorship program at Fleming College. Julia's final course of study prior to graduating is a 14-week, free internship with a museum. Fortunately for us, she has chosen Fort Frances.

While here, she assists wherever she can gain some practical experience, but also focuses on one project. Julia's focus is conducting research into the interactive programming that will enhance our permanent exhibit themes in our upstairs gallery space. This project has been on our wish list for some time, so now one step closer to actually happening!

Visitors to our open house can meet both interns.

## Fibre Arts Festival 2016 coming up!

Entry deadline is approaching fast: August 15, 2016.

This museum-sponsored event will feature finished pieces submitted by local artists and crafters working with fibre. 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 2016. Maximum number of entries per person is three. Entry fees are as follows: \$15 for one piece, \$25 for two, \$30 for three submissions. Fees will cover administration costs.

Call 274-7891 for more information or ask at the museum. We're also online: [ffmuseum@fort-frances.com](mailto:ffmuseum@fort-frances.com)



## Looking ahead to Canada 150!

We have begun planning exhibits and events around Canada's sesquicentennial, which we celebrate in 2017. Our focus will be transportation, beginning with—*of course!*—the canoe, and including steam boats, bush planes, rail, road and recreational modes of travel. If you have expertise in any of the above, or simply an interest in helping out, we are forming a committee to develop plans.



A Canada 150 exhibit will run April through to October next year, so will include our tourist season as well as those months

when school children are more likely to visit. During the summer months, we are borrowing a bush plane exhibit from Kenora, which includes a virtual plane set-up and flying simulator, but we also plan to expand on our own rich bush-plane history.

In addition, we need consider what events we would like to showcase that celebrate our vibrant past. If you have any thoughts, please give us a call at 274-7891.

## William Hampden Tener (Tenner)



As a Canada 150 project, the museum, in partnership with Jim Cumming and Merv Ahrens, have plans to compile and publish the photographs of William H. Tener. As indicated in a Fort Frances Times article, the glass plate negatives once belonged to Jim's father, Bob. Because the museum did not have the means of housing the collection, it was sent to the Ontario Archives for preservation. We are now in the process of acquiring high resolution copies of the photographs for the purpose of publication.



## Saturday Arts Programming

Last winter the museum partnered with Friends of the Museum to provide arts programming to our community. Together we paid for artists to lead the workshops, plus covered the costs of advertising.



Adult participants paid for materials only.

Children attending the open studios for families paid \$2 per person. In this way, costs for programming were within reach for most of our community.

This fall we'd like to do it again. If you are an artist who is interested in leading a workshop, please put together a proposal including costs for materials. Keep in

mind that we're trying to keep fees affordable for everyone.

Thank you to artists—Lindsay Hamilton, Jennifer Coats, Charleen Mallory and Nichole Lowey—who led workshops: Christmas wreaths & centre-pieces, soapmaking, painting with acrylics, Pysanky, chalkboard art, terrariums and children's open studios during this past winter. The workshops were well attended and enjoyed by all.



## Calendar of Events

- Thursday, June 30th, Mall Day: Open House from 10 - 5. Activities for children. Refreshments.
- Market Thursdays from June 30th until Aug 25: specialty tea & home-made scones upstairs.
- Aug 15th: deadline for submissions for Fibre Arts Festival.
- Sept thru Dec: Fibre Arts Festival, upstairs gallery — in house.
- Sept / Oct: battle of Hong Kong; breast health - local curators.
- Thurs Nov 3rd: Friends Fundraising Gala—  
**Night at the Museum!**
- Nov & Dec: 'Threadworks' — borrowed from Ontario Needleworkers and Wellington County
- Jan thru Mar 2017: 'Free Masonry, History Hidden in Plain Sight' — Bruce County Museum



**Summer hours: Open daily, 10 a.m. until 5 p.m. Admission fees apply.  
Adults \$4, Children & Seniors \$3, Family Rate \$12**

## Grants

Besides our student grants, the museum regularly applies for other funding opportunities. If you are familiar with grant writing, you will know that the grant is only part of it; to receive funding, the organization must come up with their share of the funds—50% or 75% depending on the grant—and must meet certain criteria, i.e. in case of an intern, must provide government-legislated training and insurance.

The ‘big’ one for museums is our operating grant, due each June. This is dependent on our museum meeting museum standards set by the Canadian Museum Association around collections care, exhibits, programming, education, our facility and a number of other criteria. It ensures we are meeting our responsibilities.

In addition to our operating grant, we have applied for a MAP ECF grant, which assists museums with the costs of traveling exhibits. If approved, funding will off-set loan fees and transportation costs for the Freemasonry exhibit that we have planned for January.

Again this year, we are applying for a one-year intern position. If approved the intern will oversee programming and events. He/she will continue the work began by Julia this summer; that is to develop interactive programming for our permanent gallery through

the use of tablets and video clips.

The intern will also expand upon the programming planned in conjunction with Canada 150 exhibits and



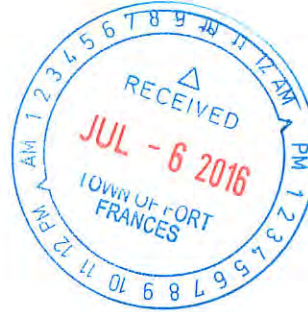
events, including the possibility of a winter carnival that will feature heritage activities: i.e. sleigh rides, snowshoe races, jam-pail curling, pond hockey, ice fishing derby, bannock on a stick, etc, planned for Sand Bay and the Point.

Programming will be geared to all age levels to ensure community participation in Canada 150 celebrations is inclusive to all.



June 30, 2016

FORT FRANCES, TOWN OF  
320 Portage Avenue.  
Fort Frances, ON P9A 3P9



Dear Mayor and Members of Council:

**RE: Industry funding for Municipal Blue Box Recycling for the first quarter of the 2016 Program Year**

Packaging and printed paper companies, represented by Stewardship Ontario, fulfill their responsibilities to fund 50% of the net cost of the Blue Box Program by making cash payments to municipalities on a quarterly basis.

On June 15, 2016, the Waste Diversion Ontario (WDO) Board determined that payments to municipalities will be based on a 2015 funding obligation of \$121,552,551. WDO provided further details with respect to the WDO Board's determination of the 2016 obligation in a report on their website. The report can be read at .

<http://wdo.ca/Programs/blue-box>.

Stewardship Ontario is providing payments to municipalities in accordance with the WDO Board's decision.

On behalf of Stewardship Ontario, I want to thank you for your continued efforts to increase waste diversion in this province.

Sincerely,



David Pearce  
Supply Chain Officer  
Stewardship Ontario

# ALL OF THESE PHYSICIANS ARE MEMBERS OF AN EXCLUSIVE CLUB...



THEY'RE ALL

# Council Award WINNERS!

*Each year the Council honours outstanding physicians in Ontario*

## SELECTION CRITERIA

The criteria for selecting a physician for the Council Award are based on the eight “physician roles” identified by Educating Future Physicians of Ontario in 1993. These roles reflect the many needs and expectations of our society, and outline an archetype of the “ideal physician”. Those roles are:

- 1 Medical Expert/Clinical Decision Maker**  
 The physician is well-informed about the science and technology of medicine and health care. The physician’s knowledge and skill is used to collect and interpret data, make appropriate clinical decisions and carry out diagnostic and therapeutic procedures.
- 2 Communicator**  
 The physician has effective, humane relationships with patients and colleagues. The physician understands and responds to patients’ needs, fears, beliefs and expectations and effectively counsels and educates on health care needs and public health care issues.
- 3 Collaborator**  
 The physician works in partnership with other health care professionals and sees the patient and family members as partners in health care decision-making. The physician appropriately uses community and health care resources.
- 4 Gatekeeper/Resource Manager**  
 The physician recognizes the many determinants of health and the implications of those determinants for the practice of medicine. The physician participates at a number of organizational levels to address issues such as quality of care and quality assurance mechanisms.
- 5 Health Advocate**  
 With an understanding of the many determinants of health, the physician advocates for more effective public health interventions and policies.
- 6 Learner**  
 The physician recognizes that the abilities to change and to continue to learn are essential to the practice of good medicine. The physician is a self-directed learner and keeps abreast of current treatments and philosophies.
- 7 Scientist/Scholar**  
 The physician understands the scientific method and applies it to patient encounters, community health issues and to the critical assessment of literature related to the biological, psychological and sociological basis of illness. The physician may be engaged in scientific research.
- 8 Person & Professional**  
 The physician has developed strategies for coping with professional demands to provide maximum opportunity for effective relationships with patients and colleagues while at the same time providing excellent medical care. The physician is committed to the highest standards of excellence in clinical care and ethical conduct.



## ASSESSING THE CRITERIA

The College wants to honour physicians whose performance in these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others. Council Awards are presented at Council meetings, which are held quarterly.

## ELIGIBILITY FOR NOMINATION

Anyone may nominate an eligible physician for the Council Award. To be eligible for nomination, a physician must be licensed in Ontario and be in good standing with the College. Former recipients of the Council Award or the Excellence in Quality Management of Medical Care Award are not eligible for nomination. Members of the Council, and staff of the College and members of their immediate families are also not eligible for nomination for the Council Award. The completed nomination form (on back) and required documentation must be submitted by October 3, 2016, for consideration by the Council Award Selection Committee.\*

*\* Previous nominees who were unsuccessful are eligible*

## NOMINATION INSTRUCTIONS

1. Complete the nomination form, providing as much information as possible about the physician nominee. Type or print clearly in the space provided. If additional space is required, attach additional pages.
2. Provide a detailed nominator's statement. In this statement, please describe how the physician nominee has demonstrated overall excellence using the eight physician roles outlined on the previous page. It is recognized that individual physicians will demonstrate more extensive expertise in some roles than in others. The nominator may include concisely presented pertinent supporting materials (letters, reports, testimonials, press clippings, etc.).
3. Find a seconder for the nomination. The seconder should provide a seconder's statement, their own written testimonial about the nominee and his or her accomplishments, again using the eight physician roles.
4. The completed Council Award nomination form (including nominator's statement, supporting material and seconder's statement) can be emailed or mailed to:

**The Council Award, c/o Tracey Sobers**  
**Communications Department**  
**College of Physicians and Surgeons of Ontario**  
**80 College Street, Toronto, Ontario, M5G 2E2**

**Tel: (416) 967-2600 or 1-800-268-7096, extension 402**

**Email: [tsobers@cpso.on.ca](mailto:tsobers@cpso.on.ca)**

### CHECKLIST:

Nomination form complete ..... ☐

including:

Nominator's statement ..... ☐

Secunder's statement ..... ☐

Supporting documents (optional) ..... ☐

**Note: The deadline for nominations is**  
**Monday, October 3, 2016 at 5 p.m.**

Any questions concerning the nomination instructions should be directed to Tracey Sobers, and additional nomination forms can be obtained by contacting her. Nomination forms are also available at: [www.cpso.on.ca](http://www.cpso.on.ca).



# Council Award

Nomination Form

If more space is required, please include additional pages.

**NOMINEE**

Name of nominee:

Address:

Telephone number:workhome

E-mail address:

Date and place of birth:

Degrees earned  
(Degree, School, Year):

Specialty, if any:

Type of practice:

Faculty appointments, if any:

Previous honours and awards:

**NOMINATOR**

Name:

Address:

Telephone number:

E-mail address:

**SECONDER** (must be provided)

Name:

Address:

Telephone number:

E-mail address:

TOWN OF FORT FRANCESMINUTESSESSION NO. #12June 20, 2016

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on June 20, 2016 from 8:00 a.m. to 9:09 a.m.

PRESENT: D. Kitowski, Chair, W. Bryunetta, J. ALbanese, Councillors, R. Avis, Mayor

ALSO PRESENT: L. Slomke, Clerk, A. Byrnes, P. Briere, By-Law Enforcement, D. Brown, Manager of O&F, M. McCaig, CAO

1. **Call to Order** - 8:00am  
Session #12
2. **Disclosure of pecuniary interest and the general nature thereof**  
- None
3. **Approval of Previous Committee Minutes**  
Approval of minutes of the June 6, 2016 meeting
  - 3.1 Approval of the minutes of the June 6, 2016 meeting  
- Approved as circulated
4. **Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**  
- None
5. **In-Camera**  
- None
6. **Items Referred from Council**
  - 6.1 Letter Dated May 24, 2016 from C. Armstrong - Change to prohibited animals by-law  
- A handout was provided from the City of Thunder Bay surrounding backyard chickens. A general discussion took place regarding the existence of chickens at dwellings in Town. The recommendation of the Planning and Development Executive Committee is to defer this matter until the next meeting when more information can be gathered.
  - 6.2 Letter dated June 1, 2016 from Ahlan and Judith Johanson - Property Standards By-Law  
- A discussion surrounding property standards and the property in question. The process for property clean up has begun on the property and the landlord is engaged and the property owner will be working with By-Law when they are in town from work. The normal process for property standards will proceed through to completion.
  - 6.3 Report from P. Briere - Parking in the Downtown core strategic plan initiative update.  
- A lengthy discussion surrounding downtown parking was had where the Planning and Development Executive Committee recommends, in consideration of the BIA and Fort Frances Chambers of Commerce meetings and information, that the Town hire a temporary By-Law Enforcement officer to complete an enforcement blitz to focus on the Scott Street parking.
7. **New Business**
  - 7.1 L. Slomke - Deeming of SM-34 and SM-109 - known as 446 Third Street  
- The recommendation of the Planning and Development Executive Committee is to complete the deeming by-law for the properties.

- 7.2 P. Briere - Traffic Control By-Law amendments for the Town of Fort Frances Children's Complex
  - The recommendation of the Planning and Development Executive is to complete the amendment to the traffic control by-law

8. Outstanding Items

- None

9. Information

- None

10. Non-agenda Items

- None

11. Adjourn / Next Meeting Date - 9:09am  
July 4, 2016

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
T. Rob, Chief Building Official

TOWN OF FORT FRANCESMINUTESSESSION NO. #33Tuesday, June 21, 2016

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on Tuesday, June 21, 2016 at 12:00 p.m.

PRESENT: Councillor Ken Perry, Councillor Paul Ryan, Councillor Wendy Brunetta and Mayor Roy Avis

ALSO PRESENT: Doug Brown, O&F Manager, Travis Rob, CBO, Dawn Galusha, Deputy Treasurer, Aaron Petrin, HR Manager and Laurie Witherspoon, Treasurer

REGRETS: Mark McCaig, CAO

**1. Call to Order**

1.1 Councillor Ken Perry called the meeting to order at 12:04 p.m.

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

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

**4. Approval of Previous Committee Minutes**

4.1 The Committee considered the following resolution:

Brunetta/Ryan: That the minutes of the previous meeting held on Tuesday, June 7, 2016 be approved as presented. CARRIED

**5. In-Camera**

5.1 Review of Information Technology Services Contract - The Committee considered the following resolution to go in-camera:

Brunetta/Ryan: That the Administration and Finance Executive Committee now meet in-camera in order to address a matter pertaining to personal matters about an identifiable individual, including municipal or local board employees. CARRIED

**6. Items Referred from Council**

6.1 District 1A Senior Games Committee Financial Request - The Committee recommended to approve a donation to the District 1A Senior Games Committee held on June 7 & 8, 2016 in the amount of \$200.00.

6.2 Rainy River District Municipal Association per Capita Request - The Committee recommended to support the Rainy River District Municipal Association and approve payment of the requested \$0.45 per capita 2016 levy in the amount of \$3,579.75.

**7. New Business**

7.1 Telephone System Update - Administration recommended to implement an auto attendant at the Civic Centre and further that proper notice as prescribed in the Collective Agreement be sent to the members of CUPE.

7.2 357/358 Application 525 Portage Avenue - The Committee recommend that the 357/358 Application for 525 Portage Avenue be received.

Note: Following the meeting, MPAC advised that the values are being re-evaluated therefore the report will not be forwarded for Council approval at this time.

- 7.3 Financial Software Update - A verbal update was given for the RFP for financial software. Staff are in the process of evaluating each proposal received and hope to have a recommendation coming forward for the next meeting.

8. Non-agenda Items

9. Outstanding Items

- 9.1 Couchiching First Nations Water & Sewer Agreement
- 9.2 Elected Officials Remuneration By-Law No. 202/10-C (Fall)

10. Information

- 10.1 May 2016-General, Water and Sewer, and Capital Fund Actuals

11. Adjourn / Next Meeting Date

- 11.1 Tuesday, July 5, 2016 at 12:00 p.m.

\_\_\_\_\_  
Executive Committee Chair

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

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #012

June 22, 2016

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on June 22, 2016 from 8:37 a.m. to 9:50 a.m.

PRESENT: Doug Kitowski, June Caul and Doug Brown

ALSO PRESENT: Mayor Roy Avis and Guests Mr. & Mrs. Haukass (8:37 a.m. to 9:10 a.m.)

**1. Call to Order**

The meeting was called to order at 8:37 a.m.

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

None

**3. Approval of Previous Committee Minutes**

3.1 Minutes from the meeting of this Committee on June 8, 2016 - the minutes were approved as circulated.

**4. Non-agenda Items**

4.1 Sanitary and Sewer Infrastructure - Colonization Road East

4.2 Mr. & Mrs. Haukaas - drainage issue

**5. New Business**

5.1 Purchase of Traffic Logix SafePace 450 Radar Speed Sign - the administration report was reviewed and will be forwarded to Council for approval.

5.2 Tender - Selection of Municipal Special or Hazardous Waste (MSHW) Service Provider to Host a Household Hazardous Waste Drop off Day Event in 2016 - the administration report was reviewed and will be forwarded to Council for approval.

5.3 May 2016 Drinking Water Systems Monthly Summary Report - the May 2016 Drinking Water Systems Monthly Summary Report was reviewed and will be forwarded to Council for approval.

**6. NON-AGENDA ITEMS**

6.1 Sanitary and Sewer Infrastructure - Colonization Road East - the Operations and Facilities Manager handed out an administration report. After a lengthy discussion the report will be revised to include the following recommendations:

1. That the Town would be responsible for the initial design and installation costs to provide the necessary sanitary sewer infrastructure along Colonization Road East to ensure either 825 and/or 835 Colonization Road East residential properties can connect or tie-in to this new infrastructure in the future.
2. That if a request is received by the Town from either the residential property owner of 825 and/or 835 Colonization Road East to connect to the new sanitary sewer



infrastructure along Colonization Road East that the Town ensure the appropriate sanitary sewer connection fee is charged to recover the initial design and installation costs.

The revised report will be forwarded to Council for approval.

- 6.2 Mr. & Mrs. Haukass - Drainage Issue - property owners of 1234 First Street East - gravel backlane issue - Mr. & Mrs. Haukass gave an in depth presentation on the maintenance of the gravel backlane abutting their property over the years. They are of the opinion that the Town has raised the elevation of the backlane and now the lane is creating a "damming" effect where water is ponding on their property as a result of the increase in elevation of the gravel lane. All members of the Operations and Facilities executive committee were given the opportunity to ask any questions and seek clarification. The Town will investigate the allegation and provide an administration report at the next Operations and Facilities executive committee meeting scheduled for July 6, 2016. Mr. & Mrs. Haukass left the meeting at 9:10 a.m.

7. Information

- 7.1 Fort Frances Wastewater Treatment Facility May 2016 Monthly Report - the OCWA Monthly Report was reviewed and will be forwarded to Council as information only. No action required.
- 7.2 Sewer and Water Data for 2016 - updated May 31, 2016 - the Water and Wastewater Spreadsheet updated May 31, 2016 was reviewed and will be forwarded to Council as information only. No action required.
- 7.3 Aircraft Landings 2016 - as of May 31, 2016 - the Airport Statistics as of May 31, 2016 were reviewed and will be forwarded to Council as information only. No action required.

8. Adjourn / Next Meeting Date

The meeting was adjourned at 9:50 a.m.

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
D. Brown, Manager of Operations & Facilities

TOWN OF FORT FRANCESMINUTESSESSION NO. # 031June 20, 2016

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on June 20, 2016 from 10:30 a.m. to 11:47 a.m.

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

ALSO PRESENT: Doug Brown - CAO elect, Shannon Jackson - Fitness Instructor, Sherry George - Museum Curator, Shawna McRitchie - Children's Complex Superintendent

**1 CALL TO ORDER (Session # 031)**

June Caul called the meeting to order at 10:27 a.m.

**2 APPROVAL OF AGENDA (call for non-agenda items)**

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

**4 APPROVAL OF PREVIOUS COMMITTEE MINUTES**

4.1 Community Services Executive Committee - June 6, 2016 - **Approved as circulated.**

**5 NEW BUSINESS**

5.1 MSC Summer Hours - Shannon Jackson - In an attempt to rectify expressed patron concerns that MSC staff has received, the Community Services Executive Committee recommends to Mayor & Council to sanction 5 additional hours of weekend operation at MSC as identified with an estimated cost of \$90.89/weekend or \$908.90 total for the summer. Records of attendance will be kept on file throughout the summer to assess the success of the expanded weekend hours.

5.2 Canada 150 - SnOasis 5: Canada Alive! - Sherry George - The Community Services Executive Committee recommends to Mayor and Council to support the Friends of the Museum in their organization of SnOasis 5: Canada Alive! to help celebrate Canada's 150th with a winter carnival as proposed.

5.3 Community Museum Operating Grant - Sherry George - The Community Services Executive Committee recommends to Mayor and Council to authorize the submission of the 2016 Community Museum Operating Grant to the Ministry of Tourism, Culture, and Sport by Museum Curator, Sherry George and also to authorize the Mayor and Clerk to sign the grant application on behalf of the Town.

- 5.4 Children's Complex - St. Michael's Program Expansion - Shawna McRitchie - The Community Services Executive Committee recommends to Mayor & Council to authorize the submission of an application to the Ministry of Education to increase the licenced capacity for children at St. Michaels and St. Francis Schools as presented.
- 5.5 Daycare Parking - The Committee approved the addition of 2 Handicap parking spaces as presented by the Planning & Development executive report.
- 5.6 St. Francis Sports Fields Joint Use Agreement - The Community Services Executive Committee recommends to Mayor & Council to approve the St. Francis Sports Fields Joint Use Agreement with the Rainy River District School Board and Northwest Catholic District School Board as attached and sanction document execution by Mayor and Clerk.

## 6 ITEMS REFERRED FROM COUNCIL

- 6.1 District 1A Senior Games Committee Request - The committee did not have concerns contributing further to the Senior Games and forwarding that intent to A&F for input.
- 6.2 Canadian Armed Forces Request to use MSC Parking Lot - The Committee recommends to Mayor and Council to authorize the Canadian Armed Forces to perform a gun demonstration in the Memorial Sports Centre parking lot on October 15, 2016 as presented and authorize agreement execution by the Mayor and Clerk.

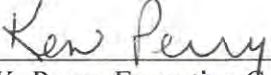
## 7 NON-AGENDA ITEMS NIL

## 8 IN-CAMERA NIL

## 9 INFORMATION

- 9.1 Outstanding Item - Community Transportation
- 9.2 Next Meeting - July 18, 2016

## 10 CLOSING

  
K. Perry, Executive Committee Chair

  
J. Kabel, Manager of Community Services