

TOWN OF FORT FRANCES

AGENDA - August 8, 2016

MEETING - Council Chambers , Civic Centre

Page

1. COUNCIL MEETING

(Session No. 045) 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 Hearing to Consider Section 357/358 Applications (714 Armit Avenue and 426 Victoria Avenue)

4 - 9

3. Consent Agenda:

3.1 Items Referred from Committee of the Whole

3.2 Letter dated July 7, 2016 from W. Krag, 800 Scott Street re: Invoice in Dispute

10 - 11

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

3.3 Letter dated July 13, 2016 from G. Cariou, Executive Director, Ontario's Sunset Country Travel Association re: Annual Per Capita Marketing Contribution

12

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

4. Approval of Council Minutes: *

4.1 Session No. 044, July 11, 2016

5. Approval of Committee of the Whole Minutes: *

5.1 Session No. 066, July 11, 2016

6. Resolutions from tonight's Committee meeting

7. By-Laws:

	Page
7.1 Being a by-law to authorize an extension to a license agreement with the Minister of Economic Development, Employment and Infrastructure for purposes of leasing storage space at the airport garage.	13 - 17
7.2 Being a by-law to approve a lease renewal agreement at the Fort Frances Municipal Airport with Mr. E. Mose	18 - 20
7.3 Being a by-law to amend a by-law which appointed a Treasurer for the Corporation of the Town of Fort Frances.	21
7.4 Being a by-law to approve an Employment Agreement with T. Dennis for his appointment as Chief Building Official / Municipal Planner for the Town of Fort Frances.	22 - 32
7.5 Being a by-law to approve a service agreement with Frank Wepruk doing business as Wepruk Enterprises for the provision of information technology services.	33 - 35
7.6 Being a by-law to authorize an agreement with Diamond Software Inc. for the purpose of granting use of software applications programs.	36 - 63
7.7 Being a by-law to approve a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs through its Seniors Community Grant Program.	64 - 86
7.8 Being a by-law to authorize the execution of a wage enhancement agreement with Rainy River District Social Services Administration Board for the 2016 Provincial portion allotted for Child Care.	87 - 96
8. <u>New Items:</u>	
8.1 Save the Date: Mobsters & Dames Fundraising Gala to support Riverside Foundation for Health Care	97
8.2 Letter dated July 22, 2016 from C. Noble, Manager, Sister Kennedy Centre re: Invite to Seniors Information and Active Living Fair on Tuesday October 4, 2016.	98 - 99
9. <u>Information Correspondence:</u>	
9.1 AMO Communications	100 -
- AMO Watchfile July 14, 2016	108
- AMO Watchfile July 28, 2016	
- AMO Members' Update - Infrastructure Canada - Phase 1 Infrastructure Funding Agreements	
- AMO Policy Update - Infrastructure Canada - Phase 1 Infrastructure	

	Page
Funding Agreement - Updated Cross Country Status - AMO Annual Report (2015) Available Online	
9.2 Local Authority Services & Frank Cowan Company - 2016 Risk Management Symposium	109 - 111
9.3 Local Authority Services - Investment Basics and Beyond Workshops	112 - 113
9.4 Letter dated July 21, 2016 from L. Harbers, CMO, Director of Corporate Services / Clerk, Township of South Stormont re: Rural Economic Development Program (RED) resolution Letter dated July 19, 2016 from W. J. Hutton, CAO/Clerk, County of Renfrew re: Rural Economic Development Program (RED) resolution	114 - 117
9.5 Letter dated July 14, 2016 from J. Harrison, Mayor, City of Quinte West re: Taxation - Impact on Campgrounds	118 - 119
9.6 Perth County Council - Resolution re: Climate Change Action Plan	120 - 121
9.7 Rural Ontario Municipal Association - ROMA Speaks (2017 ROMA AGM & Annual Conference registration)	122 - 123
9.8 Letter dated July 28, 2016 from M. Lyle, Vice President, Independent Electricity System Operator re: Release of 20 Year Electricity Plan for the West of Thunder Bay Area	124 - 125
10. <u>Minutes:</u>	
10.1 Rainy Lake Market Square Advisory Committee - April 28, 2016 and May 9, 2016	126 - 129
10.2 Community Services Executive Committee - June 20, 2016	130 - 131
10.3 Planning & Development Executive Committee - July 4, 2016	132 - 133
10.4 Administration & Finance Executive Committee - July 5, 2016	134 - 136
10.5 Operations & Facilities Executive Committee - July 6, 2016	137 - 138
10.6 Downtown BIA Meeting - June 15, 2016	139 - 140
11. <u>Non-agenda Items</u>	
12. <u>ADJOURNMENT</u>	

13. *** Previously distributed to Council**
14. **** Items can be viewed by contacting the Clerk**



**ADMINISTRATION & FINANCE DIVISION
TREASURY REPORT 2016/70**

TO: Mayor Avis & Members of Council

FROM: Laurie Witherspoon, Treasurer

DATE: August 2, 2016

SUBJECT: 357/358 Applications for Tax Adjustment
 Re: 714 Armit Ave. (2015) Roll # 5912-020-005-03300-0000
 426 Victoria Ave. (2015) Roll # 5912-020-002-13700-0000

BACKGROUND

Attached are the 357/358 Applications for reconsideration of assessment and adjustment for 2015 taxes for 714 Armit Ave. and 426 Victoria Ave. resulting from RTC/RTQ change for Commercial Full to Residential for the Metis Nation of Ontario properties.

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

Section 357 (5) (b) of the *Municipal Act* states that the Municipality must notify the applicant(s) of the meeting by mail sent 14 days before the meeting. Notice of Hearing to consider this Section 357/358 application for 2015 was mailed to the applicant on July 25, 2016 indicating notification that the public hearing is scheduled for Monday, August 8, 2016.

Recommendation

The Administration & Finance Executive Committee recommends that Council approve the adjustment of 2015 taxes under Section 357/358 of the *Municipal Act* for properties located at 714 Armit Ave. and 426 Victoria Ave. in Fort Frances.

Council Approval of This Report Will Agree to the recommendation of the Administration and Finance Executive Committee to approve the adjustment of 2015 taxes under Section 357/358 of the *Municipal Act* for properties located at 714 Armit Ave. and 426 Victoria Ave. in Fort Frances.

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

July 25, 2016

Metis Nation of Ontario
500 Old St. Patrick Street
Unit D
Ottawa, Ontario
K1N 9G4

Dear Property Owner:

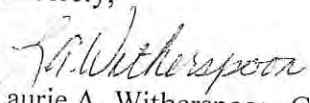
Re: Hearing to Consider Section 357/358 Applications

Please be advised that a public hearing has been scheduled for immediately following the Committee of the Whole Meeting of Council on Monday, August 8, 2016 in the Council Chambers located at the Civic Centre, 320 Portage Avenue, Fort Frances. The Committee of the Whole begins at 5:30 p.m.

The Council of the Town of Fort Frances will be conducting the hearing to consider Section 357/358 Applications, including the application with regard to properties located at 714 Armit Ave. and 426 Victoria Ave, in Fort Frances.

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

Sincerely,


Laurie A. Witherspoon, CMO
Treasurer

Enc.

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

Taxing Authority:	FORT FRANCES	Application #:	8697813
Roll #:	5912 020 005 03300	Application Reason:	357(1) (c)
Address:	714 ARMIT AVE	Tax Year:	2015
Claimed Relief Period:		From	April 1/15 To Dec 31/15

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Property Class	2012 CVA as returned or most recently revised for taxation year noted in application	2015 Phased-In Amount as returned or most recently revised	CVA as revised (Sec 40 or Sec 39.1) if applicable OR after the correction of a factual error (CVA)	Notional Value of Structure damaged, demolished, razed or removed OR undergoing repairs or renovations (CVA)	Notional Value of Property (land and any remaining bldgs.) after damage, demolition, razing or removal OR undergoing repairs or renovations (CVA)	Assessment			
						2008 CVA	2012 CVA	2015 Phased-In Value Attributed to Value in (H)	2014 Phased-In Value Attributed to Value in (H)
FROM								0	0
CT	120,000	120,000				130,000	120,000	120,000	120,000
								0	0
TO								0	0
RT						106,527	120,000	116,632	113,264
								0	0
								0	0
								0	0

MPAC's Remarks:

2015 Tax application was filed requesting exempt status. MPAC reviewed the change in ownership structure from previous years applications and based on the information provided, the subject properties are owned by MNO and would satisfy the requirement of "land owned, used and occupied by ... any ... non-profit philanthropic corporation". MPAC determined that MNO is a cultural organization that owns and occupies the subject properties for that purpose. On this basis, the properties are eligible to be included in the residential property class. A PRAN will be processed to reflect this change for the 2016 tax year.

Factor Methodology

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

Property Class	2008 CVA	2012 CVA	2015 Phased-In Value	2014 Phased-In Value	Factor Methodology Applied
RT	\$106,527	\$120,000	116,632	113,264	MDF
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	

MPAC Representative Name:
MPAC Representative Signature:
Date:

M. Cawston

28 Jun 16

SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #

Taxation Year:

2015

Municipality: FORT FRANCES Roll Number: 51-12-020005-03300
 Property Address: 714 ARMIT AVE Applicant Name: CLINT CALOER
 Owner Name: METISNATION OF ONTARIO Contact Number: 807-274-7076
 Mailing Address: 500 OLST. PATRICK ST Alternative Num: _____
UNIT 2, OTTAWA, ON K1N 9G4

Reason for Application: (Check one box only)

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

Details of Reason: Non-profit philanthropic organization

Effective from: 04.01.15 to 12.31.15 Applicant Signature: [Signature] Date: 07.14.15
 (MM/DD/YY) (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned		Revised Since Roll Return <input type="checkbox"/>		Assessment Report		School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other		
		Enter Revisions Below		<input type="checkbox"/> No Change In Assessment		<input type="checkbox"/> S357 Required for Next Year		
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CT</u>			<u>120,000</u>	<u>RT</u>			<u>116,632</u>	
Revised:				Reason for Change (Assessor Comments):				
				<u>Change from Commercial to Residential</u>				
Reason Original Assessment Revised:								
Assessor Name:				Signature:		Date: <u>1 1</u>		

TREASURER'S REPORT ON TAX LIABILITY						
RTC/RTQ	Taxable Assessment Reduction	Tax Rate	(Days) Months	Tax Adjustment	Original Levy	
<u>CT</u>	<u>- 120,000</u>	<u>0.04526535</u>	<u>275</u>	<u>- 4074 40</u>	<u>5407</u>	<u>84</u>
<u>RT</u>	<u>116,632</u>	<u>0.01876018</u>	<u>275</u>	<u>1643 25</u>		

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$2431.15

Comments: _____

Treasury Position: Treasurer Signature: [Signature] Date: 07.25.16

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION: Hearing Date (MM/DD/YY): 08.08.16

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

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

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

Taxing Authority:	FORT FRANCES	Application #:	8697816
Roll #:	5912 020 002 13700	Application Reason:	357(1) (c)
Address:	426 VICTORIA AVE	Tax Year:	2015
Claimed Relief Period:		From	April 1/15 To Dec 31/15

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Property Class	2012 CVA as returned or most recently revised for taxation year noted in application	2015 Phased-In Amount as returned or most recently revised	CVA as revised (Sec 40 or Sec 39.1) If applicable OR after the correction of a factual error. (CVA)	Notional Value of Structure damaged, demolished, razed or removed OR undergoing repairs or renovations (CVA)	Notional Value of Property (land and any remaining bldgs.) after damage, demolition, razing or removal OR undergoing repairs or renovations (CVA)	Assessment			
FROM						2008 CVA	2012 CVA	2015 Phased-In Value Attributed to Value in (H)	2014 Phased-In Value Attributed to Value in (H)
CT	81,000	80,750				80,000	81,000	80,750	80,500
								0	0
TO								0	0
RT						71,906	81,000	78,727	76,453
								0	0
								0	0
								0	0

MPAC's Remarks:


2015 Tax application was filed requesting exempt status. MPAC reviewed the change in ownership structure from previous years applications and based on the information provided, the subject properties are owned by MNO and would satisfy the requirement of "land owned, used and occupied by ... any ... non-profit philanthropic corporation". MPAC determined that MNO is a cultural organization that owns and occupies the subject properties for that purpose. On this basis, the properties are eligible to be included in the residential property class. A PRAN will be processed to reflect this change for the 2016 tax year.

Factor Methodology

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

Property Class	2008 CVA	2012 CVA	2015 Phased-In Value	2014 Phased-In Value	Factor Methodology Applied
RT	\$71,906	\$81,000	78,727	76,453	MDF
			0	0	
			0	0	
			0	0	
			0	0	
			0	0	

MPAC Representative Name:
MPAC Representative Signature:
Date:

M. Cawston

28-Jun-16

SECTION 357/358 APPLICATION

TO THE COUNCIL OR THE ASSESSMENT REVIEW BOARD

Application/Appeal #

Taxation Year:

2015

Municipality: FORT FRANCES Roll Number: 59-12-020-002-131-00
 Property Address: 426 VICTORIA AVE Applicant Name: CLINT CALDER
 Owner Name: METISNATION OF ONTARIO Contact Number: 807-274-7076
 Mailing Address: 500 OLD ST. PATRICK ST Alternative Num: _____
UNITD, OTTAWA ON K1N 9G4

Reason for Application: (Check one box only)

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

Details of Reason: New profit philanthropic organizationEffective from: 04.01.15 to 18.31.15 (MM/DD/YY)

Applicant Signature: _____

Date: 07.14.15 (MM/DD/YY)

ASSESSMENT REPORT: MUNICIPALITY				ASSESSOR				
Assessment Roll As Returned	Revised Since Roll Return <input type="checkbox"/>			Assessment Report School Bd: <input type="checkbox"/> Eng <input type="checkbox"/> Fr <input type="checkbox"/> Other				
	Enter Revisions Below			<input type="checkbox"/> No Change In Assessment <input type="checkbox"/> S357 Required for Next Year				
RTC/RTQ	2005 Base-year CVA	2008 Base-year CVA	Current Phased Assessment	Revised RTC/RTQ	Revised 2005 Base-year CVA	Revised 2008 Base-year CVA	Revised Current Phased Assessment	Change to Current Phased Assessment
<u>CT</u>			<u>80,750</u>	<u>RT</u>			<u>78,727</u>	
Revised:				Reason for Change (Assessor Comments):				
Reason Original Assessment Revised:								

Assessor Name: _____ Signature: _____ Date: 1/1

TREASURER'S REPORT ON TAX LIABILITY

RTC/RTQ	Taxable Assessment Reduction	Tax Rate	(Days) Months	Tax Adjustment	Original Levy
<u>CT</u>	<u>- 80,750</u>	<u>.04506535</u>	<u>275</u>	<u>- 2,241.73</u>	<u>3,639.03</u>
<u>RT</u>	<u>78,727</u>	<u>.01870018</u>	<u>275</u>	<u>1,109.19</u>	

Recommended: ☐ No Adjustment ☒ Adjustment ☐ Cancellation ☐ Refund Total Amount: \$1,632.54

Comments: _____

Treasury Position: Treasurer Signature: A.G. Witherspoon Date: 07.25.16

COUNCIL OR ASSESSMENT REVIEW BOARD DECISION:

Hearing Date (MM/DD/YY): 08.10.16
☐ Approved ☐ Amended & Approved ☐ Not Approved ☐ Applicant Did Not Appear ☐ Application Abandoned

Reason: _____

Appeared for Applicant: _____ Appeared for Municipality: _____

Signature of Council/ARB Member: _____ Name/Title: _____

Fort Frances Mayor and Council
 Fort Frances Civic Center
 Fort Frances ON

July 7 2016

William Krag
 Owner of Property 800 Scott St
 Fort Frances ON



Mayor and Council:

This letter is concerning invoice 0024472 in the amount of \$6,158.73.
 I feel this invoice unwarranted and do not feel we should be responsible for the entire amount.

On Nov 30 2015 I was to begin digging a new sewer line into my property located at 800 Scott St. I had obtained the appropriate line locates required for this job. The sewer and water locate was quite vague, so I called the public works department for assistance but was not able to get anyone to come to the property. I went to the public works office and Doug Herr said they wouldn't be able to assist in this process but did provide me with a rudimentary drawing as to where dig to try and find the water line. I dug as best I could and found one water line that was leaking slightly. I called again and asked for someone to come and look at it. No one showed so I continued to dig and hooked the water line and pulled it out of the curb stop and water began to flow and fill the hole, I then called again there was no answer so I left a message about what happened. A crew showed up shortly and was able to stop the leak. Upon the finish of the clean up another old bent curb stop rod was noticed close to the one I was digging by. When asked about it I was told that that would be a dead line and not to worry about it. On Wednesday December 2 2015 I continued digging avoiding the "dead line" but it turned out that line looped around and under where I was digging and that one was also pulled off the curb stop and began filling hole with water I again called public works and was told a crew would be dispatched. I am not sure how long it was but it was quite a while before anyone showed up thus allowing the water to undermine the side walk.

The line was repaired and I was able to finish with my work. There are other factors that created a lot of difficulty in finishing this project and cost me expenses and time to remedy. I do not believe I should be held responsible for any of the repairs as with assistance of town personnel these events would have been avoided. My property only requires one service and I should not be made to pay for something I neither asked for nor need.

I am responsible for the \$263.50 for Sewer Service Materials.

I would be happy to explain this further in person if you like. But this bill is not an unpaid bill it is a bill in dispute and should not be transferred to land taxes.

Sincerely ;
 Bill Krag 807 275 9297 fssr@nwonet.net

TOWN OF FORT FRANCES

320 Portage Avenue, Fort Frances, ON P9A 3P9

Tel. (807) 274-5323

KRAG WILLIAM & M FILLION
800 SCOTT ST
FORT FRANCES ON

CUSTOMER NO.: 005210
INVOICE DATE: JAN. 13, 2016
INVOICE NO.: 0024472
AMOUNT DUE : \$ 6,158.73

P9A 1J2

ITEM DESCRIPTION	WATER	TOTAL
WATER REPAIRS: NOV/DEC 2015	\$	5,895.23
SEE ATTACHED: 800 SCOTT ST		
PURCHASE OF SEWER SERVICE MATERIALS		233.19
SEE ATTACHED:		

HST 13% 30.31
TOTAL DUE & 6,158.73

TERMS: due 30 days
Interest will be charged at 1¼% per month on all overdue accounts.

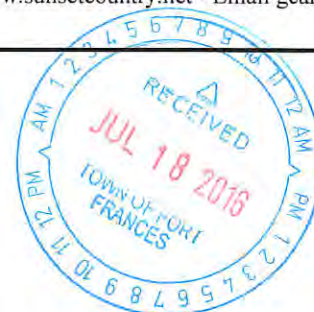
G.S.T. REGISTRATION #R106984586



Box 647, Kenora, ON P9N 3X6 • 1-800-665-7567 • 807-468-5853 • Fax 807-468-5484 • www.sunsetcountry.net • Email gcariou@sunsetcountry.net

13 July, 2016

Mayor Roy Avis and Council
Town of Fort Frances
Box 38
Fort Frances, ON P9A 3M5



Dear Mayor Avis & Council:

Re: Annual Per Capita Marketing Contribution – Sunset Country Travel Association

Sunset Country Travel Association has launched its annual membership drive and we are looking forward to working with Fort Frances again in 2016/17. The Town has been an important and valued marketing partner over the past years by providing the Association with a per capita contribution. Last year, Fort's contribution was 25 cents per capita. This rate has been the same for 7 consecutive years. After holding our rates for such an extended period of time, we are requesting that Council consider a nominal increase in the per capita allocation it provides to **27.5 cents** per capita for 2016/17. These investments Council makes through the Association contribute to the direct marketing expenditures we make including:

- A three-year, \$105,000.00 investment in the development of a new regional tourism website at www.visitsunsetcountry.com
- Maintenance of 5 Facebook social media pages – currently over 200,000 people follow these pages on Facebook. Maintaining and promoting these pages cost over \$30,000.00 in 2015/16
- Annual presence promoting the region at 5 consumer shows at a cost of over \$25,000.00
- Production, printing and distribution of 30,000 copies of the annual Sunset Country Guide and Map.
- In 2015/16, Sunset Country spent an additional \$150,000.00 in direct marketing expenditures on ads in magazines, newspapers, TV, radio and on the Internet..

As the figures above clearly show, tourism marketing is an expensive undertaking if it is to be done effectively and while private sector members of the Travel Association provide approximately 90% of the revenues we utilize in our marketing, the 10% that we do get from municipalities in the region is still very important. No other organization does more than Ontario's Sunset Country to make tourists aware of the vacation opportunities in Northwestern Ontario and then, to get them to actually visit here.

Tourism really does matter – many retail and service businesses as well as those in the hospitality sector that are located in your community could not survive without the seasonal boost in revenues they receive from tourists. This nominal allocation from your community is pooled with private sector contributions creating a large enough funding pot which can be used to make a real difference.

Enclosed is a copy of our 2016 Travel Guide that we produced. Thank you for considering our annual contribution request. Working together, we can ensure tourism makes a positive difference in our region and in our communities.

Respectfully yours,

Gerry Cariou
Executive Director

TOWN OF FORT FRANCES

BY-LAW NO. 09/15 - B

(Being a by-law to authorize an extension to a license agreement with the Minister of Economic Development, Employment and Infrastructure for purposes of leasing storage space at the airport garage - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS on March 2, 2015, Council approved a by-law to authorize a license agreement with the Minister of Economic Development, Employment & Infrastructure (Provincial Government – MNR) for the Rental of One Bay in the Airport Maintenance Garage;

AND WHEREAS on August 8, 2016, Council approved a recommendation from the Operations & Facilities Executive Committee to authorize an extension to said license agreement;

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

- 1. That the extension to the license agreement with the Minister of Economic Development, Employment & Infrastructure, in the form of Schedule “A” attached to this by-law be approved for the Mayor to sign and affix the Corporate Seal thereto.

This By-Law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Clerk

L12249

SECOND LICENSE EXTENSION AND AMENDING AGREEMENT**THIS AGREEMENT** made in triplicate as of November 1, 2016.**BETWEEN:****THE CORPORATION OF THE TOWN OF FORT FRANCES**

(the "Licensor")

OF THE FIRST PART

- and -

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ECONOMIC DEVELOPMENT,
EMPLOYMENT AND INFRASTRUCTURE**

(the "Licensee")

OF THE SECOND PART**WHEREAS:**

- A. By a license agreement dated February 15, 2016, (the "Original License"), the Licensor did license unto the Licensee for a term of three (3) months commencing on February 15, 2015 and ending on May 14, 2015 (the "Term"), the premises more particularly described as eight hundred (800) square feet as set out on Schedule "C" attached thereto (the "Licensed Premises"), in the building municipally known as 1300 Frog Creek Road (the "Building"), in the unorganized township of Miscampbell, also in the Town of Fort Frances, in the Province of Ontario (the "Lands"), as more particularly described in Schedule "A" attached thereto, in addition to other terms and conditions as set out therein.
- B. By a license extension and amending agreement dated November 1, 2015 (the "First License Extension and Amending Agreement") the Licensor and the Licensee agreed to extend the Term in accordance with the terms of the Original License, with an extension term commencing on January 1, 2016 and expiring on March 31, 2016 (the "First Extension Term"), in addition to other terms and conditions as set out therein.
- C. Pursuant to the terms of the First License Extension and Amending Agreement, the Licensee was entitled to extend the Term for three (3) additional terms of five (5) months each.
- D. The Licensee has now exercised its first right to extend the Term in accordance with the terms of the First License Extension and Amending Agreement, with an extension term commencing on November 1, 2016 and expiring on March 31, 2017 (the "Second Extension Term").
- E. The Original License, the First License Extension and Amending Agreement and this second license extension and amending agreement (the "Agreement") are hereinafter collectively referred to as the "License", except as specifically set out herein.
- F. The parties have agreed to extend and amend the License on the following terms and conditions:

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The parties hereto confirm that the foregoing recitals are true in substance and in fact.
- 2. The License is hereby extended for a further term of five (5) months commencing on

November 1, 2016 and ending on March 31, 2017 (the "Second Extension Term"), at an annual license fee of Six Thousand, Seven Hundred and Nineteen Dollars and Forty-Six Cents (\$6,719.46) (the "License Fee"), payable in advance in equal monthly instalments of One Thousand, Three Hundred and Forty-Three Dollars and Eighty-Nine Cents (\$1,343.89) on the first day of each month during the Second Extension Term.

The annual License Fee is based on three (3) days of use per week at a rate of One Hundred and One Dollars and Eighty-One Cents (\$101.81) per day. Any additional days of use will be paid for by the Licensee at the above-mentioned daily rate upon receipt of an invoice from the Licensors for such additional use, such invoice to be issued once a year at the end of the calendar year in which such charges were incurred.

Any additional days are to be invoiced to the following:

Ministry of Natural Resources and Forestry
300 Water Street, 3rd Floor N
Peterborough, Ontario K9J 8M5
Attention: Facilities Manager

3. The Licensee, as a courtesy to the Licensors, at its sole discretion, provide twenty-four (24) hours' notice to the Licensors of its intended time of use of the Licensed Premises.
4. The Licensors shall provide the Licensee with keys for access and security for the Building.
5. The Licensee shall pay to the Licensors all applicable Sales Taxes assessed on the License Fee payable by the Licensee to the Licensors under this License.

"Sales Taxes" means all business transfer, multi-usage sales, sales, goods and services, harmonized sales, use, consumption, value-added or other similar taxes imposed by the Government of Canada and/or Ontario upon the Licensors, or the Licensee, or in respect of this License, or the payments made by the Licensee hereunder or the goods and services provided by the Licensors hereunder including, without limitation, the use of the Licensed Premises and the provision of administrative services to the Licensee hereunder.

6. The Licensee shall continue to have the right to terminate this at any time, by giving the Licensors not less than fourteen (14) days' prior written notice of termination without penalty, compensation, damages or bonus.

In the event the Licensee exercises such right of termination, the Licensors shall promptly refund the Licensee any prepaid License Fee with respect to the period following the effective date of the early termination, calculated on a pro rata basis based on the remaining number of days in the current license period.

7. The extension contemplated pursuant to this Agreement is subject to all the covenants and agreements contained in the License, as amended, renewed and extended from time to time, save and except:
 - (a) The Licensee shall be entitled to extend the License for one (1) additional term of five (5) months (together with the remaining two (2) options to extend the License as set out in the First License Extension and Amending Agreement) for a total of three (3) further terms of five (5) months each (each a "Further Extension Term"). Each Further Extension Term shall be upon the same terms and conditions of the License except that there shall be no further right of extension and except for the License Fee, which shall for each Further Extension Term be based upon the market license rate as determined by the parties as of the date which is not less than ninety (90) days prior to the commencement of the Further Extension Term, or failing such agreement, by arbitration in accordance with the *Arbitration Act, 1991*, S.O. 1991, c.17, as amended, or any successor act. The Licensee shall give written notice to the Licensors of its extension of this License not less than ninety (90) days prior to the end of the Second Extension Term or Further Extension Term, as the case may be.

- (b) The Licensor agrees that upon the request of the Licensee, the Licensor, and any Person hired by the Licensor: (i) to do work on the Building; or (ii) who requires access to the Licensed Premises to do any work, whether to the Licensed Premises or otherwise, shall undergo security screening checks in compliance with Ontario Government policies. The Licensor further agrees that any Person hired by the Licensor to supply janitorial services to the Building shall be reputable and all of its employees shall be bonded.
- (c) All sections, clauses or provisions of the License which obligate the Licensee to pay interest to the Licensor for any reason whatsoever are hereby amended to delete the obligation of the Licensee to pay interest to the Licensor, in order to conform with the Licensee's obligation to comply with the Financial Administration Act, R.S.O. 1990, c.F.12, as amended.
8. The Licensor and the Licensee hereby mutually covenant and agree that during the Second Extension Term they shall each perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
9. The Licensor and any of its successors, assigns, directors, officers, employees, agents, servants, and representatives shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensee, with the License or the exercise of any of the rights or obligations of the Licensor hereunder. The Licensor shall disclose to the Licensee in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- For clarification, a "conflict of interest" means, in relation to the performance of its contractual obligations pursuant to this License, the Licensor's other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this License.
10. Except as otherwise specifically provided in this Agreement, all words and expressions used in the Original License shall apply to and be read as applicable to the provisions of this Agreement.
11. The provisions of this Agreement shall be interpreted and governed by the laws of the Province of Ontario.
12. The Licensor acknowledges and agrees that the commercial and financial information in this Agreement is subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.
13. This Agreement shall be binding upon and enure to the benefit of the administrators, successors and/or assigns of the respective parties hereto.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

14. This Agreement shall not be binding upon the Licensee until it has been executed by or on behalf of the Licensee.

EXECUTED by each of the parties hereto under seal on the dates written below.

**SIGNED, SEALED AND
DELIVERED**

Dated this ____ day of _____, 20__.

THE CORPORATION OF THE TOWN OF FORT FRANCES

Per: _____
Name:
Title:

Authorized Signing Officer

Per: _____
Name:
Title:

Authorized Signing Officer

Dated this ____ day of _____, 20__.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF ECONOMIC
DEVELOPMENT, EMPLOYMENT AND
INFRASTRUCTURE, AS REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

Per: _____
Name:
Title:

Authorized Signing Officer

TOWN OF FORT FRANCES

BY-LAW NO. 59/11 - A

(Being a by-law to approve a lease renewal agreement at the Fort Frances Municipal Airport - the Municipal Act, 2001, S.O. 2001, c. 25.)

WHEREAS on August 8, 2016, Council approved a recommendation from the Operations and Facilities Executive Committee that a lease renewal agreement be entered into with Eldon Mose at the Fort Frances Municipal Airport;

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

1. That the lease renewal agreement with Eldon Mose (hangar lot lease with term July 1, 2016 to June 30, 2021), in the form attached hereto as Schedule "A" 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 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Clerk

THIS AGREEMENT made this 1st day of July, Two Thousand and Sixteen

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(The “Town”)

-And-

Eldon Mose
(The “Tenant”)

WHEREAS:

- A. The Town and the Tenant hereinafter collectively referred to as the “Parties” entered into an agreement of lease (the “Lease”) dated July 1, 2006 with respect to the property (“Demised Premises”) described as: A hangar lot comprising of approximately 450 square meters, at the Fort Frances Airport.
- B. The copy of the lease dated July 1, 2006, in each of the Parties possession forms Part of this Agreement as Schedule “A”.
- C. The term (the “Term”) of this lease and subsequent renewals is due to expire and end June 30, 2016.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from July 1, 2016 to and including June 30, 2021 on substantially the same terms and conditions as set out in the Lease.

NOW THEREFORE the Parties agree as follows:

- 1. The Town agreed to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including July 1, 2016 to June 30, 2021.
- 2. The annual amount payable by the Tenant to the Town in respect of the Tenant’s lease of the Demised Premises for the Term July 1, 2016 to June 30, 2021 shall be the sum of \$ 894.96, HST included, which amount shall be payable by the Tenant to the Town upon the signing of this agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: _____
Mayor

Per: _____
Clerk

For: Eldon Mose

Witness:_____

Per: _____
Eldon Mose

TOWN OF FORT FRANCES

BY-LAW NO. 08/06 - A

(BEING a by-law to amend a by-law which appointed a Treasurer for the Corporation of the Town of Fort Frances – the *Municipal Act, 2001*, R.S.O. 2001, c.25, section 286.)

WHEREAS on August 8, 2016 Council approved a recommendation from the Administration & Finance Executive Committee to amend this appointment due to a name change.

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

1. That the following appointment be made effective on the date indicated:

1) Effective August 8, 2016:

L. Lindberg –Treasurer

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 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Clerk

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to approve an employment agreement with Tyson Dennis for his appointment as Chief Building Official / Municipal Planner for the Town of Fort Frances, the *Municipal Act, 2001*, S.O. 2001, c. 25, Section 8.)

WHEREAS on August 8, 2016, Council approved a verbal report from the Chief Administrative Officer with regard to an employment agreement with Tyson Dennis and his appointment as Chief Building Official / Municipal Planner 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 Tyson Dennis in the form attached be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That effective August 22, 2016, Tyson Dennis is appointed to the office of Chief Building Official / Municipal Planner;

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 8th day of August 2016.

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 -
Tyson Dennis

WHEREAS:

1. The Town requires an Chief Building Official/Municipal Planner to among other things perform the duties (as "Duties" is defined in paragraph 1(a) of this Agreement);
2. Tyson Dennis has applied to the Town for the position of Chief Building Official/Municipal Planner and;
3. The Town has, subject to and upon the terms and conditions contained in this Agreement, agreed to engage Tyson Dennis as Chief Building Official/Municipal Planner;

NOW THEREFORE: The Town of Fort Frances and Tyson Dennis (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 Tyson Dennis 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 Tyson Dennis 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 Tyson Dennis to perform the Duties for the Term.
 - b) Notwithstanding anything contained in this agreement Tyson Dennis 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 Tyson Dennis 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 Tyson Dennis the following:
 - i. the Town shall provide Tyson Dennis 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 Tyson Dennis, 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 Tyson Dennis 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 Tyson Dennis 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 Tyson Dennis except for payment of all amounts due and owing up to the date of the termination.
- e) Tyson Dennis 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 Tyson Dennis has or may have against the Town, its Affiliates and any of their directors, officers, employees and their successors and assigns. Tyson Dennis 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. Tyson Dennis:

- 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 Chief Building Official/Municipal Planner 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. Tyson Dennis 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 Tyson Dennis 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 Tyson Dennis that:
- a) Tyson Dennis'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 Tyson Dennis 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 Tyson Dennis 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 Tyson Dennis, as follows:

Fort Frances, Ontario
 P9A

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 Tyson Dennis.
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) (Tyson Dennis)

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

Dated: _____

The duties of Tyson Dennis shall be:

1. As set out in this Schedule "A"; namely the letter of confirmation dated July 28, 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
Tyson Dennis

Dated: _____

The Town agrees, subject to paragraph 2 of the Agreement to which this Schedule "B" is attached, to pay Tyson Dennis 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

July 28, 2016

Tyson Dennis

Fort Frances, ON P9A

Dear Mr. Dennis:

I am pleased to confirm your appointment to the position of Chief Building Official/Municipal Planner, effective August 22, 2016.

Your initial salary is \$ per annum, which is based on 2015 salary rates. 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.

Your membership in the OMERS pension plan will be effective upon your start date and as a full-time employee of the Town, you will be entitled to extended health benefits, and insurance coverage for disability, life, accidental death and dismemberment, effective December 1, 2016.

For the remainder of 2016, you will be entitled to one (1) week paid vacation. Beginning in 2017, your benefits will be as per the Town's Management/Non-Union Benefits Policy, enclosed for your reference.

Congratulations on your accomplishment, Tyson! Please feel free to contact me if you have any questions.

Best regards,

Aaron Petrin
 Human Resources Manager

cc supervisor, payroll, personnel file

Accepted and agreed to as above, by the undersigned:

Tyson Dennis

Date



POSITION DESCRIPTION

POSITION TITLE:	Chief Building Official/Municipal Planner
GENERAL SUPERVISOR:	Chief Administrative Officer
EMPLOYEE GROUP:	Management/Non-Union

Position Summary

- The incumbent is responsible for the administration and enforcement of the Ontario Building Code, the Building Code Act, the Provincial Offences Act, the Planning Act, the Statutory Powers Procedures Act, and the municipal by-laws governing the construction, renovation, and alteration of buildings and/or the bylaws concerning land use, and the protection of property rights within the municipality ("the regulations")
- The incumbent performs duties related to the preventative maintenance and the management of projects at the Civic Centre on an as-required basis

Direction Received

- The incumbent reports to the Chief Administrative Officer and is responsible for discharging the duties of the position with minimal supervision
- The incumbent is responsible for adhering to procedures as directed by the regulations
- From time to time, the incumbent confers with the CAO and the Operations and Facilities Division Manager for direction regarding administrative matters

Direction of Others

- The incumbent has no direct supervisory responsibilities

Revenue, Asset and Expenditure Scope

- The incumbent is responsible for overseeing a budget within the department, including oversight of some capital project spending

General Responsibilities – Chief Building Official

- Position responsibilities encompass building and property standard by-laws affecting the erection, demolition and alteration of any improvements to land by private citizens, general contractors and/or the municipality
- The majority of the incumbent's responsibilities concern the administration and enforcement of the building regulations
- Specifically, the incumbent:
 - Responds to queries and meets with applicants for building and/or plumbing permits
 - Interprets, explains and reviews simple to complex drawings to ensure proposed construction meets appropriate building regulations
 - Reviews proposals for large structures require detailed study
 - Contacts Ministry personnel for code interpretation, and construction consultants for plan clarification and/or expert advice
 - Assesses compliance with standards specifying any plan alterations required prior to issuing permits
 - Conducts inspections at work sites to ensure that approved plans are followed.
 - Corresponds with contractors and/or individuals to ascertain the reasons for deviation and to insist on correction
 - Issues orders to comply, which may include verbal warnings and/or a written order to comply and/or whether a stop work order is justified
 - Informs the CAO of all situations which would potentially require a stop work order, and prepares written reports to the CAO and Council when such orders are issued
 - Makes court appearances to testify regarding deficiencies and/or violations which precipitated legal action
 - On a monthly basis, the incumbent prepares and forwards routine statistical reports of building activity in Fort Frances to provincial and federal agencies, the CAO, and to Council
 - Consults with the By-Law Enforcement Officer on Property Standard matters with regard to complaints involving building construction infractions
 - Manages the maintenance and operation of facilities located at 320 Portage Avenue
 - Completes an internal audit of the Drinking Water Quality Management System on an annual basis
 - Participates in the development of a community sustainability plan
 - Submits grant applications as required
 - Ensures private contractors meet their obligations as outlined in the terms and conditions of executed contracts and/or letters of understanding
 - Ensures all safety standards and regulations as outlined under the Occupational Health and Safety Act and applicable legislation is followed at all times

- Assists in preparing capital budgets and in long-range planning and forecasting, including annual capital planning for Town-owned facilities
- Conducts project management on an as-required basis
- Provides contracted services as required by the Corporation
- Assumes additional duties as assigned

General Responsibilities – Municipal Planner

- In regards to land use regulations, the incumbent is responsible for providing advice and making recommendations to the Planning and Development Executive Committee, the CAO, the Municipal Clerk, and Council on matters concerning planning policy and legislation; and to the By-Law Department on matters pertaining to land use within the municipality
- Specifically, the incumbent:
 - Reviews applications for building permits to ensure that proposed construction and use is permissible under the regulations, and subsequently approves or rejects permit applications
 - Provides advice on zoning requirements and receives applications for amendments to municipal regulations
 - Prepares and provides notification of public meetings for zoning amendments
 - Drafts bylaws for amendments to municipal regulations
 - Ensures that proper protocol for notifications for amendments are adhered to
 - Advises Council on the need for site plan control concerning development proposals and prepares the necessary bylaws
 - Drafts site plan agreements in consultation with developers, and monitors site plans to ensure that development meets the edicts of agreements entered into between Council and developers
 - Prepares letters of zoning compliance at the request of applicants
 - Advises permit applicants on the requirements to achieve compliance with the regulations, both verbally and/or in the form of written correspondence
 - Responds to verbal and written requests concerning information and requirements of the regulations, ensuring that the client has been provided all relevant information to understand their requirements under the regulations
 - Reviews the plans of surveys
 - Obtains building information to ascertain compliance with the regulations
 - Contacts Public Works and/or the Municipal Property Assessment Corporation to ascertain dates of construction and outstanding permit work
 - Acts as Secretary-Treasurer to the Committee of Adjustment, which includes scheduling meetings, preparing agendas and meeting minutes, and notifying applicants of Committee decisions
 - Assists the public in completion of applications to the Committee of Adjustment
 - Occasionally reports to Council to provide updates on the status of various works in progress

- Administers and coordinates subdivision development agreements, ensuring that parties meet the agreed-to requirements and engineering standards

Education and Qualifications

Required:

- Excellent verbal and written communication skills, and an excellent command of the English language
- Demonstrated ability in building and maintaining positive and effective interpersonal relationships
- Transferable skills and related experience and/or education
- Ability to work effectively under minimal supervision

Preferred:

- Bachelor of Science in Civil Engineering (or other relevant academic credentials)
- Standard First Aid & CPR

Effort

- Frequent concentration for short to moderate periods of time
- Frequent interruptions from colleagues, contractors and the public

Working Conditions

- The incumbent works 8 hours per day during regular business hours.
- Working hours may be adjusted on an irregular and temporary basis
- There is a minimal requirement for out-of-town travel

Conditions of Employment

- Must obtain and maintain the required qualifications of Chief Building Official within a reasonable timeframe as determined by the Corporation
- Must obtain the AMCTO 'Primer on Planning' within a reasonable timeframe as determined by the Corporation
- Must possess a valid Ontario Driver's License at the level of 'G2' (or equivalent)
Must provide a satisfactory criminal background check

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(BEING a by-law to approve a service agreement with Frank Wepruk doing business as Wepruk Enterprises for the provision of information technology services, the *Municipal Act, 2001*, S.O. 2001, c.25.)

WHEREAS Council authorized entering into a service agreement with Frank Wepruk doing business as Wepruk Enterprises for the provision of information technology services.

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

1. That the agreement with Frank Wepruk dba Wepruk Enterprises in the form attached be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.
2. That the agreement attached hereto be effective April 1, 2016 to December 31, 2016.

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 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Town Clerk

INFORMATION SYSTEMS SUPPORT**Standard Form Agreement**

This agreement made in duplicate this ____ day of _____, 2016

Between:

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

Hereinafter referred to as the Corporation

and:

**Frank Wepruk
(doing business as Wepruk Enterprises)
Site 300 – 14 RR3
Fort Frances, ON P9A 0A1**

Hereinafter referred to as the Contractor

Whereas the Corporation and the Contractor (collectively referred to herein as the Parties) entered into an agreement effective April 1, 2015 (the Agreement), pursuant to which the Contractor has provided to the Corporation certain Information Systems Support services (the Services) for compensation;

And Whereas the Corporation continues to require the Services on a contract basis effective April 1, 2016;

And Whereas the Contractor is prepared to continue to provide the Services to the Corporation for compensation;

And Whereas the Parties wish to now enter into a renewal of said Agreement.

Now Therefore the Parties Hereto Agree as Follows:

The terms and conditions as set out in the original Agreement remain in force and effect during this renewal period unless specifically changed by the terms of this renewal agreement.

Each party to this agreement acknowledges that they have in their possession an executed original of the Agreement.

Payment

For purposes of this agreement “Fee for Services” is defined to be \$47.00 (forty-seven dollars) per hour of service delivered.

The Corporation agrees to pay the Contractor the Fee for Services, on a bi-weekly basis, upon receipt of invoice and subject to approval by the Chief Administrative Officer.

Duration of Agreement

The Agreement shall have a duration of 9 (nine) months commencing April 1, 2016 and terminating December 31, 2016 unless earlier terminated as provided for in the Termination of Contract clause.

IN WITNESSETH WHEREOF the Parties have hereunto caused their corporate seals to be affixed duly attested to by the hands of their proper signing officers in that behalf or (in the case of unincorporated parties) set their hands and seals.

For the Contractor:

For the Corporation:

Frank Wepruk

R. Avis, Mayor

E. Slomke, Municipal Clerk

(We have authority to bind the Corporation)

Witness as to Signature of Frank Wepruk.

Date

Date

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(Being a by-law to authorize an agreement with Diamond Software Inc. for the purposes of granting use of software applications programs - the *Municipal Act, 2001*, R.S.O. 2001, c.25.)

WHEREAS On July 11, 2016, Council approved a recommendation from the Administration & Finance Executive Committee to approve an agreement with Diamond Software Inc. to grant a license to use versions of computer software applications programs developed by Diamond.

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

- 1. That the agreement with Diamond Software Inc., 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 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Clerk



Dated this _____ day of _____, 2016.

Between:

**Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
(hereinafter called "Client")**

and

**Diamond Software Inc.
400 – 1632 Dickson Avenue
Kelowna, BC V1Y 7T2
(hereinafter called "Diamond")**

WHEREAS the Client is responsible for municipal financial management and municipal revenue management;

AND WHEREAS Diamond is a reseller of software used for municipal financial management;

AND WHEREAS the Client has requested that Diamond supply and install certain software for the Client's use, as more particularly set forth herein;

AND WHEREAS Diamond shall be the sole developer of the municipal revenue management software and the owner of all of the proprietary rights, title and interest in and to the software (excluding the Microsoft Dynamics GP components of the software to be supplied) and exclusively shall have the specialized knowledge essential to Diamond's obligations hereunder respecting installation, training, and maintenance of the software;

AND WHEREAS the Client shall also require the services of Diamond to provide after-sales services including training, data conversion and installation of the software for the Client, as more particularly set out in **Appendix "A"**;

AND WHEREAS Diamond has agreed to provide the products and after-sales services described herein;

NOW THEREFORE THIS ASSIGNMENT WITNESSETH as follows:

1. Diamond shall provide to the Client the services and products set out in **Appendix "A"** on the terms and conditions contained herein.

2. (a) Diamond shall provide for the purposes of this Agreement its services as outlined in Appendix "A" commencing upon the contract execution date established herein and ending upon final implementation of the software defined in **Appendix A**;
- (b) The services in **Appendix "A"** are being provided using the hardware (server and workstation), network configuration, database and operating system requirements recommended by Diamond.
3. (a) The Client shall pay to Diamond the fee(s) detailed in Appendix "A" plus travel expenses.
- (b) Any services which the Client wishes to be provided by Diamond to the Client which are not specifically addressed in **Appendix "A"** including but not limited to any and all forms of consulting, maintenance, support and training, are expressly not included in the compensation payable hereunder. Diamond shall charge for such additional services in accordance with the terms set out for Additional Services in **Appendix "A"**.
- (c) Payments to Diamond for the fee portion of this Agreement, including fees for services and reimbursement of travel expenses, shall be based upon invoices submitted to the Client showing the amount claimed. Invoice amounts will be based upon the monthly accounting set out in clause 4(c). Invoices may be submitted by Diamond at the end of each month containing a part of the term and shall be paid by the Client within 30 days after receipt thereof by the Client.
- (d) A **100%** payment of the software license fees outlined in **Appendix "A"** of this agreement, including **100%** of the annual software enhancement plan fees and **100%** of the pro-rated annual software support fees, is required upon acceptance of this agreement as demonstrated by the Client's authorized officer's signature(s) on this document. A detailed breakdown of these fees has been provided in **Appendix "A"**. Activation of annual enhancement and support plans will commence on the date that software registration keys are processed, by Diamond on behalf of the client, for installation at the client site. Subsequent software purchases made by Diamond on behalf of the Client will be submitted at the time of delivery and must be paid by the Client within 30 days of receipt of the invoice.
- (e) Where non-per diem related travel expenses are claimed, the Client may request that Diamond substantiate those claims with receipts. Reimbursements shall be based on the regulations for "Subsistence and Travel Allowances" which are specified in **Appendix "A"** of this Agreement.
- (f) The Client shall pay any taxes or other government charges, howsoever designated, arising from or based upon the charges detailed in **Appendix "A"**. If Diamond pays any tax or other government charge arising from or based upon the charges detailed in **Appendix "A"**, the Client must reimburse Diamond within 30 days of receipt of Diamond's invoice for such payment.

4. (a) For the purposes of this Agreement, the Client will be represented by **Laurie Witherspoon, Treasurer or assigned designate (hereinafter called the "Administrator")** who will provide guidance and direction over Diamond's activities under this Agreement. The Client agrees, represents and warrants that the Administrator has the authority to make decisions required to be made on behalf of the Client under this Agreement.
- (b) Diamond shall perform its obligations hereunder in accordance with the Administrator's instructions and Diamond is entitled to rely upon the Administrator's direction.
- (c) Monthly, Diamond shall submit to the Administrator an accounting of hours spent, rounded off to the nearest hour.
- (d) Diamond shall inform the Administrator with respect to Diamond's activities in the performance of this Agreement and shall, if requested to do so, allow a full inspection by the Administrator of work in progress.
5. The Client must adhere to all licensing agreements (the "Licensing Agreements") for all software products installed within the scope of this contract. This includes, but is not limited to, the following products:
 - (a) **Microsoft.** The Client must adhere to all licensing / support agreements set forth by Microsoft for use of any and all Dynamics GP software products. This license agreement is executed automatically upon initial installation of your Dynamics GP software in electronic format. Upon initial log in, the client will be asked to agree to all terms and conditions included in this agreement.
 - (b) **Diamond Municipal Solutions.** The Client must enter into and adhere to an "End User License Agreement" with Diamond Software Inc. for the use and licensing of the Diamond Municipal Solutions software applications purchased. The "End User License Agreement" must be signed in conjunction with the signing of this agreement and has been added as Appendix "B".
 - (c) **Diamond Software Support.** The Client must enter into and adhere to a "Software Support Agreement" with Diamond Software Inc. for annual technical product support. The Software Support Agreement must be signed in conjunction with the signing of this agreement and has been added as Appendix "C".

If the Client fails to adhere to any of the Licensing Agreements, the Client will be responsible for and does hereby indemnify and save harmless Diamond from any and all liabilities of every nature and kind with respect to any breach or non-observance by the Client, or any persons claiming through or under the Client of the Client's obligation to adhere to the Licensing Agreements. The indemnity provided in this section shall survive the termination of this Agreement.

6. The Client acknowledges and agrees that the services and products being provided by Diamond are as set out in **Appendix "A"** and will use the hardware (server and workstation), network configuration, database and operating system requirements supported by Diamond. The Client warrants and represents that the system on which the Client will use the products and services provided hereunder are technologically compatible with the hardware (server and workstation), network configuration, database and operating system

requirements provided by Diamond. The warranty and representation made in this section shall survive the termination of this Agreement.

7. (a) All data and other information of or concerning the Client including all data and information obtained by the Client from other sources, which is obtained by Diamond in the performance of this Agreement is confidential and shall not, without the Client's prior written consent, be disclosed by Diamond to anyone other than:
 - (i) the representatives of the Client assigned to the Project or designated by the Client to receive such material,
 - (ii) such of Diamond's employees, servants or agents who require the information in order for Diamond to fulfill its obligations hereunder,
 - (iii) parties to whom disclosure is required by law,
 - (iv) parties to whom disclosure is required to protect or enforce Diamond's rights hereunder,

provided that this section shall not apply to information which becomes available to the public by means other than disclosure by Diamond.

- (b) All data and other information of or concerning Diamond which is obtained by the Client in Diamond's performance of its obligations under this Agreement is confidential and shall not, without Diamond's prior written consent, be disclosed by the Client to anyone other than:
 - (i) the Administrator or other representatives or employees of the Client assigned to the Project or designated by the Client to receive such material and who require the information in order for the Client to utilize the software as contemplated herein and in the End-User License Agreement to be entered between the Client and Diamond,
 - (ii) parties to whom disclosure is required by law,
 - (iii) parties to whom disclosure is required to protect or enforce the Client's rights hereunder, provided that this section shall not apply to information which becomes available to the public by means other than disclosure by the Client.

8. (a) The Client may, in its sole discretion, and without prejudice to any other rights which the Client may have hereunder or at law terminate this Agreement immediately upon the occurrence of any of the following events:
 - (i) if Diamond ceases to carry on business; or
 - (ii) if Diamond files an assignment in bankruptcy or is adjudged bankrupt; or
 - (iii) if Diamond agrees in writing to the termination of this Agreement.

- (iv) if Diamond transfers away all or substantially all of its assets
- (b) In the event that this Agreement is terminated by the Client pursuant to either subsection (a) (i) or (iii) immediately preceding, and provided that the Client is, in every respect, current in its obligations to Diamond, the Client shall be provided with the product(s) specified in Appendix "A", provided that if it has not already done so, the Client must tender full payment for such product(s). Following termination, there shall be no further services by Diamond provided pursuant to this Agreement.
- (c) In the event that this Agreement is terminated by the Client pursuant to subsection (a)(iii) preceding, the terms of any written termination agreement between the parties shall govern. In the absence of a written termination agreement, Diamond shall submit an invoice to the Client for services rendered up to the date of cessation of work but not previously invoiced. The Client shall pay such invoice forthwith. The release of products or related materials to the Client shall be subject to the written agreement of Diamond.
- (d) Diamond may, in its sole discretion, and without prejudice to any other rights which Diamond may have hereunder or at law, terminate this Agreement immediately upon the occurrence of any of the following events:
 - (i) if the Client is a corporation, the Client dissolves, or is by order of a Court of competent jurisdiction directed to be dissolved or disincorporates, or is by order of a Court of competent jurisdiction directed to be disincorporated;
 - (ii) the Client becomes bankrupt or has a receiver or receiver-manager appointed over any or all of its assets;
 - (iii) the Client ceases carrying on business, unless as a result of amalgamation or reorganization;
 - (iv) the Client transfers away all or substantially all of its assets;
 - (v) the Client defaults under its payment obligations set forth in this Agreement and does not remedy the default within 30 days of formal written notice by Diamond;
- 9. Diamond shall be responsible for loss or damages it causes to the Client, including the property of the Client, only where such loss or damages is caused by the breach by Diamond of its obligations under this Agreement and/or the negligence or willful act of Diamond. Specifically, Diamond shall not be responsible for any loss or damages arising out of:
 - (a) modifications made by the Client to the products provided pursuant to the terms of this Agreement;
 - (b) the impact of Diamond having been required to conform to all or part of a specific product design of the Client;
 - (c) the use by the Client of the products of the Agreement with programs supplied by other parties, unless Diamond has given the Client a written representation and/or

warranty that the products of the Agreement are compatible with and designed for use with such other programs, in the specific manner used by the Client;

- (d) use of the products provided pursuant to the terms of this Agreement by the Client in a manner contrary to Diamond's specifications and/or documentation produced by Diamond;
 - (e) use of the products provided pursuant to the terms of this Agreement by the Client on any hardware for which the software was not designed, and in any event
 - (f) to the extent that the loss or damages was contributed to by the breach by the Client of its obligations under this Agreement and/or the negligence or willful act of the Client.
 - (g) Diamond shall indemnify and save harmless the Client for from any and all liabilities or damages of every nature and kind which occur due to infringement of use or of any intellectual property rights including copyright or patent arising out of the reproduction or use in any manner of plans, information, notes or computer software furnished by Diamond in the performance of this agreement.
 - (h) Diamond shall provide and maintain during the term of the contract, Commercial General Liability insurance, place with an insurer licensed to do business in Ontario and subject to limits of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The commercial liability insurance shall include coverage for premises and operations liability, products or completed operations liability, blanket contractual liability, cross liability, severability of interest clause, contingent employer's liability, personal injury and liability with respect to non-owned vehicles. Diamond shall provide a certificate of insurance with respect to the stated coverage listing Diamond as the named insured, and naming the Client as an additional insured, and shall be endorsed to provide the Client with thirty (30) days notice of cancellation or revocation.
 - (i) Diamond shall provide and maintain during the term of the contract, liability insurance, placed with an insurer licensed to do business in Ontario, in respect to owned licensed motor vehicles that is subject to a limit of not less than \$1,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof and shall provide to the Client, a certificate of automobile insurance with respect to the required coverage.
10. The Client acknowledges that Diamond's staff is employed under an employment contract that forbids staff from seeking employment with clients both during their employment with Diamond and for a period of one year thereafter. The Client agrees not to solicit for employment, or employ, any of Diamond's staff during such period.
 11. Diamond represents that it is not aware of any claims or threats of claims of infringement of proprietary rights in relation to the software (excluding the Microsoft Dynamics GP components of the software) to be supplied.
 12. Should the software fail to perform in accordance with the written design specifications, Diamond shall use commercially reasonable efforts to correct or attempt to correct any

defects in the software which cause it not to perform in accordance with the written design specifications.

13. Except as otherwise disclosed and excluding the Microsoft Dynamics GP software components to be supplied, Diamond is the sole owner of all of the proprietary rights, title and interest in and to the services and software provided hereunder, specifically including any modifications made to Diamond's software to customize the software for the Client's use. Diamond's proprietary rights include any copyright interest and any customizations shall not be considered as constituting, producing or resulting in a "work for hire" under any Copyright laws.
14. The persons providing services on behalf of Diamond hereunder shall not be deemed employees of the Client by virtue of their activities in relation to this Agreement.
15. Any notice or other communication which either party desires or is required to give to the other may be personally delivered, or by facsimile transmission or mailed by prepaid registered mail provided however, that notice by mail shall not be used thereunder while strikes prevail which affect mail delivery to either party,
 - (a) if to the Client, in care of
Laurie Witherspoon
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9
 - (b) if to Diamond, in care of
Mike D'Arcy
Diamond Software Inc.
400 – 1632 Dickson Avenue
Kelowna, BC V1Y 7T29

Any notice shall be deemed to have been given to and received by the party to which it is addressed:

- (i) if delivered, on the date of delivery;
- (ii) if mailed, on the fifth day after the mailing thereof; or
- (iii) if faxed, on the date of faxing, as confirmed by an original receipt confirmation.

Any Party may change its said address by notice to the other Parties given in the manner aforesaid.

16. (a) In the event of a dispute between Diamond and the Client relating to this Agreement:
 - (i) An employee designated by Diamond and the Administrator, or an employee designated by the Client, shall meet to attempt to resolve the dispute, and failing resolution the president of Diamond shall meet with the chief administrative officer of the Client to attempt to resolve the dispute.
 - (ii) Both parties shall continue to carry out their obligations pursuant to this Agreement, to the extent that they can, during this process, provided that

Diamond shall have no obligation to carry out its obligations pursuant to this Agreement unless the Client is current respecting payment of undisputed invoices, where “disputed” means that the Client has submitted a formal written notice to Diamond stating that an invoice submitted to Client from Diamond is not accurate.

17. EXCEPT AS OTHERWISE PROVIDED IN APPENDIX B AND APPENDIX C TO THIS AGREEMENT, THE WARRANTIES CONTAINED IN SECTIONS 12 AND 13 HEREIN ARE THE ONLY WARRANTIES OF ANY KIND THAT ARE MADE BY DIAMOND WITH RESPECT TO ANY AND ALL SERVICES OR PRODUCTS PROVIDED PURSUANT TO THIS AGREEMENT.
18. This Agreement, including all of the agreements with Diamond referred to in the Appendices to this Agreement, shall be interpreted and construed under and are governed by the laws of the Province of Ontario. Any court of competent jurisdiction in Ontario shall have exclusive jurisdiction over this Agreement and its enforcement.
19. This Agreement, together with any Schedules and Appendices attached hereto and any further and additional documents called for herein, sets forth the entire agreements and understandings of the parties hereto in respect of the subject matters hereof and supersedes all prior agreements, arrangements, discussions and understandings, verbal or written, related to the subject matters hereof as of the date of execution and delivery of this Agreement. No representation, promise, inducement or statement of intention, verbal or written, has been made by any party which is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
20. Every provision of this Agreement shall be construed as being severable and if any term or provision hereof in whole or in part, provided the same is not a fundamental term or provision going to the root of this Agreement, shall be determined to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision or part thereof were omitted.
21. This Agreement may not be modified or amended except in writing signed by both of the parties.
22. The Recitals to this Agreement and the Appendices mentioned in this Section 22 and attached to this Agreement are incorporated in and form a part of this Agreement:

Appendix “A”	Statement of Project Costs
Appendix “B”	Diamond Municipal Solutions - End User License Agreement
Appendix “C”	Diamond Municipal Solutions – Software Support Agreement

IN WITNESS WHEREOF the Parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, on the day and year first above written.

DIAMOND SOFTWARE INC.

Signature: _____

I/We have the authority to bind the corporation

Name:

Title:

Town of Fort Frances

Signature: _____

I/We have the authority to bind the corporation

Name:

Title: _____

Town of Fort Frances

Signature: _____

I/We have the authority to bind the corporation

Name:

Title: _____



Appendix A

Statement of Project Costs

The **Statement of Project Costs** and any schedules, and attachments to it provides a summary of the software licensing costs (including annual maintenance & support fees) and professional consulting services to be provided by Diamond Municipal Solutions to the Client. The costs identified herein reflect the final costs & deliverables, agreed to by Diamond and the Client.

Diamond and the Client acknowledge that further validation & refinement of the professional services deliverables may occur during the initial project planning discussions, scheduled to occur immediately upon contract execution. During project planning, Diamond's Project Manager will precisely define project goals and deliverables in collaboration with the Client. This will include a further review of high level project objectives (timelines, go-live dates, project priorities). Diamond will prepare a final Project Plan and Timeline based on collaboration with the Town and provide these documents for final approval. The project plan will outline the detailed project implementation services to be performed and the implementation timelines that will be achieved. It will serve as a final blue print for execution of project deliverables.

PROJECT SCOPE:

The goal of this project, and all proposed deliverables, is to implement a Microsoft based financial management system that will replace designated components of the current financial management systems that have been outlined for replacement by the Client. The completion date for the project will be determined during subsequent project planning sessions between the assigned Diamond Project Manager & the Client. Project deliverables will include the following components:

Bundled Software & Professional Services	Total
Bundled and a la carte Software	\$50,667
Bundled Services	\$31,500
A la Carte Services	\$19,950
Fort Frances Power Corporation Additional Services	\$13,650
SOFTWARE & SERVICES SUBTOTAL:	\$115,767

Annual Maintenance & Support Fees	
Annual Maintenance	\$12,875
Project Support	\$5,567
FIRST YEAR MAINTENANCE & SUPPORT SUBTOTAL:	\$18,442

Estimated Travel & Associated Expenses	
Travel Estimate	\$2,400
FIRST YEAR TRAVEL SUBTOTAL:	\$2,400
ESTIMATED PROJECT TOTALS	\$136,609

PROJECT PAYMENT:

Payment terms are as follows:

Initial payment due upon contract signing is 100% payment of all software license fees including first year annual software maintenance and project support.

100% of total software licensing, annual maintenance & bundled services **\$69,109.00 Plus HST**

Second payment due 60 days from date of contract is 50% of bundled and a la carte consulting services.

50% of bundled and additional consulting services **\$32,550.00 Plus HST**

Third payment due 120 days from date of contract is 50% of bundled and a la carte consulting services.

50% of bundled and additional consulting services **\$32,550.00 Plus HST**

BUNDLED and A LA CARTE SOFTWARE LICENSING FEES

Software	Software List Price	Annual Enhancement
BUNDLED SOFTWARE		
Dynamics GP / Diamond Foundation Layer 15 Concurrent Users (8 Full Users, 7 Limited users)	\$48,667.00	\$8,760.00
Dynamics GP SMART Modules		
System Manager & Report Writer	bundled	included
Customization Site License	bundled	included
General Ledger	bundled	included
Bank Reconciliation	bundled	included
Excel Based Budgeting	bundled	included
Management Reporter	bundled	included
Payroll	Bundled	Included
Receivables Management	bundled	included
Payables Management with EFT	bundled	included
Diamond SMART Modules		
Diamond Property Tax	bundled	included
Diamond Utility Billing	bundled	included
Diamond Cash Receipts with Import	bundled	included
Add Project Support		\$4,867.00
A LA CARTE SOFTWARE		
SmartList Builder	\$2,000.00	\$360.00
Inventory Management	Included	Included
Fixed Assets	Included	Included
Employee Self Service & Time Entry (200 emp)	Annual Fee Only	\$2,855.00
Asset/Equipment costing and entry	Free	\$900.00
Add A la Carte Project Support		\$700.00
Sub-Total A La Carte Software Licenses		\$6,815.00
GRAND TOTAL ALL SOFTWARE LICENSES		\$69,109.00

- Prices shown in the table do not include Tax amounts

PROJECT SUPPORT PAYMENT:

In addition to the services outlined herein, Diamond Municipal Solutions will provide an allotment of project support hours during the implementation to ensure that the Client is comfortable using the solution and self-sufficient. Project support services will be delivered on an “as needed” basis and will draw down from the Project Support amount outlined below. Any hours above the support budget will be billed on a time and material basis. Once the Client is comfortable and fully up to speed, the Client’s support needs will be transferred to the Diamond Knowledge Services team. Upon transition to the Knowledge Services team, **if the client is still within their first year**, the client will be billed a prorated annual support fee and will first receive a credit for any unused project support which will be applied against that fee.

TOTAL Diamond Project Support services

\$5,567.00

ANNUAL SOFTWARE ENHANCEMENT PROGRAM:

The Diamond Annual Software Enhancement Program fee is 18% of the software list price in year one and 16% of the software list price for each subsequent year that the client is enrolled in the program. The annual enhancement program provides the client with access to all Microsoft / Diamond product upgrades, releases and service packs for the duration of their enrollment and can be renewed on an annual basis. The enhancement program fee will be committed to for a full 12 month period. The 12 month period of enrollment has been provided in the software licensing fees outlined herein. The annual maintenance fee will commence on the date of order with Microsoft, for all Microsoft & Diamond products purchased. This date will coincide with the installation of software & registration keys at the Client site.

TOTAL Annual Software Enhancement Program:

\$12,875.00

**Calculated at 18% of software list price for all modules for year 1*

BUNDLED IMPLEMENTATION SERVICES

As a result of our municipal-specific focus, our resources are well positioned to assist you in the various stages of the implementation. Diamond has developed a Standard Implementation Methodology based on a pre-configured system template that provides the Client with the expected quality while keeping overhead and project management costs to a minimum. The Templates which include G/L Chart of Accounts (as provided to the Client), Customer facing reports (per samples provided to the Client), Financial Statements, and payroll and other system configuration settings will be used as “as-is” and the Client acknowledges and accepts this. Any requested changes to the default configurations, reporting or templates will be considered an extra to the project. Diamond will provide the following business consulting, implementation and training services during the course of the project:

- ✓ Project Management
 - ✓ Installation of proposed software
 - ✓ Data Conversion (See Details below for your conversion specifics)
 - ✓ User Training
 - ✓ Go-live Support
- A formal Work Order authorization process will be utilized for any services that may be required or requested beyond the services outlined within the project contract. In circumstances where the Client authorizes additional project days or hours, the fee structures for the project will apply (daily rate, minimum daily amount, and proposed subsistence and travel allowance costs). Work Orders, as mutually agreed through change orders, may be used to expedite project delivery,

prior to completion of a formal contract. When this occurs, the fee structures for the project will apply (daily rate, minimum daily amount, and proposed subsistence and travel allowance costs detailed below in Travel Allowance section).

- A concise project timeline results in a higher probability of success and reduces the risks associated with training lags and project rework. This project is designed to be completed within a 3 month timeline, with a maximum 4 week buffer allotted for unanticipated delays.

IMPLEMENTATION SCOPE:

This section itemizes the deliverables and responsibilities of both Diamond and the Client as broken down into the major implementation steps and categories.

Project Scope

- The entire project scope is defined as those items specifically included in Appendix A.

IMPORTANT NOTES:

- *Any software item or consulting services not specifically included within this Appendix are deemed to be an extra to the project and a change order itemizing the fees to add the item will be provided by Diamond to the Client for approval. These additional items will be included in either the main phase of the project or a second phase 2 portion of the project after the primary project in-scope items noted in this Appendix have been completed solely at the discretion of Diamond.*

Project Management

Diamond will provide the following project management services for the duration of the project.

- At the start of the engagement, Diamond and the Client will discuss the project schedule and document key milestones.
- Diamond will provide a project plan, key milestones and specific training/meeting dates.
- Diamond will provide the Client general project information and schedules via a web-based project plan and monthly follow up telephone conversation if requested by Client.
- Ad-hoc telephone or email dialog as initiated solely by Diamond

IMPORTANT NOTES:

- *Only the project services noted above are included in the project scope. Any Ad-hoc telephone or email dialog as initiated by the Client will be billed against the project support allocation and, if deemed solely by Diamond to be excessive, may be subject to review and change order to accommodate.*
- *It is the responsibility of the Client to notify Diamond about any cancellations of scheduled project training/meetings, **at least one week in advance of a scheduled date**. Failure to comply with this notice period will result in that session being charged as an extra to the original contract price as per our rate sheets outlined at the end of this Appendix.*

System Setup and Configuration

Diamond will provide the following system setup and configuration services:

- Installation and/or configuration of MS-SQL database and SQL Reporting services on computer server and hardware as directed by the Client
- Installation of Diamond/Dynamics GP on up to five (5) workstations. Configuration of remote workstations not directly connected to the main server via high speed network is not included.
- Installation of Management Reporter and client software on two (2) workstations.
- Installation of pre-configured system template including the following;
 - Provincial specific Chart of Accounts and Select system settings

- All necessary system parameters **will automatically be defined and configured by Diamond** for the Client based on typical best practices for municipal units of similar size and geography for most module areas.
- Setup of five (5) system users with “Power User” (full system) security access.

IMPORTANT NOTES:

- *The Client must have purchased, installed or have ready computer server hardware and workstations suitable for the operation of the Diamond and Dynamics GP financial solution and have this ready PRIOR to the installation of the Microsoft SQL database and Diamond/Dynamics GP installation.*
- *The Client must obtain applicable Microsoft SQL Server licensing and provide product registration keys to Diamond PRIOR to installation of the Microsoft SQL database.*
- *Diamond has developed and will install a pre-configured system template that provides the Client with the expected quality while keeping overhead and project costs to a minimum. The Client acknowledges that ANY changes to the system template will be considered an extra to the project and related effort will be charged and that Diamond will configure such changes either during the project or as a Phase 2 item solely at Diamond's discretion.*
- *Diamond will configure the base system security based on established best practices. During the course of the project, Diamond will provide basic training on the security tool. Any changes to the template security model will be the responsibility of the Client and are outside of the scope of this original contract.*

System Training

Diamond will provide one (1) session of agenda based and hands-on training for each module/functional area noted on page 2 of this document. Key elements of the training provided by Diamond include:

- A standardized training checklist will be provided for each session by Diamond outlining specific areas to be covered for the training segment and the learning objectives.
- Guidance on where the Client can access the Microsoft Dynamics GP and Diamond printable manuals and online help that will support the learning objectives for each module.
- In an effort to keep additional support costs to a minimum, once training has been provided it is expected that training documentation and recorded training sessions will be the first point of reference for clients prior to initiating contact with a billable Diamond resource. Diamond requires the Client to utilize online training courses found online at the Microsoft Customer Source website prior to training with the consultant. Before commencing with the training for a module Diamond will review understanding of each section and answer any questions that the participants may have prior to the Diamond training. Failure by the municipality to complete the Customer Source training will result in additional scope to the Diamond training and is considered outside of this project thus resulting in additional charges to the client.
- Training will occur on the Client entered test data. The Client is responsible for entering the data and having it ready for training per an agreed to training schedule.
- If the Client's test data is not ready and the client wishes to complete training regardless, Diamond Municipal Solutions may be able to provide a test environment suitable for a single user hands-on experience. The Client acknowledges that this may not provide an optimal training environment.

IMPORTANT NOTES:

- *All training will occur remotely unless otherwise requested by the Client in which case travel will be billed on a time and materials basis per our standard travel rates as included in the contract appendices.*
- *It is the responsibility of the Client to notify Diamond about any cancellations of scheduled project training/meetings, **at least one week in advance of a scheduled date**. Failure to*

comply with this notice period will result in that session being charged above the original contract price as per our rate sheets outlined at the end of this Appendix. Cancellations and schedule changes can negatively affect project timelines as Diamond resources may not be readily available for reschedule which can result in clients incurring the 10% project surcharge for exceeding the four month project timeframe.

Data Conversion and Legacy Data Entry

Subject to any additional data conversion services listed below in the section entitled “A La Carte Implementation”, the Client will manually enter the following information into the application:

- Payables Management Open invoices and/or Balance Forwards

Diamond will extract (into a spreadsheet for the Client to review and cleanse) General Ledger data (current and prior year) amounts and transactions, Utility Billing and Property Tax Master Data along with Tax and Utility transaction history and then import that history into the Client’s Diamond system.

The following is specifically noted as the responsibility of the client:

- Entering the above information into the Diamond System
- Reviewing the entered and imported data for accuracy and balancing
- Data conversion assistance or customization provided by Diamond will be billed on a time and materials basis based on written approval by the Client.

IMPORTANT NOTES:

- *Subject to any additional data conversion services listed below in the section entitled “A La Carte Implementation” and except as otherwise noted above, the Client is entering all data manually. Because of the relatively low volume and type of data being considered, this is a more reliable and efficient method of “legacy data translation”.*

Reporting and Integration

Subject to any additional reporting and integration services listed below in the section entitled “A La Carte Implementation”, the client will use “**out of the box**” standard reporting which will include:

- One (1) Property Tax Notice specific to your geography.
- Three (3) Property Tax arrears letters
- One (1) Property Tax Certificate
- One (1) Utility Bill
- Three (3) utility arrears letters
- One of Five AP Cheque stub options (each a different type and style)
- Accounts Receivable Invoice
- Accounts Receivable Statement
- Diamond will provide and install the Management Reporter financial reporting tool and will include training on this tool (see training section for more details). Diamond will also include a suite of standard reports which will include a balance sheet and income statement and one department report. **The Client will be responsible for building any additional financial reports or modifying the existing reports using Management Reporter.**
- Subject to any additional reporting and integration services listed below in the section entitled “A La Carte Implementation”, the Client will use the standard suite of out-of-the-box reports available in the Diamond and Dynamics GP system (of which there are upwards of two thousand) for routine tasks such as posting journals, trial balances and so on.
- It is assumed that MICR encoding will be preprinted on all cheques
- Barcodes are not included in scope.

- Subject to any additional reporting and integration services listed below in the section entitled “A La Carte Implementation”, additional report customization assistance from Diamond beyond the scope included above will be billed on a time and materials basis based on written approval by the Client.

SUMMARY OF BUNDLED PROFESSIONAL SERVICES COSTS

IMPLEMENTATION SERVICES	
Project Consultation	Included
Installation	Included
Data Conversion	Included
Training & Education	Included
Testing	Included
Go-Live Readiness	Included
First Process Support	Included
TOTAL SERVICES	\$31,500.00

A LA CARTE IMPLEMENTATION SERVICES

Although Diamond has developed a Standard Implementation Methodology that provides The Town of Fort Frances with the expected quality while keeping overhead and project management costs to a minimum, it is also recognized that you require additional “a la carte services”. These services will continue to follow Diamond’s proven implementation methodology noted in the Bundled Implementation Services section above and are included in the scope of the contract. These services will be billed on a time and materials basis at the service rates noted below. The a la carte services in scope are as follows:

Item	Days	Amount
SmartList Builder Query Tool (Training)	1.0	\$1,050.00
Inventory Management Module with: a) Master Inventory Item Data Conversion and opening balance b) Setup and configuration c) Training	4.0	\$4,200.00
Fixed Assets Module with: a) Setup and Configuration b) Training c) Data Conversion from XL	3.0	\$4,200.00
Employee Self Service & Time Entry	2.0	\$2,100.00
Asset Equipment Costing & Entry	2.0	\$2,100.00
Time Clock Integration	1.0	\$1,050.00
Accounts Receivable Data Conversion; Customer billing balance data, including arrears	2.0	\$2,100.00
Accounts Payable Data Conversion; Vendor Master	2.0	\$2,100.00
Payroll Data Conversion; Employee information and current year T4 related data	2.0	\$2,100.00
TOTAL A LA CARTE IMPLEMENTATION SERVICES	19.00	\$19,950.00

F.F.P.C. IMPLEMENTATION SERVICES

In addition to the Implementation Services outlined above, The Fort Frances Power Corporation (wholly owned subsidiary of the Town of Fort Frances) will implement Diamond Municipal Solutions. This will be in the same database as a separate data set / company set-up. The SMART template will form the core of the system and will be an exact copy of what the Town of Fort Frances will be receiving. The training will be conducted in joint sessions, meaning both the Town staff and the Power Corp staff will participate in the same training session. In addition to the template setup and training shadowing, the Fort Frances Power Corporation will receive addition services from Diamond to meet their specific requirements. These services will continue to follow Diamond's proven implementation methodology noted in the Bundled Implementation Services section above and are included in the scope of the contract. These services will be billed on a time and materials basis at the service rates noted below. The a FFPC additional services in scope are as follows:

Item	Days	Amount
G/L data conversation	1.0	\$1,050.00
Create and Configure additional company <ul style="list-style-type: none"> Create company from template Refine settings Create update users 	3.0	\$3,150.00
Payroll configuration and testing (FFPC staff will enter data manually)	3.0	\$3,150.00
Inventory – FFPC staff will participate in standard training and will enter data manually. If additional setup is required it will be applied toward contingency below	0.0	\$0
Fixed Assets – FFPC staff will participate in standard training and Diamond will assist in data conversion from XL. If additional setup is required it will be applied toward contingency below	0.0	\$0
Accounts Receivable Data Conversion; Customer Master (FFPC staff will enter open invoice data manually)	0.5	\$525.00
Accounts Payable Data Conversion; Vendor Master	0.5	\$525.00
Additional Contingency: <ul style="list-style-type: none"> Additional Training Additional Configuration & Set up (Inventory / Fixed Assets) Form Customization	5.0	\$5,250.00
• TOTAL FFPC ADDITIONAL IMPLEMENTATION SERVICES	13.00	\$13,650.00

PAYMENT OF PROJECT TRAVEL EXPENSES & PER DIEMS

Per Diems and out of pocket travel expenses will be billed as incurred. **A \$2,400 travel expense contingency has been included as part of this contract.** Additional expenses will be agreed upon between the Diamond Project Manager and the Client before expenses are incurred or billed. Any services not related to the delivery of project services are invoiced subject to the rates and policies listed in Diamond's current Rates for 2016 – outlined below.

CONSULTING, SUPPORT AND CUSTOM SERVICES - RATES**Effective July 1st, 2016*****Services:***

Regular Hourly Rate	\$ 190 / hour
Overtime rate (After hours)	\$ 285 / hour
Weekend rate	\$ 380 / hour
Regular Daily Rate	\$ 1,330 / day
On Call Daily Rate	\$ 700 (includes 2 hours)
Weekend On Call Daily Rate	\$ 1400 (includes 2 hours)
Senior Hourly Rate	\$ 250 / hour

Travel Time:

For return travel time from Diamond office to the Client	\$ 50 / hour
--	--------------

Other Costs:

Mileage:	\$0.52 per km
Meals / Per Diem:	\$50 per day
Accommodations:	Actual rates are recouped.
Airfare/Rental Car:	Actual rates are recouped.
Out of Pocket expenses:	Actual rates are recouped

Notes:

- ◆ **Inclement Weather:** Diamond Municipal encourages our consulting team to exercise their own discretion while traveling in inclement weather; team members have the right to delay or cancel scheduled on-site work should they deem travel to be unsafe. Should weather result in a late start, or necessitate an early departure, any rate adjustments will be handled on a per-incident basis. Sincere effort will be made to reschedule any cancelled activities as soon as possible, but we cannot guarantee that other scheduled work for other clients will automatically be cancelled.
- ◆ **Payment Terms:** All services and expenses are billed as incurred and are due upon receipt of invoice.
- ◆ **Cancellation:** Cancellations must occur 1 week prior to the start of the session to avoid being charged for the session.
- ◆ **Per Diems:** Diamond reserves the right to charge specific territory per diems based on cost of living in that area.

DIAMOND MUNICIPAL SOLUTIONS**END USER LICENSE AGREEMENT****THIS AGREEMENT**

made this _____ day of _____, 2016.
(herein after referred to as the "Agreement")

BY & BETWEEN:

DIAMOND SOFTWARE INC.,
a corporation incorporated under the laws of Alberta,
having an office at
400 – 1632 Dickson Avenue
Kelowna, BC V1Y 7T2
(hereinafter referred to as "**Diamond**")

Town of Fort Frances
a corporation incorporated under the laws of Ontario having
an office at:
320 Portage Avenue
Fort Frances, ON P9A 3P9
(hereinafter referred to as "**Customer**")

Whereas, Diamond will grant a license to use versions of computer software applications programs developed by Diamond (excluding any Microsoft Dynamics GP software components);

And Whereas Customer is a corporation desirous of obtaining rights to use these programs;

Now therefore in consideration of the mutual covenant contained in this Agreement, Diamond and Customer agree as follows:

1. License

1.1 Diamond hereby grants, and Customer accepts, a non-exclusive, nontransferable (subject to paragraph 7) perpetual license (hereinafter referred to as the "License") to use, or execute, each of the registered software application programs (hereinafter referred to as the "Programs" and each individually being a "Program") for the Customer's business purposes and to make no other use whatsoever of the Programs, all on the terms, and subject to the conditions, set forth in this Agreement.

2. Proprietary Rights

2.1 The License granted herein does not constitute a sale of the Programs or any copy thereof.

2.2 The Customer acknowledges the claim and proprietary interest of Diamond in any and all information contained in the Programs and information about the Programs (hereinafter collectively referred to as the "Information") contained in materials (hereinafter referred to as the "Materials") furnished from time to time by Diamond, including but not limited to any magnetic tapes, diskettes or other computer media. User documentation is proprietary to, and embodies trade secrets of Diamond and the Customer acknowledges that Diamond owns all copyrights in the Materials as unpublished works of authorship.

2.3 Unauthorized copying of:

- (a) the Programs or any part thereof, or
- (b) modified versions of the Programs, or
- (c) any form of the Programs whether alone or in conjunction with other software, or
- (d) the Information, or
- (e) the Materials,

is expressly forbidden.

2.4 The Customer will use reasonable measures to protect the Information from disclosure or transfer to, or use by, a third party, except

for agents and employees of the Customer wherein Diamond's proprietary rights as outlined in paragraph 2.2 above would be acknowledged and Information disclosure would be disallowed, except as permitted in the paragraph herein.

2.5 Notwithstanding section 2.3, upon payment of the license fees by the Customer to Diamond in accordance with section 3 of this agreement, Diamond shall furnish the Customer with one (1) electronic copy of the software and supporting documentation. The Customer has the right to print documentation for its own use

2.6 The Programs are licensed only to the Customer and, subject to paragraph 7 herein, the Customer may not transfer the License without the written consent of Diamond.

2.7 The Customer shall indemnify and save harmless Diamond from any and all liabilities or damages of every nature and kind with respect to any and all third party claims or actions against Diamond or any claims or actions by Diamond against third parties which arise out of the Customer's use of the Programs, including Diamond's costs of defending or advancing claims, on a solicitor and own client basis.

2.8 The Customer shall not:

- (a) use the Programs or the Information in the operation of a service bureau; or
- (b) allow any third party to use the Programs, the Information or the Materials; or
- (c) reverse engineer or de-compile the Programs.

2.9 In addition to adhering to the provisions of this Agreement, the Customer must adhere to all licensing agreements (the "Licensing Agreements") for all software products installed within the scope of this Agreement. This includes, but is not limited to:

- (a) **Microsoft**. The Customer must adhere to all licensing agreements set forth by Microsoft for use of any and all Dynamics GP software products.

If the Customer fails to adhere to any of the Licensing Agreements, the Customer will be responsible for and does hereby indemnify and save harmless Diamond from any and all liabilities of every nature and kind with respect to any breach or non-observance by the Customer, or any persons claiming through or under the Customer of the Customer's obligation to adhere to the Licensing Agreements. The indemnity provided in this section shall survive the termination of this Agreement.

3. Payment

3.1 The Customer will pay Diamond a fee for the License. The License shall not transfer to the Customer until license fees have been paid in full. The License shall transfer to the Customer in relation to both current and future versions of application software.

3.2 The License fee shall not be refundable, in whole or in part, either before or after termination of this Agreement.

3.3 In addition, each calendar year, in consideration of a fee as set from time to time by Diamond, the Customer may purchase an "Annual Enhancement Plan", provided that if the Customer opts not to purchase an Annual Enhancement Plan in a given calendar year, future purchases of such a plan shall be in the sole discretion of Diamond. For purposes of this Agreement, an "Annual Enhancement Plan" entitles the Customer to current updates of and enhancements to the application software in consideration for the payment of an annual fee by the Customer to Diamond.

4. Copying of Material

4.1 While each License is in effect, Customer may make copies or counterparts of Material covered by it for its use under this Agreement, including, for example, to replace Material that is wearing or to provide copies for emergency backup, or to create modifications desired by Customer, as long as copyright notices and labels used by Diamond are included on all copies or counterparts so made, all of which are deemed to be Material for purposes of this Agreement. However, Customer may have no more than three (3) copies or counterparts of any particular Material at any time and may not have any Material away from its premises except one (1) archival copy of each particular item of Material.

5. Term and Termination

5.1 Subject to paragraphs 5.2, 5.3 and 5.4 each License shall be a perpetual License and shall begin on the date the Customer receives a magnetic tape, diskette or other medium for the Programs which can be introduced into, and used or executed on hardware approved by Diamond.

5.2 The Customer may, without cause, terminate this Agreement at any time upon 90 days written notice.

5.3 The Customer may terminate this Agreement immediately, by written notice to Diamond if:

- (i) Diamond becomes bankrupt or insolvent; or
- (ii) Diamond disposes of all or substantially all of its assets.

5.4 Diamond may terminate this Agreement immediately, by written notice to the Customer if:

- (i) the Customer, or any of its agents or employees, makes unauthorized disclosure of any Information or Material; or
- (ii) the Customer commits a Material breach of this Agreement and fails to remedy that breach fully within fifteen (15) calendar days after notice to that effect from Diamond.

5.5 Upon termination of this Agreement, assuming the software is fully paid for (subject to paragraph 3), the Customer shall retain the right to continue to use the software version in circulation at the time of the termination. These actions by Customer will not eliminate its obligations to ensure confidential treatment of the Information and Materials, which obligations shall survive the termination of this Agreement.

6. Warranties and Liabilities

6.1 If it is determined at any time following the period of software installation and for a period of twelve consecutive months thereafter, or in any given calendar year during which the Customer has a current Annual Enhancement Plan in effect with Diamond, that any Program fails to perform in accordance with its published specifications, Diamond will use commercially reasonable efforts to correct significant deviations in the Program coding, and that shall be the sole obligation of Diamond with respect thereto.

6.2 Neither Diamond, its directors, officers, employees, servants, agents, distributors, nor any one else involved in the creation, production, delivery, installation, maintenance, or support of the Programs warrant, guarantee or make any representations regarding the use of the Programs, the Information or the Material, or the results of such use, in terms of correctness, accuracy, reliability, currentness, or otherwise, nor shall such parties be liable to the Customer for any loss or damage, howsoever caused claimed to have resulted from the use or inability to use the Programs, the Information or the Material or from the licensing of the Programs. Without limiting the generality of the foregoing, in no event will Diamond, its directors, officers, employees, servants, agents, distributors, or any one else involved in the creation, production, delivery, installation, maintenance, or support of the Programs be responsible for any indirect, special, incidental, or consequential damages, including loss of profits.

6.3 Subject to section 6.1, the Programs, the Information and the Materials are provided "as is" without condition or warranty of any kind.

6.4 THE WARRANTIES CONTAINED IN THIS SECTION 6 ARE THE ONLY WARRANTIES OF ANY KIND THAT ARE MADE BY DIAMOND WITH RESPECT TO ANY AND ALL SERVICES OR PRODUCTS PROVIDED PURSUANT TO THE TERMS OF THIS AGREEMENT. DIAMOND DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE IMPLIED PURSUANT TO STATUTE, ARE EXCLUDED.**

6.5 This Agreement sets forth the entire agreements and understandings of the parties hereto in respect of the subject matters hereof and supersedes all prior agreements, arrangements, discussions, information, advice and understandings, verbal or written, related to the subject matters hereof as of the date of execution and delivery of this Agreement. No representation, promise, inducement or statement of intention, verbal or written, has been made by any party which is not embodied in this Agreement, and no party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth. Specifically, without limiting the foregoing, no information or advice, oral or written, provided to the Customer by, or on behalf of, Diamond shall create a warranty or any way increase the scope of the warranties provided hereunder, and the Customer may not rely on any such information or advice.

7. Assignment

7.1 In the event that the Customer changes either legal status and/or legal name, this contract will be automatically assigned to the Customer under the new name and/or legal status and the obligations of the Customer hereunder shall thereafter become the obligations of the Customer under the new legal status and/or new legal name. If the Customer is amalgamated with another company, legal entity or government body, this contract will be assigned to the company, legal entity or government body created by the amalgamation, and the obligations of the Customer hereunder shall thereafter become the obligations of the company, legal entity or government body created by the amalgamation, subject to approval by Diamond.

7.2 Excepting transfers or assignments pursuant to section 7.1, the Customer may not transfer, assign, rent, lease, sell or otherwise dispose of the Programs, the Information or the Material, whether temporarily or permanently, without the written consent of Diamond.

7.3 This Agreement will ensure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

8. Modifications and Waiver

8.1 No modifications or amendments to this Agreement shall be binding upon the parties unless in writing signed by both parties.

8.2 A failure of either party to enforce its rights under this Agreement shall in no way be construed to be a waiver of such rights or a modification of the terms of the Agreement or to be a continuing waiver.

9. Notices

Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when forwarded by prepaid registered or certified first class airmail or by cable, telegram, telex, telefax, or hand delivery to the other party at their respective addresses first set out above. Such notices shall be deemed to have been received five (5) business days after mailing if forwarded by mail, and the following business day if forwarded by courier, facsimile, or by hand. The aforementioned address of either party may be changed at a time upon giving seven (7) days prior notice to the other party in accordance with the foregoing. In the event of a generally prevailing labour dispute or other situation which will delay or impede the giving of notice by any such means, in either the place of origin or of destination, the notice shall be given by such specified mode as will be most reliable and expeditious and least affected by such dispute or situation.

10. Ownership of Data

The Customer has sole ownership of all data contained within the system. Upon termination of this agreement, Diamond will not in any event erase or destroy the data in any manner and shall return all data to the Customer and will not make copies of the data or otherwise use the data for any other purpose other than fulfilling its obligations under this Agreement.

11. General Provisions

11.1 This Agreement shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the Province of Ontario. Any court of competent jurisdiction in [Province] shall have non-exclusive jurisdiction over this Agreement and its enforcement by Diamond as against the Customer but any court of competent jurisdiction in Ontario shall have exclusive jurisdiction over this Agreement and its enforcement by the Customer as against Diamond only.

11.2 Every provision of this Agreement shall be construed as being severable and if any term or provision hereof in whole or in part, provided the same is not a fundamental term or provision going to the root of this Agreement, shall be determined to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision or part thereof were omitted.

11.3 The Recitals to this Agreement are incorporated in and form a part of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto affixed their names by their proper signing officers duly authorized in that behalf, on the day and year first above written.

DIAMOND SOFTWARE INC.

Signature: _____

I/We have the authority to bind the corporation

Name: Mike D'Arcy

Title: General Manager

TOWN OF FORT FRANCES

Signature: _____

I/We have the authority to bind the corporation

Name: _____

Title: _____

TOWN OF FORT FRANCES

Signature: _____

I/We have the authority to bind the corporation

Name: _____

Title: _____



Software Support Agreement

This software support agreement ("Agreement") is between Diamond Software Inc. (hereinafter referred to as "Diamond") and the Town of Fort Frances (Hereinafter referred to as "Licensee").

- 1) GENERAL: During the term of this Agreement, Diamond shall provide to the Licensee the software support services, at the rates specified in item 6, of this agreement, described herein for the following products purchased through Diamond, subject to the terms and conditions set forth in this Agreement:
 - a) Microsoft Dynamics GP licensed software modules acquired through Diamond
 - b) Diamond Municipal Solutions licensed software modules
 - c) Licensed software modules developed by preferred Microsoft business partners
 - i) Mekorma
 - ii) Accountable Software
 - iii) Rockton Software
- 2) SUPPORT CENTRE and CONTACTS: For the purpose of this agreement the words "support centre" represent the locations and the staff of the **Town of Fort Frances**, with the server and workstations located at **320 Portage Avenue, Fort Frances, ON** and other locations operated by the municipality. Diamond will provide support only to the support centres designated in writing in this contract. The Licensee will inform Diamond as to the approved individuals to whom Diamond will provide support, in order to ensure that the Licensee's employees are following the Licensee's desired support channels.
- 3) SOFTWARE SUPPORT SERVICES: For the software programs purchased through Diamond, support shall include:
 - a) Answers to general questions regarding Microsoft Dynamics GP and public sector requirements, including general system navigation.
 - b) Technical assistance to designated Administration staff in the execution of daily or other routines such as data backups, restores, workstation installations, the installation of build updates, etc.
 - c) Assistance in clarification of functionality for users who have been previously trained, either through on-site Diamond training during implementation or thereafter, or through subsequent training at a Diamond training facility.
 - d) Assistance in month-end and year-end routines, such as Payroll tax table updates, GL year-end, etc.
 - e) Assistance in the resolution of errors, or concerns regarding the "behavior" of posting activity or data, including posting date, reprinting posting journals, file maintenance routines, etc.
 - f) Assistance in ensuring the accuracy of configuration changes based on emerging requirements (Note: Diamond reserves the right to transfer such requests to the Diamond Professional Services team, with the assistance to then be delivered to the Licensee on a time and materials basis, when the scope of the configuration changes are deemed to be either too complex and/or diverse to be efficiently and successfully deployed to the Licensee via the regular Support Services avenues).

Initials _____



- g) Assistance in navigating the Microsoft or Diamond Knowledge Base or website.
 - h) Assistance in managing the location and deployment of modified reports or forms.
 - i) Conveyance of support requests to Microsoft
 - j) *Emergency* (as determined solely by Diamond) assistance in key transactional activities in the absence of trained Licensee staff (e.g. assistance in processing Payroll in order to ensure employees are paid).
- 4) **LIMITATIONS:** Support Services will be provided only for operation of Licensed Software purchased through Diamond for the support centre(s) listed on this agreement and under the conditions and in the environment for which it was designed as determined by Diamond. Support Services will specifically not include the following services, which will be handled as consultative services on a time and materials basis, subject to a mutually pre-approved Work Order process on behalf of both Diamond and the Licensee:
- a) End-user training
 - b) Complex or Diverse Configuration Changes to the Licensed Software
 - c) Custom modifications or programming changes to the Licensed Software
 - d) Design of scripts to resolve data issues or errors, unless the errors are a direct result of a software issue traceable back to the Licensed Software purchased through Diamond.
 - e) Design or customization and delivery of modified windows, queries (Smart lists) or reports (Report Writer, Management Reporter or Crystal Reports)
 - f) Errors and/or data issues deemed to be generated by the user either by user error, negligence, lack of training, or via conditions and environmental changes that are deemed to be contrary to Diamond recommendations. (Note: If the parties cannot agree upon user error being the cause, a mutually-agreed upon arbitration process will be determined and employed).
 - g) Errors and/or data issues due to software bugs in the Microsoft Dynamics GP software (Diamond will make every effort to communicate proactively with the Licensee to ensure that known bugs and service packs to resolve them are known and addressed. In practice, the requirement for service packs from Microsoft is extremely rare).
 - h) GL balancing, correcting journal entries and any assistance to this regard that requires an analyst or professional services time
 - i) Major release upgrades (i.e. Release 9.0 to Release 10.0) where on-site or on call consulting services are required in order to ensure a successful upgrade.
 - j) Any on-site consultative services/support
- 5) **TERM:** This Agreement shall commence on the date outlined herein and shall terminate exactly 12 months thereafter. The Agreement shall renew annually each year thereafter. Renewals occur automatically unless either party gives notice of termination in writing to the other party (60) days prior to the renewal date.
- 6) **COST OF PLAN:** The cost of Support Services shall be paid prior to the commencement of each year's term. Diamond will invoice the cost of the plan plus applicable taxes to the Licensee. The support plan charge shall be reflective of the support package that both the Licensee and Diamond agree are suitable to the client's needs. The support plan renewal rate shall be based on the current year's rates as published and communicated by Diamond.

Initials _____



- 7) **ADDITIONAL PAYMENTS:** The Licensee shall pay to Diamond, upon receipt of an invoice, any additional fees due for support exceeding the package support limit as indicated by the support package chosen, plus any applicable taxes. All other services including on-site visits, out of pocket and travel expense, and telephone support of operating systems, or hardware that are not part of this agreement are billed separately at the then current hourly rate, or specific Licensee rates as determined by Diamond. On-Site *application* support will be billed at the current year's rates. In all cases taxes are not part of the costs and are billed where applicable.
- 8) **CONTRACT PAYMENTS:** When a new project, system contract and / or implementation plan is in place then the client pays the negotiated rate for these projects. Once the initial contract / implementation is completed, then all services return to published existing customer rate structures.
- 9) **SUPPORT SERVICES:** Software support shall be provided by a Diamond product/support representative via a published telephone number or electronically via Diamond website/eSupport. Actual resolution time depends on the volume of support calls currently being handled by Diamond, the severity of the Licensee's case, the extent to which external factors (coordinating Microsoft, Diamond, Licensee involvement) is required, etc. Diamond monitors all open calls on a daily basis, and practices a case escalation process.
- 10) **METHODS OF SUPPORT:** Diamond's method of support is by telephone and eSupport incidents/web (it is recommended that the Licensee provide web access to a Diamond support representative) or email.
- 11) **APPROVED VERSIONS FOR SUPPORT:** Diamond will provide support on the release level of the licensed software current at the time of service and the immediate preceding level only. Diamond may, within its sole discretion, provide support on previous release levels for which the Licensee agrees to pay the time and material charge in effect at the time that such service is rendered. Diamond shall remain free to decide, solely in its own discretion, whether and when to provide support for enhancements or improvements to the Licensed Software or entirely new products any of which may be subject to a separate agreement between parties.
- 12) **ACCESS AND SECURITY:** The Licensee agrees to furnish to Diamond full and free access to the Licensed Software when Diamond is performing support services subject to Licensee's reasonable internal security rules. In addition to providing appropriate system administration login and password information to Diamond, the Licensee will support the maintenance of a Diamond user login.
- 13) **CONFIDENTIALITY:** Diamond Support Staff will hold confidential all information and data to which access has been granted, and will not divulge any aspect of the Licensee's configuration, data values, or other settings without the prior written consent of the Licensee or as required by law.
- 14) **WARRANTY:** Diamond does not warranty service results or represent or warrant that the functions contained in the Licensed Software will meet Licensee's requirements, that the operation of the Licensed Software will meet Licensees requirements, that the operation of the Licensed Software will be uninterrupted or error free, or that each defect in the Licensed Software will be corrected.
- 15) **DEFAULT:** Either party shall be in default under this Agreement if it fails to perform any of its obligations under this Agreement and such failure remains uncured for a period of (60) days after receipt by such party of written notice of the default from the other party. The non-defaulting party, in

Initials _____



addition to any other rights available to it under law or in equity, may then withhold its performance under or may terminate the Agreement at any time by giving notice in writing to the defaulted party. Termination of the agreement does not change or cancel any money owing to either party, prior to the termination, and does not affect confidentiality, which shall continue indefinitely.

- 16) **LIMITATION OF LIABILITY:** The entire liability of Diamond to Licensee for damages under this Agreement or in any way related to the subject matter of this Agreement, regardless of whether the claim for such damages is based in contract or in tort, shall not exceed the lesser of five thousand dollars (\$5,000.00) or the total annual support charge last paid for the support services under this Agreement. Except as otherwise provided in this paragraph, Diamond shall not be liable for damages arising in connection with the use, repair, lack of repair, or performance of licensed software.
- 17) Diamond shall not be liable for damages caused as a result of any hardware failure whatsoever.
- 18) In no event shall Diamond be liable for any loss of income, loss of data, or other direct, indirect, or consequential damages, even if Diamond has been advised of the possibility of such damages, or for any claim against licensee by any other party.
- 19) **ASSIGNMENT:** The Licensee shall not assign or transfer the Agreement without the prior written consent of Diamond (which consent shall not be unreasonably withheld). Any prohibited assignment or transfer shall be null and void. Diamond may cause services covered by the agreement to be provided either by a Diamond support representative or by any Diamond authorized representative, but use of such an organization shall not relieve Diamond of its obligation under the Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, executors, administrators, and permitted assigns.
- 20) **NOTICE:** All Formal notice, consents, and other communications required by or permitted under the Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid and return receipt requested, or transmitted by telegram, telex, fax or email so long as such is confirmed to be received by both parties, to the addresses or numbers indicated on this Agreement. Either party may change its address for notification purposes by giving the other prior written notice of the new address and effective date. Written notice shall be deemed to have complied with this section.
- 21) **ENTIRE AGREEMENT:** This Agreement and the schedules attached to it constitute the entire and exclusive statement of the Agreement between the parties with respect to its subject matter and supersedes all prior oral or written representations, understandings or agreements concerning the subject matter of this Agreement.
- 22) **MISCELLANEOUS:** This Agreement shall be governed by and construed in accordance with the laws of Ontario and will be heard in a Ontario court of law. No representation or promise relating to and no amendment of the Agreement shall be binding unless it is in writing and signed by both parties. The terms and conditions of any order submitted by Licensee shall be of no force and effect.
- 23) Except for Licensee's obligation to pay Diamond for services rendered by Diamond and its contractors and to pay Diamond for products purchased from Diamond, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. No waiver by a party of any breach of any provision of the Agreement shall constitute a waiver of any other breach of that or any other provision of the Agreement. In the event that any of the provisions contained in the Agreement is held to be unenforceable, the Agreement shall be construed without such provision.

Initials _____



- 24) This Agreement can be cancelled but is non-refundable after ten (10) days of your acceptance of the Agreement. Diamond may cancel this Agreement if you fail to make payment of the Total Price for said Support Plan in accordance with the invoice terms, make a misrepresentation to us or our agents, or otherwise breach your obligations under this Agreement. If Diamond cancels this Agreement, a written notice of cancellation will be mailed to the address indicated in our records. The notice will include the reason for cancellation and the effective date of cancellation, which will not be less than ten (10) days from the date notice of cancellation, is sent.
- 25) The persons providing services on behalf of Diamond hereunder shall not be deemed employees of the Licensee by virtue of their activities in relation to this Agreement. Diamond and the Licensee agree that during the term of this Agreement, and for a period of twenty-four (24) months thereafter, neither of them will solicit any person who is, at the time of such solicitation, an employee of the other Party, nor will any of them directly or indirectly induce any employee of the other Party to leave his or her employment.

2016 Support Plan Enrollment:

Platinum Support Plan

Addresses for Formal Notices:

Diamond Software Inc.
 Attention: Mike D'Arcy
 400 – 1632 Dickson Avenue
 Kelowna, BC V1Y 7T2

Town of Fort Frances
 Attention: Laurie Witherspoon
 320 Portage Avenue
 Fort Frances, ON P9A 3P9

Initials _____



IN WITNESS WHEREOF this agreement, and all terms & conditions herein, has been accepted and executed by a duly authorized officer of the licensee, as of the day and year below;

Accepted and Approved As Of: _____, 2016

Town of Fort Frances (Licensee)

Signature: _____

I/We have the authority to bind the corporation

Name: _____

Title: _____

Town of Fort Frances (Licensee)

Signature: _____

I/We have the authority to bind the corporation

Name: _____

Title: _____

Initials _____

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

(BEING a by-law to approve a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs through its Seniors Community Grant program.)

WHEREAS the Government of Ontario has created the Seniors Community Grant program to build awareness of programs for seniors.

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

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

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

READ THREE TIMES and finally passed in open Council this 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Clerk

THE AGREEMENT effective as of the 26th day of July 2016.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by The Minister Responsible for Seniors
Affairs

(the “Province”)

- and -

CORPORATION OF THE TOWN OF FORT FRANCES

(the “Recipient”)

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

“**Agreement**” means this agreement entered into between the Province and the

Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"Funding Year" means:

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

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

"Maximum Funds" means \$7,700.00

"Notice" means any communication given or required to be given pursuant to the Agreement.

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

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
 - (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
 - (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Project;
 - (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

- 2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3 TERM OF THE AGREEMENT

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2017** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT

- 4.1 **Funds Provided.** The Province shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
 - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C"; and
 - (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.
- 4.2 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
 - (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
 - (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
 - (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section 13.1.

- 4.3 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
 - (b) use the Funds only for the purpose of carrying out the Project; and
 - (c) spend the Funds only in accordance with the Budget.
- 4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.
- 4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.6 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.
- 4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:
- (a) it shall do so through a process that promotes the best value for money; and

- (b) if the estimated cost of the supplies, equipment or services exceeds \$5,000, the Recipient shall obtain at least three written quotes unless:
 - (i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or
 - (ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6 CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 No Control of Records. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

ARTICLE 8 CREDIT

8.1 Publicity Restrictions: As per Schedule 'E' of this agreement, the Recipient will not make any public announcement, news release, advertising or other form of

publicity regarding the Funds until notice of the publicity has been received by the Province.

- 8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.
- 8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10 INDEMNITY

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

ARTICLE 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and

- (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project, and:
 - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
 - (ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing

pursuant to section 13.2(b)..

- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; and/or
 - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
 - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
 - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
 - (d) the Recipient ceases to operate; and
 - (e) an event of Force Majeure that continues for a period of 60 days or more.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:
- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
 - (b) provide the Recipient with an opportunity to remedy the Event of Default;
 - (c) suspend the payment of Funds for such period as the Province determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

- (a) demand the return of the unspent Funds; or

- (b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16 FUNDS UPON EXPIRY

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

ARTICLE 17 REPAYMENT

- 17.1 **Debt Due.** If:

- (a) the Province demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

- 17.2 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.
- 17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18 NOTICE

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ontario Seniors' Secretariat
777 Bay St., 6th fl.
Toronto ON M7A 2J4

Attention: Seniors Community Grant

Fax: 416-326-7078

Email:
seniorscommunitygrant@ontario.ca

To the Recipient:

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

Attention: Jason Kabel, Manager
of Community Services

Email: jkabel@fort-frances.com

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19 CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20 SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21 WAIVER

21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22 INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 24 GOVERNING LAW

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

ARTICLE 25 FURTHER ASSURANCES

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

ARTICLE 26 CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

- 26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:
- (a) is beyond the reasonable control of a Party; and
 - (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.
- 26.2 **Force Majeure Includes.** Force Majeure includes:
- (a) infectious diseases, war, riots and civil disorder;
 - (b) storm, flood, earthquake and other severely adverse weather conditions;
 - (c) lawful act by a public authority; and
 - (d) strikes, lockouts and other labour actions,
- if such events meet the test set out in section 26.1.
- 26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or
- (b) any event that a diligent Party could reasonably have been expected to:
 - (i) take into account at the time of the execution of the Agreement; and
 - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27 SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28 SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment; and
- (d) Schedule "D" - Reports.
- (e) Schedule "E" - Grant Recipient Communications Protocol

ARTICLE 29 COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument.

ARTICLE 30 JOINT AND SEVERAL LIABILITY

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

ARTICLE 31 RIGHTS AND REMEDIES CUMULATIVE

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

ARTICLE 32 BPSAA

- 32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- 33.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
 - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

ARTICLE 34 ENTIRE AGREEMENT

- 34.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 34.2 **Modification of Agreement.** The Agreement may only be amended by a written

agreement duly executed by the Parties.
The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister Responsible for Seniors
Affairs**

_____	_____
Name: Abby Katz Starr	Date
Title: (A) Assistant Deputy Minister	
Ontario Seniors' Secretariat	

_____	_____
Name: Jason Kabel	Date
Title: Manager of Community Services	

_____	_____
Name:	Date
Title:	

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

Fort Frances is a municipality with a population of just over 8,000 with the majority in, or near, the senior demographic. Being a municipality, the Town of Fort Frances has a governance structure with elected officials (Mayor & 6 Councillors) to oversee all financial measures, corporate management, and contemplations of grant applications. The community services executive committee has given their endorsement for the submission to the Seniors Community Grant Program.

Project Objective

Initiate the process to become an 'age friendly community' through the first 3 phases of the following 4 phase process:

- a) Define local principles
- b) Custom needs assessment
- c) Develop an Action Plan
- d) Implementation and Evaluation

Scope of Project

The scope of this project would seek to accomplish the first 3 phases; defining local principles as it relates to the seniors in Fort Frances, undertaking the custom needs assessment through our local Sister Kennedy Senior Centre, and finally developing an action plan that would prepare the committee for the implementation and evaluation plan.

The project will impact and benefit all of the seniors in Fort Frances, approximately 3,200.

Timelines

July 26, 2016 to March 31, 2017

SCHEDULE “B”**BUDGET**

4. Project Costs and Grant Request	
Budget	Anticipated Costs \$
Consultant (\$2000 cash/kind)	\$4,800.00
Marketing (survey, local media promotion, web page)	\$2,200.00
Meeting expenses (room rental, lunch, 12 pp)	\$1,200.00
Staff hours	\$700.00
Administration	\$800.00
Add item (+)	Total Project Costs - cannot exceed \$10,000
	\$9,700.00

Less Contributions (Stream 2 only):
 Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.

Cash Contribution	\$1,000.00
In-kind Contributions	\$1,000.00
Other Contributions (specify below) ▼	
Add Contribution (+)	

Funding Requested (Total Project Costs – Contributions, if applicable)	\$7,700.00
---	-------------------

SCHEDULE "C"**PAYMENT**

PAYMENT DATE OR MILESTONE	AMOUNT
Initial Project Payment	\$6,160.00
Payment upon receipt of a satisfactory Project Final Report, no later than March 31, 2017	\$1,540.00

SCHEDULE “D”**REPORTS**

Name of Report	Due Date
1. Project Final Report	Within 30 days of project completion

Report Details

Each Report will include the following items:

- (a) a update on the status and progress of the Project;
- (b) an indication of whether the objectives of the Project are being / were met;
- (c) a description of how the success of the Project is being / was measured;
- (d) a description of the level of community participation and response;
- (e) details of how the Province's support has been acknowledged;
- (f) an unaudited statement which accounts for Project revenue and expenditures; any other details that may be requested by the Province.

Schedule “E”
Seniors Community Grant 2016-2017
Grant Recipient Communications Protocol

Media and Promotion

- As part of the effort to build awareness of programs for seniors, the Government of Ontario may hold a media announcement.
- As a grant recipient, please notify the Ontario Seniors’ Secretariat if you plan to hold a media/launch event or public announcement. We would ask that grant recipients refrain from making local media announcements until the OSS has made a province-wide announcement about the program.
- We encourage you to involve local MPPs or other officials to your event or activity.
- All media and promotional/public materials must acknowledge funding from the Government of Ontario. If you are planning to issue a news release, please share it with us at least seven days in advance, and we will provide you with a Minister’s quote for insertion.

Marketing

- All marketing materials must acknowledge the support of the Government of Ontario.
- This means that all materials (i.e. brochures, reports, advertising, oral presentations and publicity relating to the projects) credit the support of the Government of Ontario by following the Government’s attached guidelines specifically related to the use of the Ontario logo as well as the use of mandatory wording “Funded by”. The logo should only be used on products directly related to the Seniors Community Grant.
- Please also share your marketing or promotional materials with us in advance for our information only.

We are happy to work with you to determine how this protocol will impact your communications outreach. If you have any questions, please contact the Ontario Seniors Secretariat at seniorscommunitygrant@ontario.ca.

TOWN OF FORT FRANCES

BY-LAW NO. xx/16

BEING a by-law to authorize the execution of a wage enhancement agreement with Rainy River District Social Services Administration Board for the 2016 Provincial portion allotted for Child Care, the *Municipal Act, 2001*, S.O. 2001, c.25.

WHEREAS on August 8th, 2016, Council authorized execution of a wage enhancement agreement with Rainy River District Social Services Administration Board (RRDSSAB) for the 2016 Provincial Child Care one-time funding program for eligible staff of the Children’s Complex.

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

- 1. That the wage enhancement agreement with RRDSSB in the form attached as Schedule ‘A’ be approved for the Mayor to sign and affix the Corporate Seal thereto.

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

READ THREE TIMES and finally passed in open Council this 8th day of August 2016.

R. Avis, Mayor

E. Slomke, Town Clerk



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

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

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

August 3, 2016

Jason Kabel
Manager of Community Services
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

Dear Jason Kabel,

RE: 2016 Provincial Child Care Wage Enhancement Agreement

The Rainy River District Social Services Administration Board (RRDSSAB) is pleased to provide one-time funding for the 2016 Provincial Child Care Wage Enhancement for eligible staff at Fort Frances Children's Complex. This one-time funding allocation is based on the information submitted in your Application for Provincial Wage Enhancement Funding – Child Care Centres & Home Visitors (2016). Your approved applications (4) are attached.

This funding will provide your organization with the resources to grant eligible program staff a wage enhancement of up to \$2 per hour plus up to 17.5 percent benefits based on hours worked in 2015.

<i>Funding Type</i>	<i>2016 Allocation</i>
Provincial Child Care Wage Enhancement	\$ 38,208.37
Supplemental Grant	\$ 1,698.95
Administration Funding	\$ 87.36

If the Town of Fort Frances is in agreement with the terms as set out in this letter, please return **two signed hard copies or one signed scanned copy** of this letter to my attention at the Rainy River DSSAB by **August 19, 2016**.

TERMS OF THE AGREEMENT

1) Purpose

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

The wage enhancement objectives are:

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

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

2) Eligibility

RECEs and other child care program staff are eligible for the 2016 wage enhancement if they:

- Are employed in a licensed child care centre or home child care agency;
- Have a wage of less than \$26.27 per hour excluding year one's wage enhancement; and
- Are categorized as a child care supervisor, RECE, or can be otherwise counted toward adult to child ratios under the *Child Care and Early Years Act, 2014 (CCEYA)*.

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

Ineligible Positions (Non-Program Staff)

- Cook, custodial and other non-program staff positions are not eligible for wage enhancement funding.
- SNR-funded resource teachers/consultants and supplemental staff are not eligible for wage enhancement funding.
- The only exception to this provision is if at least 25% of the non-program staff position is used to support CCEYA ratio requirements. In these instances, the enhancement will be provided for the time in program.

3) Payments to Staff

The Operator is required to pay the wage enhancement to qualifying staff during 2016 retroactive to January 1, 2016. Discretion is allowed for wage enhancement payments to staff in 2016. The Operator can provide wage enhancement payments to staff as follows:

- Through staff's regular paycheques; or
- Through quarterly lump sum payments in the funding year ending December 31, 2016.

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

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

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

It's anticipated that the administration of wage enhancement funds through staff's regular paycheques will be a requirement for the Provincial Child Care Wage Enhancement Grant in 2017.

More Working Hours

If a centre has more working hours than in the previous year, the Operator will run out of wage enhancement funding prior to the end of 2016. The supplemental grant may be used to top up wage enhancement salary shortfalls.

The Operator is not required to absorb the additional cost to continue funding the enhancement until the end of 2016. The Operator can stop paying wage enhancement once the allocation for the centre has been depleted. There is no obligation for the Operator to pay the balance.

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

Fewer Working Hours

If a position has fewer working hours than in the previous year (or as determined by the wage enhancement application) the Operator will only distribute wage enhancement for the actual hours worked in 2016. All surplus funds are to be returned to the RRDSSAB in the reconciliation process at year-end.

4) Use of Wage Enhancement

The Operator is required to provide 100% of wage enhancement funds to eligible staff. Wage enhancement funding must be paid to child care staff in addition to their standard wage rate as of January 1, 2016. Wage enhancement funding may be used to fund overtime hours worked in 2016 but not exceeding \$2.00 per hour. In addition, it may only be provided to staff whose positions were approved as part of the 2016 wage enhancement application process.

The funding cannot be:

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

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

Benefits Funding and Flexibility

Benefits of 17.5 per cent support operators in meeting their statutory benefit requirements. Once all statutory benefits requirements are met (including up to 2 weeks of vacation and 9 statutory days), any remaining funding within 17.5 per cent can be used to fund other benefit expenses paid by the employer on behalf of the employee.

Operators may use any residual benefits funding for wage enhancement salaries. The flexibility is only one way; therefore, salary funding cannot be used for benefits.

Operators may exceed 17.5% for benefits if the supplemental grant is used to support additional benefit expenses.

Supplemental Grant

In addition to the wage enhancement funds, operators will also receive a supplemental grant of \$150 for each eligible centre based FTE. The supplemental grant provides operators with flexibility to cover salary shortfalls due to increased hours or staffing, and/or additional benefits (e.g. additional time in program, new staff, vacation days, sick days or PD days and/or other benefits) once mandatory benefits are covered. Any funding that is not used for these purposes will be recovered.

DSSAB staff is available to support operators in setting priorities for how to allocate the supplemental grant.

Administration Funding

To support operators with the implementation of the wage enhancement initiative, each operator will receive one-time funding for administration as part of its funding agreement. Unused administration funds will be recovered by the DSSAB.

5) Payment Schedule

Wage enhancement funding retroactive to January 1, 2016 will be included with the Operator's September 2016 electronic funds transfer (EFT). The remaining funds will be provided as equal installments in the monthly EFTs through to the end of 2016.

6) Reporting Requirements

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

- A statement which attests that 100% of wage enhancement funding was provided directly to eligible child care staff with up to \$2.00 per hour provided for wage plus up to 17.5 percent provided for benefits.
- Service and financial data required by the Ministry including:
 - Number of RECE FTEs receiving a full wage enhancement;
 - Number of Supervisor FTEs receiving a full wage enhancement;
 - Number of other program FTEs receiving a full wage enhancement;
 - Number of RECE FTEs receiving a partial wage enhancement;
 - Number of Supervisor FTEs receiving a partial wage enhancement;
 - Number of other program FTEs receiving a partial wage enhancement.

Rather than subtracting sick hours and adding in supply hours the Operator may have chosen to include the total hours worked for a position on its application and then pay whichever staff worked the hours in 2016. Where the Operator has chosen to combine staff positions on its wage enhancement application the Operator must ensure that records are kept on file for actual hours worked for each position from January 1, 2015 to December 31, 2015 and be prepared to present these upon request to the RRDSSAB.

7) Reconciliation

Reconciliation of wage enhancement funding will be completed on the total number of FTEs funded by the Operator. In instances where the wage enhancement allocation for a position exceeds the actual hours worked in 2016 the RRDSSAB will recover unused funds from the Operator.

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

- Participate in a wage enhancement reconciliation and compliance audit to confirm adherence with this Agreement. Operators selected for a wage enhancement audit will be notified in advance and provided with further information to prepare for the audit.
- Retain records pertinent to the information provided in the wage enhancement application.
- Track salaries and benefits payments separately.
- Permit RRDSSAB staff to enter, at reasonable times, any premises used by the Operator in connection with the provision of wage enhancement and retention of records to inspect all records relating to the delivery of wage enhancement.
- Provide quarterly year-to-date reports that include actual and projected wage enhancement expenditures, revenue and all other service data information – "Schedule 3".

- Include a separate line within its audited financial statements for each wage enhancement revenue and wage enhancement operating expenses.

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

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

Sincerely,



Tanis Fretter
Integrated Services Manager

Attachment

cc: Shawna McRitchie, Superintendent, Fort Frances Children's Complex
Dawn Galusha, Deputy Treasurer, Town of Fort Frances
Wendy Tilbury, Finance Supervisor, Rainy River DSSAB

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

Signature

Date

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

Signature

Date

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

Signature

Date

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

Signature

Date

Application for Provincial Wage Enhancement Funding - Child Care Centres & Home Visitors (2016)

CHILD CARE CENTRE / AGENCY INFORMATION

Child Care Centre / Agency Name:
Operator Name:
Licence Number:
Auspice Type:
Centre / Agency Mailing Address:

Town of Fort Frances
Fort Frances Children's Complex- Main Site
08903
Non-Profit Operation
1150 Portage Avenue North
Fort Frances, ON P9A 2B1

CONTACT INFORMATION

Name:
Phone Number:
Email Address:

Shawna McRitchie or Dawn Galusha
274-5457 or 274-5323
smcritchie@fort-frances.com, dgalusha@fort-f

CHILD CARE CENTRE / AGENCY OPERATING INFORMATION

How many weeks was your centre open during 2015
Standard work week (hours)
Total Operating Capacity (N/A for Home Child Care Provider agencies)
Total Licensed Capacity (N/A for Home Child Care Provider agencies)

52
37.5
44
44

SERVICE DATA

Number of ineligible* RECEs
Number of ineligible* Non-RECEs
Number of ineligible* Supervisors
Number of ineligible* Home Visitors
**Hourly rate exceeds \$26.27*

0.00
0.00
2.00
0.00

EMPLOYEE / POSITION INFORMATION						WAGE ENHANCEMENT DETERMINATION						
	Position Description	New Position created during Jan 1 - Dec 31, 2015? (Y/N) (If Yes, provide an estimate for the number of hours that the position would work during the year in Column J)	Category	Base Hourly Wage (excluding year 1 wage enhancement)	# of Hours Worked (Jan 1- Dec 31, 2015)	% of Time in Eligible Position	Eligibility Status	Eligibility Rate per Hour (\$)	FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
1	Toddler Teacher 1	NO	RECE	\$ 24.70	1,707.75	100%	Partial	\$ 1.57	0.97	\$ 2,681.17	\$ 469.20	\$ 3,150.37
2	Toddler Teacher 2	NO	RECE	\$ 24.70	1,632.90	100%	Partial	\$ 1.57	0.93	\$ 2,563.65	\$ 448.64	\$ 3,012.29
3	Toddler Teacher 3- new	YES	RECE	\$ 24.70	1,350.00	100%	Partial	\$ 1.57	0.77	\$ 2,119.50	\$ 370.91	\$ 2,490.41
4	Toddler Teacher 4- new	YES	RECE	\$ 24.70	1,350.00	100%	Partial	\$ 1.57	0.77	\$ 2,119.50	\$ 370.91	\$ 2,490.41
5	Preschool Teacher 1	NO	RECE	\$ 24.70	1,608.50	100%	Partial	\$ 1.57	0.92	\$ 2,525.35	\$ 441.94	\$ 2,967.28
6	Preschool Teacher 2	NO	RECE	\$ 24.70	1,655.75	100%	Partial	\$ 1.57	0.94	\$ 2,599.53	\$ 454.92	\$ 3,054.44
7	Preschool Teacher 3	NO	RECE	\$ 24.70	1,669.25	100%	Partial	\$ 1.57	0.95	\$ 2,620.72	\$ 458.63	\$ 3,079.35
8	Interim Replacement Staff	NO	Non-RECE	\$ 19.64	1,679.60	100%	Full	\$ 2.00	0.96	\$ 3,359.20	\$ 587.86	\$ 3,947.06

SUMMARY		FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
Fully Eligible Positions		RECE	-	\$ 0.00	\$ 0.00
		Non-RECE	0.96	\$ 3,359.20	\$ 587.86
		Supervisor	-	\$ 0.00	\$ 0.00
		SUB-TOTAL	0.96	\$ 3,359.20	\$ 587.86
Partially Eligible Positions		RECE	6.25	\$ 17,229.42	\$ 3,015.15
		Non-RECE	-	\$ 0.00	\$ 0.00
		Supervisor	-	\$ 0.00	\$ 0.00
		SUB-TOTAL	6.25	\$ 17,229.42	\$ 3,015.15
		TOTAL	7.21	\$ 20,588.62	\$ 3,603.01
SUPPLEMENTAL GRANT					\$ 1,081.83
GRAND TOTAL					\$ 25,273.45

CERTIFICATION

As a signing authority for this organization, I certify that the information included in this application is accurate and represents the positions that can be counted toward adult to child ratios under the Child Care and Early Years Act (CCEYA) as of December 31, 2015.

Name of Signing Authority:
Title:
Date:

Laurie Witherspoon
Treasurer
March 31/16

Please click and select:

YES

(To be completed by DSSAB only)

APPROVAL

The child care centre / agency is approved for the following:

# of FTE	Salary	Benefit	Supplemental Grant	Total
7.21	20588.62	3603.01	1081.83	25273.45

APPLICATION DEADLINE IS MARCH 31, 2016 - ANY APPLICATIONS RECEIVED AFTER THIS DATE WILL NOT BE ELIGIBLE FOR FUNDING IN 2016

Application for Provincial Wage Enhancement Funding - Child Care Centres & Home Visitors (2016)

CHILD CARE CENTRE / AGENCY INFORMATION

Child Care Centre / Agency Name: Town of Fort Frances
 Operator Name: Fort Frances Children's Complex- JW Walker S
 Licence Number: 0006668
 Auspice Type: Non-Profit Operation
 Centre / Agency Mailing Address: 1150 Portage Avenue
 Fort Frances, ON P9A 2B1

CONTACT INFORMATION

Name: Shawna McRitchie or Dawn Galusha
 Phone Number: 274-5457 or 274-5323
 Email Address: smcrichtie@fort-frances.com, dgalusha@fort-f

CHILD CARE CENTRE / AGENCY OPERATING INFORMATION

How many weeks was your centre open during 2015
 Standard work week (hours)
 Total Operating Capacity (N/A for Home Child Care Provider agencies)
 Total Licensed Capacity (N/A for Home Child Care Provider agencies)

52
 24
 20
 30

SERVICE DATA

Number of ineligible* RECEs
 Number of ineligible* Non-RECEs
 Number of ineligible* Supervisors
 Number of ineligible* Home Visitors
 *Hourly rate exceeds \$26.27

0.00
 0.00
 0.00
 0.00

EMPLOYEE / POSITION INFORMATION							WAGE ENHANCEMENT DETERMINATION					
	Position Description	New Position created during Jan 1 - Dec 31, 2015? (Y/N) (If Yes, provide an estimate for the number of hours that the position would work during the year in Column J)	Category	Base Hourly Wage (excluding year 1 wage enhancement)	# of Hours Worked (Jan 1- Dec 31, 2015)	% of Time in Eligible Position	Eligibility Status	Eligibility Rate per Hour (\$)	FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
1	School Age Teacher 1	NO	RECE	\$ 24.70	1,144.50	100%	Partial	\$ 1.57	0.65	\$ 1,796.87	\$ 314.45	\$ 2,111.32
2	School Age Teacher 2	NO	Non-RECE	\$ 19.64	1,059.25	100%	Full	\$ 2.00	0.60	\$ 2,118.50	\$ 370.74	\$ 2,489.24
3	Interim Replacement	NO	Non-RECE	\$ 19.64	91.50	100%	Full	\$ 2.00	0.05	\$ 183.00	\$ 32.03	\$ 215.03

SUMMARY			FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
Fully Eligible Positions			RECE	-	\$ 0.00	\$ 0.00
			Non-RECE	0.66	\$ 2,301.50	\$ 402.76
			Supervisor	-	\$ 0.00	\$ 0.00
SUB-TOTAL				0.66	\$ 2,301.50	\$ 402.76
Partially Eligible Positions			RECE	0.65	\$ 1,796.87	\$ 314.45
			Non-RECE	-	\$ 0.00	\$ 0.00
			Supervisor	-	\$ 0.00	\$ 0.00
SUB-TOTAL				0.65	\$ 1,796.87	\$ 314.45
TOTAL				1.31	\$ 4,098.37	\$ 717.21
SUPPLEMENTAL GRANT						\$ 196.23
GRAND TOTAL						\$ 5,011.81

CERTIFICATION

As a signing authority for this organization, I certify that the information included in this application is accurate and represents the positions that can be counted toward adult to child ratios under the Child Care and Early Years Act (CCEYA) as of December 31, 2015.

Name of Signing Authority: Laurie Witherspoon
 Title: Treasurer
 Date: 31-Mar-16

Please click and select:

YES

(To be completed by DSSAB only)

APPROVAL

The child care centre / agency is approved for the following:

# of FTE	Salary	Benefit	Supplemental Grant	Total
1.31	4098.37	717.21	196.23	5011.81

APPLICATION DEADLINE IS MARCH 31, 2016 - ANY APPLICATIONS RECEIVED AFTER THIS DATE WILL NOT BE ELIGIBLE FOR FUNDING IN 2016

Application for Provincial Wage Enhancement Funding - Child Care Centres & Home Visitors (2016)

CHILD CARE CENTRE / AGENCY INFORMATION

Child Care Centre / Agency Name: Town of Fort Frances
 Operator Name: Fort Frances Children's Complex- Robert Moor
 Licence Number: 0005768
 Auspice Type: Non-Profit Operation
 Centre / Agency Mailing Address: 1150 Portage Avenue
 Fort Frances, ON P9A 2B1

CONTACT INFORMATION

Name: Shawna McRitchie or Dawn Galusha
 Phone Number: 274-5457 or 274-5323
 Email Address: smcrichtie@fort-frances.com, dgalusha@fort-f

CHILD CARE CENTRE / AGENCY OPERATING INFORMATION

How many weeks was your centre open during 2015
 Standard work week (hours)
 Total Operating Capacity (N/A for Home Child Care Provider agencies)
 Total Licensed Capacity (N/A for Home Child Care Provider agencies)

52
 24
 28
 30

SERVICE DATA

Number of ineligible* RECEs
 Number of ineligible* Non-RECEs
 Number of ineligible* Supervisors
 Number of ineligible* Home Visitors
 *Hourly rate exceeds \$26.27

0.00
 0.00
 0.00
 0.00

EMPLOYEE / POSITION INFORMATION							WAGE ENHANCEMENT DETERMINATION					
	Position Description	New Position created during Jan 1 - Dec 31, 2015? (Y/N) (If Yes, provide an estimate for the number of hours that the position would work during the year in Column J)	Category	Base Hourly Wage (excluding year 1 wage enhancement)	# of Hours Worked (Jan 1- Dec 31, 2015)	% of Time in Eligible Position	Eligibility Status	Eligibility Rate per Hour (\$)	FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
1	School Age Teacher 1	NO	RECE	\$ 24.70	1,199.50	100%	Partial	\$ 1.57	0.68	\$ 1,883.22	\$ 329.56	\$ 2,212.78
2	School Age Teacher 2	NO	RECE	\$ 24.70	1,148.85	100%	Partial	\$ 1.57	0.65	\$ 1,803.69	\$ 315.65	\$ 2,119.34
3	Interim Replacement	NO	Non-RECE	\$ 19.64	78.45	100%	Full	\$ 2.00	0.04	\$ 156.90	\$ 27.46	\$ 184.36

SUMMARY				FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
Fully Eligible Positions							
	RECE	-		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Non-RECE	0.04		\$ 156.90	\$ 27.46	\$ 184.36	\$ 184.36
	Supervisor	-		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	SUB-TOTAL	0.04		\$ 156.90	\$ 27.46	\$ 184.36	\$ 184.36
Partially Eligible Positions							
	RECE	1.34		\$ 3,686.91	\$ 645.21	\$ 4,332.12	\$ 4,332.12
	Non-RECE	-		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Supervisor	-		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	SUB-TOTAL	1.34		\$ 3,686.91	\$ 645.21	\$ 4,332.12	\$ 4,332.12
	TOTAL	1.38		\$ 3,843.81	\$ 672.67	\$ 4,516.48	\$ 4,516.48
	SUPPLEMENTAL GRANT						\$ 207.48
	GRAND TOTAL						\$ 4,723.95

CERTIFICATION

As a signing authority for this organization, I certify that the information included in this application is accurate and represents the positions that can be counted toward adult to child ratios under the Child Care and Early Years Act (CCEYA) as of December 31, 2015.

Name of Signing Authority: Laurie Witherspoon
 Title: Treasurer
 Date: 31-Mar-16

Please click and select:

YES

(To be completed by DSSAB only)

APPROVAL

The child care centre / agency is approved for the following:

# of FTE	Salary	Benefit	Supplemental Grant	Total
1.38	3843.81	672.67	207.48	4723.95

APPLICATION DEADLINE IS MARCH 31, 2016 - ANY APPLICATIONS RECEIVED AFTER THIS DATE WILL NOT BE ELIGIBLE FOR FUNDING IN 2016

Application for Provincial Wage Enhancement Funding - Child Care Centres & Home Visitors (2016)

CHILD CARE CENTRE / AGENCY INFORMATION

Child Care Centre / Agency Name: Town of Fort Frances
 Operator Name: Fort Frances Children's Complex- ST Michaels
 Licence Number: 0005768
 Auspice Type: Non-Profit Operation
 Centre / Agency Mailing Address: 1150 Portage Avenue
 Fort Frances, ON P9A 2B1

CONTACT INFORMATION

Name: Shawna McRitchie or Dawn Galusha
 Phone Number: 274-5457 or 274-5323
 Email Address: smcrichtie@fort-frances.com, dgalusha@fort-f

CHILD CARE CENTRE / AGENCY OPERATING INFORMATION

How many weeks was your centre open during 2015
 Standard work week (hours)
 Total Operating Capacity (N/A for Home Child Care Provider agencies)
 Total Licensed Capacity (N/A for Home Child Care Provider agencies)

52
 24
 28
 30

SERVICE DATA

Number of ineligible* RECEs
 Number of ineligible* Non-RECEs
 Number of ineligible* Supervisors
 Number of ineligible* Home Visitors
 *Hourly rate exceeds \$26.27

0.00
 0.00
 0.00
 0.00

EMPLOYEE / POSITION INFORMATION							WAGE ENHANCEMENT DETERMINATION					
	Position Description	New Position created during Jan 1 - Dec 31, 2015? (Y/N) (If Yes, provide an estimate for the number of hours that the position would work during the year in Column J)	Category	Base Hourly Wage (excluding year 1 wage enhancement)	# of Hours Worked (Jan 1- Dec 31, 2015)	% of Time in Eligible Position	Eligibility Status	Eligibility Rate per Hour (\$)	FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
1	School Age Teacher 1	NO	RECE	\$ 24.70	1,307.20	100%	Partial	\$ 1.57	0.75	\$ 2,052.30	\$ 359.15	\$ 2,411.46
2	School Age Teacher 2	NO	RECE	\$ 24.70	1,031.00	100%	Partial	\$ 1.57	0.59	\$ 1,618.67	\$ 283.27	\$ 1,901.94
3	Interim Replacement	NO	Non-RECE	\$ 19.64	158.00	100%	Full	\$ 2.00	0.09	\$ 316.00	\$ 55.30	\$ 371.30

SUMMARY			FTE	Salary Component	Statutory Benefit Component (17.5%)	Total Compensation
Fully Eligible Positions	RECE	-	\$	0.00	\$	0.00
	Non-RECE	0.09	\$	316.00	\$	55.30
	Supervisor	-	\$	0.00	\$	0.00
	SUB-TOTAL	0.09	\$	316.00	\$	55.30
Partially Eligible Positions	RECE	1.33	\$	3,670.97	\$	642.42
	Non-RECE	-	\$	0.00	\$	0.00
	Supervisor	-	\$	0.00	\$	0.00
	SUB-TOTAL	1.33	\$	3,670.97	\$	642.42
	TOTAL	1.42	\$	3,986.97	\$	697.72
SUPPLEMENTAL GRANT						\$ 213.41
GRAND TOTAL						\$ 4,898.11

CERTIFICATION

As a signing authority for this organization, I certify that the information included in this application is accurate and represents the positions that can be counted toward adult to child ratios under the Child Care and Early Years Act (CCEYA) as of December 31, 2015.

Name of Signing Authority: Laurie Witherspoon
 Title: Treasurer
 Date: 31-Mar-16

Please click and select:

YES

(To be completed by DSSAB only)

APPROVAL

The child care centre / agency is approved for the following:

# of FTE	Salary	Benefit	Supplemental Grant	Total
1.42	3986.97	697.72	213.41	4898.11

APPLICATION DEADLINE IS MARCH 31, 2016 - ANY APPLICATIONS RECEIVED AFTER THIS DATE WILL NOT BE ELIGIBLE FOR FUNDING IN 2016

MOBSTERS & DAMES

A LITTLE PARTY (AND FUNDRAISING) NEVER KILLED NOBODY!

Get ready to kick up your heels, knock back your drinks, and spend a clam or two in support of local health care.

Riverside Foundation for Health Care is excited to announce our Annual Fall Dinner **Mobsters and Dames** will be taking place **Saturday, September 24th at the Fort Frances Curling Club.**

"Mobsters and Dames" will transport guests back to the 1920's during the prohibition, when mobsters ruled the streets, and speakeasies were the bee's knees.

The evening will feature entertainment, a live and silent auction, a meal fit for mobsters, tasty "hooch", and of course all kinds of fun and exciting ways to donate to health care.

This significant event continues to grow, while selling out year after year. We would love to invite you to share in our success, while also giving back our community!

Sponsoring our event is a great way to gain exposure, and to promote your organization to residents and businesses of the Rainy River District.

Our committee is currently updating our sponsorship packages to better suit your needs. Sponsors can still expect to see platinum, gold, and silver packages. However, this year we hope to include a few more "exclusive" sponsorship opportunities.

We will be getting detailed packages out very shortly, and thank you for your patience. For now we would like to ask you to "save the date." If you are unable to sponsor this year we encourage you and your staff/co-workers to consider buying tickets to attend. It is sure to be an unforgettable evening, that you will not want to miss!

All proceed from this year's Gala will support a complete "refresh" to Rainycrest Long Term Care Home's Special Care Unit (SCU). The goal of this project is to make the SCU a homier place for residents to live. The project is expected to cost a minimum of \$30,000.

While complete plans are still underway, we know that the courtyard will be spruced up with landscaping while also addressing safety concerns. A new coat of paint along with wall hangings, murals and pictures will be specially selected and purchased. Comfortable chairs and couches will be brought in to meet Infection Control standards and the nooks at the Unit will be refreshed to provide quiet areas suitable for small games or reflection.

We thank you again for your time and consideration. We will be in touch shortly. For more information please do not hesitate to contact Samantha Manty, Foundation Director at 807-274-4803 or s.manty@rhcf.on.ca.

Sincerely,

Riverside Foundation Special Event Committee





Cindy Noble, Manager
Sister Kennedy Centre,
401 Nelson Street
Fort Frances Ontario,
P9A 1B3

July 22, 2016
Mayor Roy Avis and Council,
320 Portage Ave.
Fort Frances Ontario,
P9A 3P9

Dear Mayor Avis and Council,

The Sister Kennedy Centre is hosting a Seniors information and Active Living Fair on Tuesday October 4, 2016. You are cordially invited to bring greetings from the Town of Fort Frances to the members and guests of the Centre.

I have enclosed an agenda for the day's events. We anticipate approximately 75-100 people will attend the event.

Please advise me at 274-7656 by no later than Monday September 26, 2016 to confirm your participation in this very special day. I look forward to seeing you on October 4, 2016.

Sincerely,



This event hosted by Sister Kennedy Centre in partnership with the Older Adult Centres' Association of Ontario and sponsored by the Ontario Seniors' Secretariat.

Seniors Information and Active Living Fair
Sister Kennedy Centre
Fort Frances Ontario

Tuesday October 4, 2016

9:30am - 10:00am	Registration
9:30am - 10:00am	Trade Show
9:30am - 2:00pm	Blood Pressure Testing, Diabetic Testing
9:30am - 10:00 am	Refreshments
10:00am - 10:15am	Opening Remarks President MPP's Office Ontario Seniors' Secretariat Office
10:15am - 10:45am	OACAO, Who we are and what we can do for you! Sue Hesjedahi, Executive Director
10:45am - 11:30am	Ontario Tax Credits and Benefits and the new Ontario Estate Administration Tax - Jeremy Bertrand, Ministry of Finance
11:30am - 11:45am	Break
11:45am - 12:15pm	Aging Safely in the New Millennium- Elder Abuse Ontario
12:15pm - 1:15pm	Lunch and Club Networking
1:15pm - 1:45pm	Driving for Seniors- Lisa Thompson, Ministry of Transportation
1:45pm - 2:00pm	Closing Remarks, Questions, Evaluations collected, Remarks

AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



July 14, 2016

In This Issue

- Funding available to help celebrate Ontario's 150th anniversary.
- Provincial intercommunity transportation consultation.
- National Housing Strategy consultation.
- ROMA Conference Early Bird extended.
- The Next Generation of Human Services.
- Why do municipalities need to plan?
- Can you recognize what makes news and why?
- Circle December 2 on your calendars.
- Save up to 25% on personal home & auto insurance.
- Careers with Goderich and Warwick.

Provincial Matters

Three new grant programs will support municipalities to renovate, repair, and retrofit community and cultural infrastructure, create new partnerships to engage youth, and help communities celebrate the 150th anniversary of Confederation. See application details [here](#).

The Ontario Ministry of Transportation is [seeking input](#) to improve public transportation between communities, through intercommunity bus services. Municipalities are encouraged to access the Ministry's discussion paper and attend a consultation session on the dates provided.

Federal Matters

The federal government has launched a website to consult on a proposed National Housing Strategy. Visit [Let's Talk Housing](#) to complete the survey or submit a written statement before October 21, 2016. Should you wish to submit input to guide AMO's submission, please contact Michael Jacek, Senior Advisor, at mjacek@amo.on.ca.

AMO, LAS and ROMA Events

Due to popular request, the ROMA Conference registration early bird has been extended to August 12, 2016. Registration forms are available [online](#). Look for the program at a glance to be made available before the end of July. See you in Toronto January 29-31, 2017.

The Next Generation of Human Services will look at Basic Income Guarantee; Affordable Housing Innovation; Community Well-Being; Precarious Employment and more. Join AMO and OMSSA at the 2016 Human Services Symposium on September 22 at the Hilton Garden Inn Vaughan. [Register today](#), space is limited.

Why do municipalities need to plan? Why is land use planning important? What is zoning? AMO presents a new online self-directed course in Land Use Planning. [Log-in](#) to the AMO online portal today and become familiarized with the basics of land use planning!

Learn to recognize what makes news and why through AMO's Media Relations Training this Summer/Fall Season. This training will better prepare you and your municipality for the media spotlight, on good days and bad. [Find out more and register today](#).

Circle December 2 on your calendars, and get ready for the [2016 Ontario West Municipal Conference](#). Registration and details will be posted shortly.

LAS

LAS and Cowan Insurance partner to offer Ontario municipalities an exclusive personal home and auto insurance program for staff members and elected officials. Save up to 25% off regular rates. [Get your free quote today!](#)

Careers

[Director of Child Care - Town of Goderich](#). Location: Municipal Child Care Centre. Qualified applicants are invited to email their letter of application and resume in one PDF document by 4 p.m. Wednesday, August 24, 2016 to goderichinfo@goderich.ca.

[Treasurer / Deputy Administrator - Township of Warwick](#). Please submit your resume by 4:00 p.m., Friday, July 29, 2016 to: Fred Galloway, F.J. Galloway Associates Inc., 203-350 Oxford Street West, London, ON N6H 1TE. Email: fjgalloway@sympatico.ca.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)



AMO Watch File not displaying correctly? [View the online version](#) | [Send to a friend](#)
Add Communicate@amo.on.ca to your safe list



July 28, 2016

In This Issue

- PC and NDP delegations requests during AMO Conference.
- < 15 days to go til the AMO Conference.
- #ROMASpeaks news you can use.
- Do you know how to Cover Your Assets?
- It's a matter of risk.
- Reduce municipal group benefits costs with LAS.
- Careers with Chatham-Kent and Kapuskasing.

AMO, LAS and ROMA Events

The Ontario PC and Ontario NDP are accepting requests for delegations from municipal governments participating at the AMO Annual Conference. Here's how: Progressive Conservatives through ernie.hardeman@pc.olca.org and New Democratic Party through jbarrett@ndp.on.ca.

Less than 15 days to go until the AMO Conference. Have you booked your guest room? Travel to Windsor? Sent in your registration form? Signed up for a Study Tour? Booked a seat in the Tuesday Learning Lunches? Planned your Sunday? Checked out what you can do in Windsor Essex? Get it all checked off today using resources on the [AMO Conference page](#). See you in August!

#ROMASpeaks News You Can Use: Provincial Government confirms participation at the ROMA Conference with both delegations and the Ministers' Forum. Look for details on this, the program and guest room booking on our [website](#), and don't forget to register before the extended early bird deadline of August 12th. See you in January at the Sheraton Centre, Toronto, for ROMASpeaks.

AMO's e-Learning course Cover Your Assets is a key foundation level course for all municipal elected officials. CYA helps learners define and understand the importance of asset management and your role in it; discover how asset management will assist in achieving more sustainable communities and more. [Learn more and log in today!](#)

Whether you are a seasoned risk manager, or your municipality is starting to examine risk issues, there is something at the 2016 Risk Management Symposium for you. Join like minded delegates September 27 & 28 at Casino Rama for 1.5 days of learning. It's a matter of risk – [register today](#).

LAS

LAS and Mosey & Mosey partner to offer a municipal group benefits program for staff and elected officials. If your municipality does not have a group benefits plan or it is not through an aggregated consortium, you could be leaving money on the table. Contact LAS for a [free, no obligation quote](#) today.

Careers

[Assistant Chief, EMS and Emergency Management - Municipality of Chatham-Kent](#). Applications must be received by 4:30 p.m., July 28, 2016 and should be addressed to: Attn: Cathy J.E. Hoffman, MPA, CHRL, Chief Human Resource Officer, Municipality of Chatham-Kent. Fax: 519.436.3237; Email: CKresume@chatham-kent.ca.

[Chief Administrative Officer - Town of Kapuskasing](#). For more information please see [Town of Kapuskasing Careers](#). Please send your resume and cover letter by 4:30 p.m., August 19, 2016 to: Administration Office, Town of Kapuskasing, 88 Riverside Dr. P5N 1B3. Fax: 705.337.1741; Email:

general@kapuskasing.ca.

About AMO

AMO is a non-profit organization representing almost all of Ontario's 444 municipal governments. AMO supports strong and effective municipal government in Ontario and promotes the value of municipal government as a vital and essential component of Ontario's and Canada's political system. Follow [@AMOPolicy](#) on Twitter!

AMO Contacts

[AMO Watch File Team](#), Tel: 416.971.9856

[Conferences/Events](#)

[Policy and Funding Programs](#)

[LAS Local Authority Services](#)

[MEPCO Municipal Employer Pension Centre of Ontario](#)

[Media Inquiries](#), Tel: 416.729.5425

[Municipal Wire, Career/Employment and Council Resolution Distributions](#)

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.



Please consider the environment before printing this.

Association of Municipalities of Ontario
200 University Ave. Suite 801, Toronto ON Canada M5H 3C6
To unsubscribe, please [click here](#)





AMO Communications
<communicate@amo.on.ca>

07/12/2016 02:31 PM

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

cc

bcc

Subject AMO Members' Update - Infrastructure Canada - Phase 1
Infrastructure Funding Agreements

July 12, 2016

Infrastructure Canada - Phase 1 Infrastructure Funding Agreements Cross Country Status

This communication with members provides an update as we near the three-month mark since INFRA Canada issued details of Phase 1 funding for Public Transit and Clean Water and Waste Water. Discussions are underway in the remaining jurisdictions, including Ontario.

Recap of the Federal commitments based on [April letter](#) to the provinces and territories setting out agreement frameworks for:

- Federal Public Transit Fund – \$3.4 billion; allocation for Ontario is \$1.48 billion based on percentage share of national ridership; rehabilitation, optimization and modernization projects that improve transit systems.
- Federal Clean Water and Wastewater Fund - \$2 billion; allocation for Ontario is \$570 million; rehabilitation of water, wastewater and stormwater infrastructure, planning and design of future facilities and upgrades to existing systems.
- Both funding programs must be spent by March 31, 2018.

Canada has signed agreements with three provinces and one territory:

- June 16 – British Columbia – Transit
- June 20 - Yukon – Transit and Clean Water
- July 5 - Quebec – Transit and Clean Water
- July 8 - Newfoundland and Labrador – Transit and Clean Water.

Some observations of the already signed agreements:

- The Quebec agreement defines **project incrementality** as "federal funding under the Agreement that is added to the funding already planned by the Government of Quebec as part of its Infrastructure Plan, to allow Quebec to carry out more infrastructure projects or to accelerate those that it had already planned". This is helpful to Quebec, which like Ontario, has a significant multi-year municipal infrastructure funding program.
- Eligible project expenses are covered up to March 31, 2018, except the Yukon Clean Water Agreement which allows funding for an additional year, no doubt done to recognize the challenge of very short construction seasons.
- The federal Minister has the ability to accept projects that are three years in length and the federal budget allocated 25% of the funds in year three to accommodate this possibility.
- The agreements charge the provinces and territories with creating a list of projects for federal government review to ensure compliance with the agreements. Some agreements identify a list of initial municipal projects that meet the eligibility requirements and also provide a timeline for submitting additional project lists to the federal government so that all the funding is committed. (Unspent funding is to be transferred to the gas tax fund).
- No Provincial or Territorial Municipal Association is a signatory to the agreements, although some have been pre-consulted by their province.

Closer to home:

- We understand Federal-Ontario discussions are continuing.

- AMO has a meeting soon with Ontario's new Minister of Infrastructure, Hon. Bob Chiarelli to urge i) timely conclusion of the agreement so that municipal governments can submit eligible projects as soon as possible recognizing that projects must be completed by March 2018 and ii) early collaboration on Phase 2 design as input to the federal government.
- Municipal governments should be reviewing their asset management plans for projects that fit the eligibility criteria and that could be submitted to the Province for consideration.

AMO Contact: Craig Reid, Senior Advisor, E-mail: creid@amo.on.ca; Phone: 416.971.9856 ext. 334.

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

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of these email communications from AMO please click [here](#).





AMO Communications
<communicate@amo.on.ca>

07/26/2016 03:32 PM

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

cc

bcc

Subject AMO Policy Update - Infrastructure Canada - Phase 1
Infrastructure Funding Agreement - Updated Cross Country
Status

July 26, 2016

Infrastructure Canada – Phase 1 Infrastructure Funding Agreement – Updated Cross Country Status

This is another members' update as we near the four-month mark since Infrastructure Canada issued details of Phase 1 funding for Public Transit and Clean Water and Waste Water ([Phase 1 Infrastructure Funding Agreements Status - 12 July 2016 AMO Policy Update](#)). Discussions are underway in the remaining jurisdictions, including Ontario.

Canada has now signed agreements with four provinces and one territory:

- June 16 – British Columbia – Transit
- June 20 - Yukon – Transit and Clean Water
- July 5 - Quebec – Transit and Clean Water
- July 8 - Newfoundland and Labrador – Transit and Clean Water
- July 25- Manitoba- Transit and Clean Water.

The Manitoba Transit and Clean Water Agreements include the following elements:

- funding allocation is **50-25-25** with the federal government providing the 50%
- the funding will be provided through the Public Transit Infrastructure Fund and the Clean Water and Wastewater Fund, both of which will be managed through agreements between the Governments of Canada and Manitoba
- the federal government has made its funding retroactive to April 1, 2016, so projects can proceed without delay to ensure a productive construction season.

We know that Ontario municipal governments are anxious about the timely conclusion of Phase 1 discussions for our province before the 2016 construction session closes. AMO continues to make our members' concerns well known to the federal and provincial governments. The AMO President, Gary McNamara, did have a meeting with the new Ontario Infrastructure Minister, the Honourable Bob Chiarelli, last week and this was the major topic of conversation. The need for municipal multi-year infrastructure plans to be recognized, as per the Quebec Agreement, will be key for successful Phase 1 implementation in Ontario.

As we await the Ontario agreement with Infrastructure Canada, we again encourage municipal governments to be reviewing their asset management plans for transit and clean water projects that fit the eligibility criteria and that could be submitted to the Province immediately.

AMO Contact: Craig Reid, Senior Advisor, E-mail: creid@amo.on.ca, 416.971.9856 ext. 334.

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

efficiency in the management of our various broadcast lists.

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of these email communications from AMO please click [here](#).





AMO Communications
<communicate@amo.on.ca>

07/19/2016 05:39 PM

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

cc

bcc

Subject 2015 AMO Annual Report Available Online

Attention: Members of AMO

On behalf of the AMO Board of Directors and Trevor Wilcox, AMO Secretary-Treasurer and General Manager, Corporate Performance
 County of Simcoe, AMO is pleased to provide the Association's 2015 Annual Report.

The Report includes messages from Gary McNamara, AMO President and Mayor, Town of Tecumseh, the Secretary-Treasurer, the Executive Director's Report, along with information on the activities of the Association in 2015 and the audited financial statements.

The 2015 AMO Annual Report can be downloaded from <http://www.amo.on.ca/YourAssociation/AnnualReports>

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of these email communications from AMO please [Click Here](#).



2016 Risk Management Symposium

September 27 & 28, 2016
CasinoRama, Rama

Presented by:



In its fourth year, the LAS/Frank Cowan Company Risk Management Symposium builds leadership and awareness for municipalities on better managing risk and controlling the cost of risk. Whether you are a seasoned risk manager, or your municipality is starting to examine risk issues, there is something at this event for you.

With multiple networking opportunities, this is a unique opportunity for you to discuss the current state of risk management, plan for the future, and learn how as a sector we can better mitigate risk over time.

Who Should Attend

The Symposium is targeted to those who wish to have a better understanding of municipal risk:

- Municipal Risk Managers
- Administrators and CAOs
- Elected Officials
- Managers from the broader public sector.

Registration Options

Three registration options are available:

- Day One: September 27 Workshops Only: \$150 plus HST
- Day Two: September 28 Sessions Only: \$250 plus HST
- Full Symposium: \$350 plus HST

Check which one best suits your learning objectives on page two and register today!

Guestroom Bookings

To book a hotel room at CasinoRama please contact them directly at (705) 329-3325 or 1 (800) 832-7529 please quote group code ASSI16A to receive the group rate of \$179.00 plus applicable taxes for a deluxe suite.

Reservation cut off is Sunday, August 28, 2016.
Reservations made after that date may not receive the group rate.

Program at a Glance

Day One: September 27, 2016 (1:00 pm start)

Choice of one of two intensive half-day workshops:

1. Municipal Complaints Handling in the Bill 8 World

Bill 8 (public sector and MPP accountability) has impacted the municipal sector from a risk management perspective. This interactive session will provide an overview of why it is important to ensure that your organization is listening to, and acting upon, resident concerns, and using proper documentation processes to support municipal actions in the event of an Ombudsman investigation.

2. The Walkable Community - the Risks of Your Urban and Rural Public Spaces

A walkable community is the desire of every municipality, due in large part to the positive effect it has for the community along with obvious public health benefits. Across Canada, municipalities are working to enhance their urban and rural environments to make their communities desirable places to live and do business. There is however, significant municipal risk related to both urban and rural trails and pathways, cycling routes, and other means of active transportation. This workshop session will help municipalities examine the risks associated with the 'walkable community' and will offer examples and suggestions of how to address these risks.

Don't forget to stay for the Frank Cowan Networking Reception right after the workshops.

Program at a Glance Continued

September 27 & 28, 2016
CasinoRama, Rama

Day Two: September 28, 2016 (8:00 am start)

1. Climate Change and the Impact on Municipal Risk

What is the impact of changing weather patterns and climate change for municipalities? 'Once in a lifetime' occurrences are no longer, once in a lifetime. Floods, droughts, global warming, are real concerns, and municipalities need to consider the 'storm clouds on the horizon' to understand how a changing climate can affect your overall municipal risk management.

2. The Risk of Rails - the Municipality as a First Responder

Rail safety, and the role of the municipality as a first responder is a timely issue being considered by many. This session will examine why you need to understand the risk of rail transportation to ensure overall municipal risk management, and will also look at how risk management can help you to be prepared for any incident that may confront your community. The risk of not being prepared will also be discussed, as will a CN first responder tool available to all municipal first responders to help you quickly understand and address any rail incident in your community.

3. Roads: Have You Thought of ALL the Risks?

As far back as 1915, the Courts have recognized that the municipality is not the insurer of its road system. However the municipality continues to have a duty of care to ensure that its road system is maintained in a proper state of repair for every user. This session will examine how this duty of care goes beyond road surface maintenance, and includes road design, municipal boundary roads, boulevards, and seasonal road maintenance. The importance of the Ontario Traffic Manual, Boundary Road Agreements, and maintenance as it relates to your overall municipal risk management will be addressed.

4. The Risk of Play: Built vs Natural Play Spaces

Park designers are moving away from the typical "built" urban playground, and toward "natural" playground spaces. There are few standards in place for these new play spaces, so the questions remains - how do you manage the risks? An expert speaker will review 'good' and 'bad' natural place spaces and provide suggestions about this burgeoning area of municipal risk, and why a municipal assessment process is so important.

5. Lights. Camera. Contracts.

With the low Canadian dollar, production companies are heading to Ontario to produce films, shows, and live entertainment. Each company will offer a standard production contract to your municipality, but do you know what you are signing? There are risks that you need to be aware of. This session will address key areas of risk related to liability, health & safety, clearances, and other risk areas. Claims examples will also be reviewed.

6. The Significance of Certificates of Insurance

In this day and age, many contracts request a Certificate of Insurance, yet many people do not understand the significance of this document. This session will answer the following:

1. Why do municipalities need to ask for one?
2. How long do we need to keep it?
3. When do we have to ask for a replacement?
4. What information is important within this document?

For further details on the Symposium visit the LAS website at



2016 Risk Management Symposium Registration Form

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

First Name

Last Name

Title

Municipality

Full Mailing Address

E-mail Address

Phone Number

Fax Number

REGISTRATION OPTIONS

☐ Day One: September 27 Workshops Only \$150 plus HST (\$169.50)

☐ Day Two: September 28 Sessions Only \$250 plus HST (\$282.50)

☐ Full Symposium \$350 plus HST (\$395.50)

CANCELLATION POLICY

Cancellations must be made in writing to events@amo.on.ca no later than August 19, 2016. Cancellations will be refunded less an administration fee of \$75.00 plus HST (\$84.75)

Full Symposium and Day One attendees please select which workshop you wish to attend:

☐ Municipal Complaints Handling in the Bill 8 World

☐ The Walkable Community - the Risks of Your Urban and Rural Public Spaces

PAYMENT

☐ Please invoice

☐ Cheque enclosed

Payable to:
Local Authority Services (LAS)
200 University Avenue, Suite 801
Toronto, ON., M5H 3C6

AMOUNT TO BE REMITTED: _____

Please include HST in above amount

☐ VISA

☐ MasterCard

Card #

Expiry Date

Name on Card

Signature

HST 133946921

By completing this registration form you are providing Local Authority Services (LAS) with consent to send information on all activities related to current and future Risk Management Events. If you wish to no longer receive information from LAS on this program please contact events@amo.on.ca to unsubscribe.

200 University Avenue, Suite 801, Toronto, Ontario M5H 3C6
T: 416.971.9856 F: 416.971.9372 E: events@amo.on.ca

INVESTMENT BASICS AND BEYOND WORKSHOPS



LONDON - OWEN SOUND - SUDBURY - KINGSTON - PETERBOROUGH

Get more from your investments!

Municipal staff require a sound understanding of existing investment rules, reporting responsibilities, and current market conditions to make informed decisions about the investment of funds over any time horizon.

Given the current low interest rate environment, and ever-growing municipal infrastructure challenges, investments have never played a more important role for municipalities looking to relieve pressure on the ratepayer and make the most of every tax dollar.

LAS and MFOA are pleased to offer five one-day seminars across the province, with updated content to help you develop your understanding of this important topic.

Who Should Attend?

The sessions will be of interest to individuals from municipalities, municipal boards, and organizations across the broader public sector including:

- Treasurers, or those responsible for investments
- Those new to municipal finance
- Administrators
- Elected officials

Each session will include:

- Review and commentary of the Municipal Act investment regulation
- Overview of investment options available to the sector
- Investment risk management principles
- Investments and their link to your evolving asset management plan
- Strategies for cash-flow forecasting
- Discussion of current municipal finance issues
- Economic update from an industry expert
- Overview of the One Investment Program

Sessions are 9:00am - 2:30pm

Registration & coffee/tea at 8:45am

Lunch will be provided

Register Today! \$225 + HST

2016 LAS/MFOA Investment Basics & Beyond Workshop

Registration Form

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

Please fax registration form to **416-971-9372** or email registration to events@amo.on.ca

First Name

Last Name

Title

Municipality/Organization

Address

Email

Phone

Please select your preferred location (*all session run 9:00AM to 2:30PM with lunch included*)

September 9 - London: County of Middlesex Building (399 Ridout St North, London)

September 30 - Owen Sound: Best Western Inn On The Bay (1800 2nd Ave East, Owen Sound)

October 6 - Sudbury: Radisson Hotel (85 Ste. Anne Rd, Sudbury)

October 13 - Kingston: Invista Centre (1350 Gardiners Rd, Kingston)

October 27 - Peterborough: Comfort Inn & Suites (1209 Lansdowne St West, Peterborough)

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

Session Cost: \$225 plus HST = \$254.25 FINAL COST

Cheque enclosed or

Credit Card

Visa

MasterCard

Payable to:

Local Authority Services (LAS)
200 University Avenue – Suite 801
Toronto, ON M5H 3C6

SUBMIT FORM

HST #: 133946921 RT 0001

Card #

Expiry Date

Name on Card

Signature

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



Township of South Stormont
 P.O. Box 84, 2 Mille Roches Road
 Long Sault ON K0C 1P0
 Tel: 613-534-8889
 Fax: 613-534-2280
 Email: info@southstormont.ca



July 21, 2016

Premier Kathleen Wynne
 Legislative Building
 Queen's Park
 Toronto ON M7A 1A1

Re: Rural Economic Development Program (RED) – Suspension

Please find enclosed a copy of Resolution No. 224/2016 in support of the Municipality of South Dundas and City of Kenora requesting reconsideration with regards to the suspension and integration of the Rural Economic Development Program into the Jobs and Prosperity Fund. This will prevent the ability of rural municipalities to access funding for capacity building community economic development projects.

Your favourable response in this matter would be greatly appreciated.

Kind regards,

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

Loriann Harbers, CMO
 Director of Corporate Services/Clerk

c.c. MPP Jim McDonnell
 Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs
 Ontario East Economic Development Commission
 Eastern Ontario Warden's Caucus
 Association of Municipalities of Ontario
 All Municipalities in Ontario
 Council

TOWNSHIP OF SOUTH STORMONT

RESOLUTION

MOVED BY R. F. Waldroff RESOLUTION NO 224/2016
 SECONDED BY Donna Primeau DATE July 20, 2016

That Council of the Township of South Stormont endorses the resolutions passed by the Municipality of South Dundas and the City of Kenora concerning the integration of the Rural Economic Development program into the Jobs and Prosperity Fund, thereby preventing rural municipalities access to funding for capacity building and community economic development projects.

☒ CARRIED

☐ DEFEATED

☐ DEFERRED



 Chairperson

Recorded Vote:

Councillor Primeau	_____
Councillor Smith	_____
Councillor Waldroff	_____
Deputy Mayor Hart	_____
Mayor Bancroft	_____

Chief Administrative
Officer/Clerk



AGENDA ITEM #9.4
RA9 INTERNATIONAL DRIVE
PEMBROKE, ON, CANADA
K8A 6W5
613-735-7288
FAX: 613-735-2081
www.countyofrenfrew.on.ca

July 19, 2016

Premier Kathleen Wynne
Legislative Building
Queen's Park
Toronto ON M7A 1A1

Re: Rural Economic Development Program (RED) – Suspension

Dear Premier Wynne:

At a session of the Council of the Corporation of the County of Renfrew on June 29, 2016 the following resolution was passed,

“Resolution No. DP-CC-16-06-43

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;

AND WHEREAS 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 to “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 the Jobs and Prosperity Fund is not specifically designated for rural areas, that funds from this program will likely favour more urban areas of the Province;

NOW THEREFORE BE IT RESOLVED THAT the Council of the County of Renfrew is requesting the Government 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 integral funding program of the Province that will support capacity building and foster economic growth in rural municipalities in Ontario;

AND BE IT FURTHER RESOLVED THAT a copy of this resolution be circulated to the Premier of Ontario, the Minister of Agriculture, Food and Rural Affairs, MPP John Yakabuski, Renfrew-Nipissing-Pembroke, Ontario East Economic Development Commission, Eastern Ontario Wardens' Caucus, Association of Municipalities of Ontario and all municipal and regional councils in Ontario."

Your favourable response to this matter is greatly appreciated.

Respectfully submitted,



W. James Hutton

Chief Administrative Officer/Clerk

jhutton@countyofrenfrew.on.ca

- c. MPP John Yakabuski, Renfrew-Nipissing-Pembroke
Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs
Ontario East Economic Development Commission
Eastern Ontario Wardens' Caucus
Association of Municipalities of Ontario
All Municipal and Regional Councils of Ontario

CITY OF QUINTE WEST

*Office of the Mayor
Jim Harrison*



**P.O. Box 490
Trenton, Ontario, K8V 5R6**

**TEL: (613) 392-2841
FAX: (613) 392-5608**

July 14, 2016

The Honourable Bardish Chagger MP
Minister
Department of Small Business and Tourism
CD Howe Building
235 Queen Street
Ottawa, ON K1A 0H5

Dear Minister Chagger:

RE: Taxation – Impact on Campgrounds

Please be advised that Council for the City of Quinte West, at its meeting on July 11, 2016 passed the following resolution;

Whereas the Canada Revenue Agency (CRA) has decided that some campgrounds are too small to qualify for the small business tax deduction;

And Whereas campgrounds in Ontario have begun receiving calls and letters from CRA warning them of reassessments in part because they are deemed not to qualify for the small business tax deduction since they employ fewer than five people;

And Whereas the camping community provides a source of employment of 15,000 jobs across Ontario and supports economic activity by contributing \$1 billion to Ontario's economy and generating \$294 million in tax revenues;

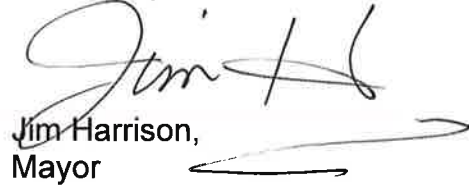
And Whereas Camping In Ontario, which represents 440 privately-owned campgrounds in Ontario, is working with the Canadian Federation of Independent Business to push the Department of Small Business and Tourism, Finance Canada and the Canada Revenue Agency to implement changes that ensure campgrounds are recognized as small businesses and pay the same taxes as other small businesses;

Now Therefore Be It Resolved that the City of Quinte West recognizes the benefit and values all campgrounds throughout Ontario and in Canada and supports Camping In Ontario's initiative that changes be implemented to ensure campgrounds are recognized as small businesses and pay the same taxes as other small businesses;

And further that a copy of this resolution be forwarded to the Minister of Small Business and Tourism, the local Member of Parliament and all Ontario municipalities for their support. **Carried**

The City appreciates your consideration in this matter.

Yours truly,



Jim Harrison,
Mayor

cc: Neil R. Ellis, MP Bay of Quinte
All Ontario Municipalities



Resolution
Perth County Council - Regular Meeting
 July 7, 2016

Moved by: Councillor Behrns

Seconded by: Councillor Wilhelm

WHEREAS, the Ontario Provincial Government recently released a five-year Climate Change Action Plan for 2016-2020 which includes a strategy for reducing greenhouse gases and moving to a low-carbon economy;

AND WHEREAS, the Ministry of Energy has identified the need for a balanced mix of clean energy sources, including natural gas, to meet the demand for electricity;

AND WHEREAS the Premier has acknowledged by her remarks at the 2015 OGRA/ROMA conference that "limited access to natural gas is acting as a barrier to growth in too many rural municipalities";

AND WHEREAS, the identified actions in the province's Climate Change Action Plan include a "cap" to limit emissions from natural gas distribution;

AND WHEREAS, Southwestern Ontario is one of Ontario and Canada's most productive agricultural regions;

AND WHEREAS, the production of affordable food from rural Ontario benefits all Ontarians;

AND WHEREAS, access to reliable, affordable energy, including natural gas, is vital for the Ontario agri-food sector and rural communities;

AND WHEREAS, the availability of natural gas is recognized in Ontario as a key component to economic development growth and retention;

AND WHEREAS, municipal governments adopt policies to support the protection, preservation, enhancement and improvement of the natural environment;

NOW, THEREFORE, BE IT RESOLVED THAT the County of Perth requests:

1. THAT the Ontario government commit to consultations with rural Ontario municipalities, residents, and businesses regarding the design and implementation of the government's Climate Change Action Plan; and



Resolution
Perth County Council - Regular Meeting
July 7, 2016

2. THAT the Premier remain committed to a provincial government that puts a rural lens on its decision-making, and ensure the expansion of natural gas to rural municipalities within the Climate Change Action Plan; and
3. THAT the Ontario government outline in detail how it will financially assist rural Ontario municipalities, residents, and businesses in order to transition to meet provincial targets for reducing greenhouse gases;
4. AND THAT this resolution be provided to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Glen Murray, Minister of Environment and Climate Change, the Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs, the Honourable Glenn Thibeault, Minister of Energy, Mr. Randy Pettapiece, MPP Perth-Wellington, the Association of Municipalities of Ontario, the Rural Ontario Municipalities Association, the Western Ontario Warden's Caucus and all Ontario municipalities.

I, JILLENE BELLCHAMBER-GLAZIER, CLERK
OF THE CORPORATION OF THE COUNTY
OF PERTH, HEREBY CERTIFY
THIS TO BE A TRUE COPY OF THE ORIGINAL

SIGNATURE

DATE



ROMA hosted its first rural municipal conference in 1934 and they were an important tradition for more than 65 years. By reviving this tradition, we believe rural priorities can be better aligned, better understood, and better addressed. This high-impact conference is geared to meet your interests as expressed in the 2016 Rural and Small Communities Focus Session.

This just in...

The Ontario Provincial Government confirms participation at ROMASpeaks

Through delegations and the Ministers' Forum the Provincial Government has confirmed it will be participating in ROMASpeaks.

What this means?

- Once available the delegations request form will be posted to the ROMASpeaks page.
- The Ministers' Forum on Monday, January 30th will be your opportunity to ask questions and set the stage for dialogue for the year ahead.

On the Program...

MicroSessions

ROMA heard the feedback and the need for educational sessions is being addressed at the Conference. This 45-minute microsessions will be intense learning opportunities on specific topics relatable to all of Rural Ontario. A full program at a glance will be available before the end of July, with details on all the topics being worked on. Popular topics will be repeated (marked with an asterix*) and include:

- The Future of Food in Ontario
- Sustainable Healthcare in Rural Communities*
- From CCAC's to LHIN's: Impacts and Opportunities of the Change*
- Aggregates in Your Community
- Changes in the *Municipal Election Act**
- Who Does What? Ombudsman vs Integrity Commissioners*
- The Impacts of the *Waste Diversion Act**
- Rural Tourism: Building Your Brand*
- Rail Safety
- Forestry*
- Ward vs Elected at Large - Defining What Will Work for You
- The Silent Downloads: The Increasing Cost of Social Services Delivered Through DSSABs
- Civic Engagement for the Under 18s
- Closing the Legislative Gap
- Assets Management Plans
- How Court Decisions Affect Your Council*
- Blue Box Transition: What Rural Leaders Need to Know
- Building Healthy Communities
- Making Great Lakes Great Again
- Climate Change and Your Community

90 minute in-depth sessions include:

- Community Hubs
- Future Impact of Energy in Rural Ontario
- Broadband Technology
- Farm and Managed Forest Losses

2017 ROMA AGM and Annual Conference

Sheraton Centre Toronto Hotel | January 29 - 31, 2017

Registration Form

Name: _____

Title: _____

Organization: _____

Address: _____

City, Province, Postal Code: _____

Phone: _____ E-mail: _____

Registration Fees

Please check registration type below.		Early Bird Rate (until August 12, 2016)		Regular Rate (until January 28, 2017)		On Site Rate (January 29 - 31, 2017)	
		Member	Non Member	Member	Non Member	Member	Non Member
<input type="checkbox"/>	Full Registration	\$ 550	\$600	\$600	\$650	\$ 650	\$ 700
<input type="checkbox"/>	One Day - Monday	\$350	\$400	\$400	\$450	\$ 450	\$ 500
<input type="checkbox"/>	Half Day - Tuesday	\$200	\$250	\$250	\$300	\$ 300	\$ 350

Payment:

Completed forms with payment can be sent to ROMA via fax at 416.971.9372 or emailed to events@amo.on.ca or mailed to ROMA, 200 University Avenue, Suite 801, Toronto, ON, M5H 3C6

Please remit:

Registration Fee	\$
HST (13%)	\$
TOTAL TO BE REMITTED	\$

☐ Invoice Me (option only available to Member municipalities)

☐ Cheque made out to Rural Ontario Municipal Association

☐ MasterCard ☐ Visa

Credit Card # _____

Expiry Date _____

Signature _____

Name on Card _____

Things to Know:

- Rates listed do not include HST. Please ensure to include HST when submitting your payment.
- Confirmation will be sent after each registration, modifications or cancellation. Review your confirmation carefully for accuracy.
- All cancellations must be submitted in writing to ROMA via e-mail at events@amo.on.ca. Cancellations received prior to 4:30 pm ET, October 31, 2016 will be eligible for a refund less \$95.00 (plus HST) administration fee. Cancellations made after 4:30 pm are non-refundable. An alternate attendee name may be substituted at any time.

Additional Needs

Please list any dietary, accessibility or other needs:



Independent Electricity System Operator

1600-120 Adelaide Street West
Toronto, ON M5H 1T1
t 416.967.7474
www.ieso.ca

July 28, 2016

Elizabeth Slomke, Town Clerk
Town of Fort Frances
320 Portage Avenue
Fort Frances, Ontario P9A 3P9

Dear Ms. Slomke:

Re: Release of 20-year Electricity Plan for the West of Thunder Bay Area

We are pleased to provide the Town of Fort Frances with the West of Thunder Bay Integrated Regional Resource Plan (IRRP). This 20-year electricity plan identifies the electricity needs of the area and is designed to plan for growth to ensure that electricity is reliable and available as needed. The plan has been developed by a Working Group consisting of Atikokan Hydro, Fort Frances Power Corporation, Kenora Hydro Electric Corporation, Sioux Lookout Hydro, Hydro One Networks Inc. and the Independent Electricity System Operator (IESO). To view the West of Thunder Bay IRRP, please visit <http://www.ieso.ca/Pages/Ontario%27s-Power-System/Regional-Planning/Northwest-Ontario/West-of-Thunder-Bay.aspx>.

IRRP's are undertaken in the context of the province's Long-Term Energy Plan, as well as provincial and distribution-level planning. They take an integrated approach to finding the best ways to address electricity needs, including existing resources, conservation, generation, wires and other innovative solutions. The plan sets out actions to address near-term electricity needs as well as options to address medium- and long-term needs. The development of IRRP's is mandated by the Ontario Energy Board, and IRRP's are updated every five years or sooner if required. The West of Thunder Bay IRRP will be updated as needed to reflect changes to the electricity needs of the Region and based on feedback from the community.

Under the IRRP process, local distributors and transmitters as well as municipalities, Indigenous communities, stakeholders and members of the general public are increasingly involved in developing integrated energy planning solutions for maintaining a reliable supply of electricity. Below are the activities that have and will continue to be undertaken to facilitate a regional electricity planning dialogue with the community.

Municipal Presentation

We ask that you share this letter and the IRRP link with the Mayor and Council members, as well as staff involved in planning, energy planning, sustainability and economic development within your municipality. We are available to present the IRRP to Council and/or meet with staff to answer any questions. Please email ontarioregionalplanning@ieso.ca to schedule a presentation or meeting, or to ask any questions about the plan.

Local Advisory Committees

Two Local Advisory Committees (LACs) were established for the West of Thunder Bay IRRP – one general LAC and one First Nations LAC - to provide advice and recommendations on the development of the plan's options. The general LAC includes municipal and community representatives from across the area, and met twice during the development of the IRRP. A third LAC meeting will be held in the fall to review the plan and determine the next steps for the LAC as we move forward.

All general LAC meetings are open to the public and all materials are posted publically on the dedicated engagement web page. To view the web page and the discussions that have taken place at the LAC meetings, please visit <http://www.ieso.ca/Pages/Participate/Regional-Planning/Northwest-Ontario/West-of-Thunder-Bay.aspx>. On this page, you will note that there is a “subscribe to receive updates” feature where interested parties can opt to receive email updates related to activities in this area, including LAC meetings and the posting of the plan. This page also includes a link to information about the regional planning process.

We are pleased to share the plan with you and look forward to planning for your future electricity needs together.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Lyle', with a stylized flourish underneath.

Michael Lyle
Vice President, Planning, Law, and Aboriginal Relations

TOWN OF FORT FRANCES

MINUTES

May 9, 2016

The meeting of the Rainy Lake Market Square Advisory Committee of the Town of Fort Frances was held in the Civic Centre - Council Chambers on May 9, 2016 from 12:00 p.m. to 1:58 p.m.

PRESENT: Scott Krinke-Turvey, Ken Perry, Mark Caron, Dan Cousineau, Charleen Mallory, June Caul, Pat Cornell, Tannis Drysdale, Jenny Greenhalgh, Roy Avis

ALSO PRESENT: Travis Rob, Mark McCaig, Nathalie Donaldson, Richard Boileau, David Bodnarchuk, Sherry George

1. **Call to Order** - 12:12pm
2. **Disclosure of pecuniary interest and the general nature thereof**
- None
3. **Approval of Previous Committee Minutes**
Approval of the minutes of the May 4, 2016 meeting
 - 3.1 Approval of the minutes of the May 4, 2016 meeting
- Approved as Circulated
4. **New Business**
- None
5. **Outstanding Items**
 - 5.1 Review and comment on the preliminary design provided by SMM at the April 28, 2016 meeting - David Bodnarchuk, Architect to be in attendance to speak to this item
- A lengthy discussion was held with Mr. Bodnarchuk regarding the design and comments provided by the committee at the last meeting. The comments were discussed individually and addressed by SMM. Where alterations to the design were proposed, the changes were noted and were to be reviewed by SMM back in their office.

The Committee requested a recorded vote with results as follows
Yea: Caul, Avis, Mallory, Cousineau, Caron, Cornell, Drysdale
Nay: Perry, Krinke-Turvey, Greenhalgh
Absent: McTaggart, Gillon, Moes

Cousineau - Mallory THAT the rainy Lake Market Square Advisory Committee

recommends that the design for the Market Square as presented by Scatliff Miller Murray (SMM) and described by Mr. David Bodnarchuk on May 9, 2016 be formally adopted by Mayor and Council of the Town of Fort Frances.

CARRIED

6. Information

- None

7. Adjourn / Next Meeting Date - 1:58pm

Advisory Committee Chair

T. Rob, Chief Building Official

TOWN OF FORT FRANCES

MINUTES

April 28, 2016

The meeting of the Rainy Lake Market Square Advisory Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on April 28, 2016 from 12:00 p.m. to 1:29 p.m.

PRESENT: Dan Cousineau, Jenny Greenhalgh, Kim Cornell, Charleen Mallory, Geoff Gillon, Scott Krinke-Turvey, John McTaggart, Chair, Mark Caron, Roy Avis, Mayor

ALSO PRESENT: Mark McCaig, Sherry George, Nathalie Donaldson, Travis Rob

1. Call to Order

2. Disclosure of pecuniary interest and the general nature thereof

3. Approval of Previous Committee Minutes

3.1 Approval of the Minutes of the March 23, 2016 Meeting

Cousineau-Caron THAT the minutes of the March 23, 2016 meeting be approved as amended

CARRIED

4. New Business

4.1 Presentation by SMM of the Preliminary Design

- Items to be distributed at the meeting
- The preliminary design was presented by SMM including the design process and conceptual sketches. The Committee had the opportunity to ask the designers questions to clarify the design further discussed the design after the completion of the conference call. A brief discussion was held on the upcoming public consultation event location and date.

5. Outstanding Items

6. Information

7. Adjourn / Next Meeting Date - 1:29pm

May 4, 2016 at 12:00noon in the Committee Room of the Civic Centre

Advisory Committee Chair

T. Rob, Chief Building Official

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

TOWN OF FORT FRANCESMINUTESSESSION NO. #13July 4, 2016

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the Civic Centre - Committee Room on July 4, 2016 from 8:00 a.m. to 8:27 a.m.

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

ALSO PRESENT: L. Slomke, Clerk, P. Briere, A. Byrnes, By-Law Enforcement, D. Brown, CAO, T. Rob, Secretary

1. **Call to Order** - 8:00 am
Session #13
2. **Disclosure of pecuniary interest and the general nature thereof**
- None
3. **Approval of Previous Committee Minutes**
 - 3.1 Approval of the June 20, 2016 meeting minutes
- 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**
- None
7. **New Business**
- None
8. **Outstanding Items**
 - 8.1 P. Briere - Business License By-Law Rewrite Status Update
- The recommendation of the Planning and Development Executive Committee is to accept the update on the business by-law re-write.

- 8.2 Letter Dated May 24, 2016 from C. Armstrong - Change to prohibited animals by-law
- The recommendation of the Planning and Development Executive Committee is to amend the prohibited animals by-law to include roosters as a prohibited animal, add provisions for proper manure storage and proper coops.

9. Information

- None

10. Non-agenda Items

- None

11. Adjourn / Next Meeting Date - 8:27am

- August 2, 2016

Executive Committee Chair

T. Rob, Chief Building Official

TOWN OF FORT FRANCESMINUTESSESSION NO. #34Tuesday, July 5, 2016

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room on Tuesday, July 5, 2016 at 12:00 p.m.

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

ALSO PRESENT: Doug Brown, CAO, Lisa Slomke, Clerk, Dawn Galusha, Deputy Treasurer, Laurie Witherspoon, Treasurer and Guest Rick Wiedenhoeft, Multi-Use/Tennis Court Committee

REGRETS: None

1. **Call to Order**
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**
 - 3.1 Councillor Wendy Brunetta declared a conflict of interest on Agenda Item 7.4 Councillor W. Brunetta NOMA Executive Committee Meeting Per Diem as those were her expenses.
 - 3.2 Councillor Ken Perry declared conflict of interest on Agenda Item 7.3 Councillor K. Perry NOMA Executive Committee Meeting Per Diem as those were his expenses.
4. **Approval of Previous Committee Minutes**
 - 4.1 The Committee considered the following resolution:
Ryan/Brunetta: That the minutes of the previous meeting held on Tuesday, June 21, 2016 be approved as presented. CARRIED
5. **In-Camera**
6. **Items Referred from Council**
 - 6.1 Rural Ontario Municipal Association (ROMA) 2017 AGM and Annual Conference - The Committee recommended to approve the Mayor, CAO and one Councillor to attend both the ROMA Conference and the OGRA Conference for 2017 only and then evaluate

the value of each conference to determine what conference is the most effective conference to attend in 2018 and subsequent years.

- 6.2 Multi-Use/Tennis Court Committee Financial Request - The Committee recommended to deny further capital financial funds to cover the projected funding shortfall amount of \$57,994 as requested by the Multi-Use/Tennis Court Committee. It is recommended that the Multi-Use/Tennis Court Committee explore all options to reduce the overall project costs, to defer lighting or a portion of lighting to another year and to continue fundraising to reduce the project funding shortfall.
- 6.3 Watten Volunteer Fire Department Request - The Committee recommended to approve the Watten Volunteer Fire Department donation request in the amount of \$300.00.

7. New Business

- 7.1 Development of Revised Boards and Committees By-Law (Strategic Plan Initiative #36) - The Clerk updated the Committee on progress to date.
- 7.2 M. McCaig Purchase Card Expense Claim - The Committee recommended to approve the Schedule "D" Entertainment Expense & purchase card expense for Mark McCaig, CAO in the amount of \$270.53 as detailed in the report.
- 7.3 Councillor K. Perry NOMA Executive Meeting Per Diem - The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor Ken Perry for his attendance at a NOMA Executive meeting held in Thunder Bay on June 22, 2016.
- 7.4 Councillor W. Brunetta NOMA Executive Committee Meeting Per Diem - The Committee recommended to approve the per diem claim in the amount of \$150.00 as submitted by Councillor Wendy Brunetta for her attendance at a NOMA Executive meeting held in Thunder Bay on June 22, 2016.
- 7.5 R.F.P. No. 16-AD-01 Supply, Integration and Implementation of a Consolidated Municipal Financial System - The Committee recommended to approve the proposal received from Diamond Software Inc. to supply and implement Diamond's comprehensive suite of municipal financial modules for 15 concurrent users in the amount of \$98,742.00 plus HST and to authorize the purchase of the recommended Microsoft SQL Server for the new municipal financial software system.

8. Non-agenda Items

9. Outstanding Items

- 9.1 Couchiching First Nations Water & Sewer Agreement

9.2 Elected Officials Remuneration By-Law No. 02/10-C (Fall)

10. Information

11. Adjourn / Next Meeting Date

11.1 Next Meeting Date: August 2, 2016

Executive Committee Chair

D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #013July 6, 2016

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Civic Centre on July 6, 2016 from 8:30 a.m. to 9:15 a.m.

PRESENT: Paul Ryan, Chairperson, Doug Kitowski, June Caul, Doug Brown, CAO and Travis Rob.

ALSO PRESENT: Mayor Roy Avis

1. Call to Order

The meeting was called to order at 8:35 a.m.

2. Disclosure of pecuniary interest and the general nature thereof

Roy Avis declared a conflict on item 6.1 - Tender 16-OF-12 - Supply of 3/4 Ton Truck c/w 8 Foot Snowplow

3. Approval of Previous Committee Minutes

3.1 Minutes from the meeting of this committee on June 22, 2016 - the minutes were approved as circulated.

4. Non-agenda Items

None.

5. Items Referred from Council

5.1 Laneway Grading and Draining Issues - 1234 First Street East - the administration report was reviewed and will be forwarded to Council for approval.

6. New Business

6.1 Tender 16-OF-12 - Supply of 3/4 Ton Truck c/w 8 Foot Snowplow - Mayor Avis declared a conflict of interest. The administration report was reviewed and will be forwarded to Council for approval.

6.2 Operations and Facilities Division Update Report January 1st to May 31st, 2016 - the semi-annual report was reviewed where Councillor Ryan will be presenting the report at

the next Council meeting on July 11, 2016.

- 6.3 Management Review (DWQMS) - Endorsement by Owners - the administration report was reviewed and will be forwarded to Council for approval.

7. **Information**

- 7.1 Operations and Facilities Division - Environmental Area - Operations Statistics - May 2016 - the operations statistics for May 2016 were reviewed and will be forwarded to Council as information only. No action required.

8. **Adjourn / Next Meeting Date**

The meeting adjourned at 9:15 a.m.

Executive Committee Chair

D. Brown, Manager of Operations & Facilities

Richard Boileau – Chair McTaggart	A	Chamber of Commerce Representative Jennifer	P
Kim Nicholson	P	RRFDC – Geoff Gillon	P
Ed Gackley Flinthouse	P	John Albanese – Town Councilor Town of Fort Frances	P
Shelley Wepruk – Secretary Northland Title Searching	P	Scott Krienke-Turvey Ink Spotz Apparel	A
Marie Therese Metke Pharmsave	P		
Pat Gartshore Gartsh's	P		
Jennifer Horton Curvy Chicks	P		
Doug Cuthbertson Northwoods	A		




1. Call to Order , Call for Conflict of Interest, Call for Agenda Additions

Pat Gartshore opened the meeting. The meeting to was called to order at 8:00 am. The Agenda and minutes were circulated to the members for review. Members were asked for any agenda additions or conflicts of interest, none were noted.

2. Approval of Minutes

B.I.A Board of Management Meeting – 15 June, 2016

Copies of the minutes from the 11 May, 2016 Board of Management Meeting circulated for review and approval. The following motion was made:

Motion #1 John Albanese/Kim Nicholson
 TO accept the minutes presented of the 11 May 2016
 Also to ratify all motions made on that date.
No against or abstentions
CARRIED

3. Accounts Payable & Financial Report

Motion #2 Jen Horton & Kim Nicholson
 TO accept the total payable for May in the amount of \$4091.19
No against or abstentions

Board of Management Meeting –15 June, 2016
Page 1 of 2

4. BUSINESS ARISING FROM THE MINUTES

Finance and Administration Committee

1. Everything is good. Town still working on our budget.

Promotions Committee

- 1 Nothing to report

Maintenance Committee

1. Street Repaire – Talk to Milt or Doug re pavement in front of Flint House
2. Baskets are up. Doug, Ed, Jen Richard & Chris put them on street and Power Corp put them in place.

OLD BUSINESS

1. Map – On Hold
2. HOPC – Nothing New
3. Calendar of Events – No Report
4. Back of Signs – No Report
5. Press Release – we will be talking to others about making our cheque
6. Town Web Site – Kim scheduled to take training
7. Bass Tournament – Everything a go. Have approx. 10 boats registered. Waiting to hear from more
8. Mall Days – Discussed closing 300 block. Was decided that if 8 or more businesses want to be on street, the street will be closed, otherwise it will remain open. Kim and Jen to canvas businesses.
9. Market Square – lots of people like the concept. Only negative remarks are directed at no washrooms.

NEW BUSINESS – Dragon Boats – Not enough people in BIA to participate this year.

5. Closing & Setting of Next Board Meeting

Motion # 3 John Albanese 8:32

To close the meeting

No against or abstentions

All in agreement – CARRIED

The next meeting date will be 13 July @ 8:00 a.m. at the BIA office.

PLEASE NOTE THAT ALL MEETINGS WILL NOW BE HELD ON THE SECOND WEDNESDAY OF EACH MONTH AT 8:00 A.M. AT THE BOARD ROOM UNLESS OTHERWISE NOTIFIED.

Board of Management Meeting –15 June, 2016
Page 2 of 2